

Referral Program Terms & Conditions

These Referral Program Terms & Conditions (“Referral Terms”) govern your participation in the Thinx Referral Program (“Referral Program”). Thinx’s [Terms of Use](#) and [Privacy Policy](#) are incorporated into these Referral Terms by this reference. By participating in the Referral Program, you hereby agree that Thinx may collect and use personal information submitted to Thinx in connection with the Referral Program, and acknowledge that you have read and accepted the Privacy Policy. Among other things, the information you provide may be used for sending you company updates and announcements about Thinx and its products and/or services. In the event of conflict between these Referral Terms and the Thinx Terms of Use, the provisions of these Referral Terms will govern on all matters related to the Referral Program.

Program Overview

The Referral Program gives qualifying referrers (each a “Referrer”) the opportunity to refer friends and family to make purchases on shethinx.com (the “Site”). Eligible friends and family members will receive a discount to spend on any Thinx, Thinx (BTWN) or Speax product.

By logging into or registering for a Thinx account Referrers can access the ability to share a unique referral URL (each a “Referral URL”) with a friend. If the Referral URL is shared with a friend (via email, personal URL, Facebook, SMS, or WhatsApp) and the friend (1) has not previously purchased a Thinx product and (2) enters their email into the input box upon receipt of the Referral URL (whereupon the friend will be issued a referral code (“Referral Code”)) and (3) places an order for a Thinx product on the Site using that Referral Code (and the purchase is not fraudulent or subject to chargebacks) and the purchase order is not cancelled then the referrer has made an “Qualified Referral” to a “Referred Customer”. A Referred Customer may use up to one Referral Code per order. Referred Customers do not need to register for a Thinx account to use a Referral Code.

In order to be eligible to participate in the Referral Program referrers and referred customers must be 18 years of age or older or the legal age of majority in their jurisdiction of residence at the time of the referral. Residents of certain jurisdictions (including but not limited to Hong Kong, Nigeria, Togo, Ivory Coast, China, Philippines, Ghana, Russia) are not eligible to participate (as Thinx may determine from time to time in its sole discretion or to the extent participation is prohibited by applicable law). Employees, officers and representatives, and the immediate family members of such employees, officers and representatives (i.e., parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Thinx or its affiliated companies are not eligible to participate in the Referral Program as a referrer or referred customer.

By participating in the Referral Program each Referrer represents and warrants that that (a) he/she will only share his/her Referral URL with persons who are at least 18 years of age and a resident of one of the 50 United States or DC, (b) he/she has obtained the friend’s consent to

provide his/her email address to Thinx, and (c) both he/she and each friend/family member whose email address he/she is providing understand and agree that Thinx will use personal information in accordance with Thinx's Privacy Policy.

How Reward Credits are Earned

Eligible Referrers can earn promotional reward credits ("Reward Credits") for each Qualified Referral. We reserve the right to revoke or refuse to issue Rewards Credits in connection with any referral involving a referred friend whom we suspect to be have previously purchased a Thinx product. The Referred Customer and the Referrer cannot be the same person (for example, by using a different email address). We automatically disqualify suspicious referrals. If someone a Referrer referred made their first purchase using a Referral URL and Referrer didn't receive notice of a Reward Credit, the referral might have been flagged as suspicious. In such case, send us an email at hello@shethinx.com and we'll investigate the matter.

Referrers will receive a Reward Credit for each Qualified Referral. Each Reward Credit will be worth ten credits or \$10 USD in promotional credit towards future purchases on the Site. Reward Credits cannot be converted into currencies other than US dollars. A Referrer may earn no more than \$500 USD in Reward Credits total (thereafter qualifying Referred Customers will receive discount codes but you as Referrer will not accrue additional Reward Credits). Reward Credits may not be earned by creating multiple Thinx accounts. Reward Credits accrued in separate Thinx accounts may not be combined into one Thinx account. Please note the amount of the credit is subject to change and can be revoked at any time for any reason.

Participants are responsible for any and all tax liability arising from Referral Credits and Referral Codes. Reward Credits and Referral Codes have no cash value, can only be redeemed for Thinx orders, and may be subject to expiration dates or other restrictions at our sole discretion. Reward Credits and Referral Codes cannot, under any circumstances, be redeemed for cash or any cash equivalent including, but not limited to, gift cards or refunds. Reward Credits and Referral Codes cannot be transferred to other people or accounts.

Reward Credits may only be redeemed via the Thinx web site. Reward Credits can be tracked by logging into your Thinx account at <https://www.shethinx.com/account/login> and navigating to the Referral tab. Referral Credits can be redeemed directly at checkout when making a purchase.

Note that referral codes acquired under any prior Referral Programs are not transferable into Reward Credits.

Restrictions

Limit. A referred friend may only use one Referral URL. If a referred friend receives Referral URLs from multiple referrers, only the corresponding referrer of the Referral URL used by the referred friend will receive Reward Credit.

Restrictions on Use of Reward Credit and Referral Code. Reward Credits and Referral Codes may not be (i) combined with other offers, discounts, or promotions (except that Reward Credits may be combined with up to one Promo Code or Referral Code from a previous referral program); (ii) auctioned, traded, bartered, sold or transferred; (iii) redeemed for cash; or (iv) or applied toward previous purchases or the purchase of e-gift cards.

Restrictions on Use of Referral URLs. Referral URLs are for individual, personal use only and may not be used for commercial purposes, which for the avoidance of doubt includes but is not limited to posting on coupon aggregator sites, affiliate lead generation and bidding on Thinx search terms in connection with the Referral URL. For the avoidance of doubt if Thinx determines that Referral URLs are being used for commercial purposes (such as coupon aggregator sites) Thinx may in its sole discretion revoke such Referral URLs and any Referral Codes or Reward Credits derived from such Referral URLs. Upon termination of the Referral Program, any unused Referral URLs will be forfeited and will become inactive.

Spam prohibited. Referrers should only distribute their Referral URLs in a manner consistent with these Referral Terms. Bulk Referral URL distribution is prohibited. The terms of use and/or community guidelines governing social media platforms may apply to Referral URLs shared through such platforms. Any distribution of a Referral URL that could constitute unsolicited commercial or “spam” messages under any applicable law or regulation (such as the CAN-SPAM Act) is expressly prohibited and will be grounds for disqualification. If Thinx determines that purchases were made through Referral URLs that were distributed through an unauthorized channel then the Reward Credits and Referral Codes issued in connection with such transactions may be revoked.

Additional Terms

By participating in the Program Terms you agree to the arbitration provision set forth in Thinx Terms of Use. Reward Credits and Referral Codes do not apply to the purchase of e-gift cards on the Site. Reward Credits and Referral Codes are personal and may not be sold, transferred or assigned to, or shared with, family, friends, or others. We reserve the right (in our sole discretion) to disallow Reward Credits and Referral Codes that were issued in error or that were not earned legitimately.

We reserve the right to modify, limit, terminate, discontinue, or cancel the Referral Program, its benefits and these Referral Terms at any time in our sole discretion and without notice to you; provided that, however, any dispute between the parties that arose before the effective date of any modification to the governed by the Referral Terms and Terms of Use (including the individual arbitration clause therein) that was in place when the dispute arose. We may change the number or type of Reward Credits and Referral Codes, or cap the number of Reward Credits a referrer may earn in any time period. Further, Thinx may suspend any user’s ability to participate in the Referral Program at any time for any reason. Any unused Reward Credits will be forfeited at that time. The receipt of a Reward Credit and Referral Code does not entitle

participants to any vested right with respect to the Reward Credit and Referral Code or the Referral Program. You agree that Thinx will not have any liability for any modification or termination of the Referral Program, even if any modification or termination affects your ability to use any Reward Credits and Referral Codes already issued. Upon termination of the Referral Program, unused Reward Credits and Referral Codes will automatically be cancelled, and participants will not be permitted to redeem those Reward Credits and Referral Codes. Reward Credits are void where prohibited by applicable law. We reserve the right to suspend accounts or void Reward Credits or Referral Codes if we notice any activity that we believe is abusive, fraudulent, or in violation of laws or the Thinx Terms of Use. We reserve the right to review and investigate all referral activities and to suspend accounts or modify referrals in our sole discretion as deemed fair and appropriate. The scope, variety, and type of services and products that you may obtain by redeeming Reward Credits or Referral Codes can change at any time. We are not responsible for Reward Credits and Referral Codes lost due to fraudulent or unauthorized use. Any fraud or abuse relating to your accumulation of Reward Credits or submission of referred new customers may result in the annulment of all Reward Credits earned under the Program. We reserve the right to monitor all Referral Program activity and disqualify you from participating in the Referral Program if we believe (in our sole discretion) that you have violated any terms applicable to the Referral Program, provided false or inaccurate information, or abused the Referral Program. Subject to the Terms of Use, Thinx will have final decision in any disputes over Reward Credits and Referral Codes or your participation in the Referral Program.