

### **REFERRAL PROGRAM FROM SPOKO APP TERMS AND CONDITIONS**

#### **DEFINITIONS, ABBREVIATIONS AND ACRONYMS**

"Applicable Laws" means, in respect of any Party, property, transaction or event, all laws, statutes, ordinances, regulations, municipal by-laws, treaties, judgments applicable to that Party, property, transaction or event, all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders, codes of practice and policies of any Governmental Authority having authority over that party, property, transaction or event and having the force of law, and all general principles of common law and equity.

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in the United Kingdom.

"Governmental Authority" means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, any multinational or supranational organization, any government, any tribunal, labour relations board, commission or stock exchange and any other authority or organization exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government.

"Legal Entity" means an individual, company, or organization that has legal rights and obligations (natural person conducts business activity).

"Organizer" means SPOKO APP owning company.

"Customer" means SPOKO APP registered user. The user may act only on his own behalf and any natural person may not create or use more than one account at any time for the purpose of this Program.

"Party" means jointly or separately: Customer, Organizer, Participant and Referred User.

"Program" means Referral Program from SPOKO app.

"**Participant**" means an existing user that sends the invitation link to another person for the purpose of registering an account in SPOKO app.

"**Referred User**" means a person, who registers a new account in SPOKO app using referral link received from Participant, and who meets the requirements of Bonus Eligibility described in T&C.

**"SPOKO APP"** means online services of money transfer available through website under the url: https://spoko.app and the application;



"General T&C" means general Terms and Conditions of SPOKO app, which contain information about general rules of service provided by SPOKO app, as well as general requirements which should be met by users in order to be able to use SPOKO app services

# PURPOSE

These Referral Program from SPOKO APP Terms and Conditions referred also as "**Terms and Conditions**" or "**T&C**" are designed with the purpose of:

- providing guidance and clearly describing the rules of the Referral Program from SPOKO app,
- establish the rights, duties and responsibilities of the Parties when it comes to these services

The owner of this document and the owning company of SPOKO APP is PU Group Limited – "Spoko" is a trademark of PU Group Limited (11080215), 85 Great Portland st., London, England. Spoko always refers to the owning company.

# **GENERAL TERMS**

#### **Participants**

- 1. Every natural person who is not a Spoko employee, who has successfully registered and verified his/fer account in SPOKO APP and performed at least one successful transaction, can become a Participant of the Referral Program.
- 2. Legal entities and institutions are excluded from the Program.
- 3. The Participant should have a valid bank account and provide to the Organizer all relevant documentation that would be required by Applicable Laws or on the demand of the Governmental Authority in regard to his bonus payment.
- 4. Participation in the program means accepting undermentioned Terms and Conditions defining the rules of the Program.

#### Rules

1. In order to participate in the Program, it is necessary to register an account with SPOKO APP and agree to its General T&C and applicable regulations and the rules described in these T&C as well as to follow the Referral Procedure.



- 2. The referral link is valid for six months from the moment of the submission date (creation date). This term may be prolonged by an announcement on the Organizer website (https://blog.spoko.app/en/referral-program-from-spoko-app).
- 3. The referral's creation date is the date when referral has been made available on the Customer SPOKO APP invite tab.
- 4. One Participant can invite an unlimited number of candidates. The Participants cannot invite themselves or by any way create/use a false account/profiles.
- 5. When the referral is accepted the Participant account is granted the Bonus amount as per T&C.

# **Referral Procedure**

- 1. Participant signs into his SPOKO APP account.
- **2.** Participant will be provided with his personal, unique referral link in the «Invite» tab.
- 3. Participant shares his personal referral link with candidates who are interested in becoming new users of SPOKO APP. The referral link may be copied and sent or shared by clicking on specified messenger icon.
- 4. The Participant may invite unlimited number of new users.
- 5. When the referral link is used by a person and the Bonus Eligibility requirements are fulfilled, then such user becomes Referred Participant.

# **BONUS ELIGIBILITY**

# Referral is accepted if:

- The Referred person is a new user of SPOKO APP. The person registers properly his account with SPOKO APP following Participant invite link, accepts General T&C and fulfils requirements related to identity verification and bank account set up.
- 2. The Referred person makes a successful transfer of € 100 or more (or equivalent in another currency) within 3 months after creating an account as a single transfer.
- 3. The successful transfer should be made to one of the countries listed in <u>Attachment #1</u> to this T&C.
- 4. The validity and requirements for transfers are defined in the SPOKO APP terms and conditions and are applicable to the Program.
- 5. The bonus payment can be made only to the personal account of the Participant, which was provided during the registration in SPOKO APP.



### **REFERRAL BONUS**

- 1. Value of the referral bonus which will be received by Participants, is defined by the Organizer and can be checked either within SPOKO APP (at the "Invite" tab) or on Organizer's website under the following link: https://blog.spoko.app/en/referral-program-from-spoko-app
- 2. Every change of the referral bonus amount will be announced on the Organizer's website at least 7 days prior to effective date.
- 3. The Organizer may decide to introduce additional "Extra Bonus" for a limited period of time. In such circumstances "Extra Bonus" will be paid only for Referred user which meet the eligibility criteria within the "Extra Bonus" period.

### Referral is rejected if:

- 1. There is another valid referral for particular user.
- 2. The Participant referred themselves to SPOKO APP or the money transferred has been made between the same person.
- 3. The Participant or Referred User failed to comply with General T&C or Referral Program T&C.
- 4. The Participant fails to provide to Organizer all relevant documentation that would be required by Applicable Laws or on the demand of Governmental Authority in regard of his bonus payment or the Organizer is prohibited from paying the Participant the Bonus by Applicable Law.
- 5. The Program has been terminated.

# **TERMS OF REFERRAL PROCESSING**

- 1. Each referral is verified by the Organizer
- 2. Referrals are verified within ten Business Days after the date of submission and fulfilling the eligibility criteria. Participant can track activations in your personal account.
- 3. If the Participant does not receive a Spoko app notification about the bonus eligibility decision within ten working days, he may contact the Organizer using contact details given on the web page

https://blog.spoko.app/en/referral-program-from-spoko-app/



### THE BONUS PAYMENT

### BONUS PAYMENT CONDITIONS

- 1. Participant decides when the referral bonus he is eligible for will be paid out by requesting the payment from Organizer.
- 2. In order to request the payment, Participant should click the "Pay out" button in the "Invite" tab of SPOKO application.
- 3. Payments for received requests are made once a month until the 15th calendar day, for the previous calendar month (e.g. payments for December will be made before January 15th).
- 4. Payments are made only for the accepted referrals (i.e. referrals which met the eligibility criteria)
- 5. Payments are made to the personal bank account as per Participant Spoko app profile.

# BONUS PAYMENT AMOUNT

- 1. For each accepted referral the Participant will be paid the bonus payment in the amount of €10.
- 2. The extra bonus amount of additional €10 will be added during **Extra Bonus Term**.

# **PRIVACY POLICY**

All details concerning personal data processing are included in the Privacy Policy that can be found at www.spoko.app and on the Customer application account.

# PROGRAM ORGANIZATION

- 1. The Organizer is obligated to supervise the program and ensure compliance with its rules. Program record-keeping is also the duty of the Organizer.
- 2. The Organizer has the right to change the rules of the program concerning its duration time and means of paying bonuses.
- 3. In case of outstanding issues or points of disagreement, the organizer of the program retains the right to decide and resolve them.
- 4. Organizer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Referral Programme with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud).



- 5. All taxes and other administrative expenses are the responsibility of the Participant.
- 6. The Program will be governed by English law and all Parties including Participant submit to the exclusive jurisdiction of the English courts.