

Refer-a-Friend Terms and Conditions

Knix Wear Inc. (“we”, “Knix”, “Knix Wear” or “Company”) is offering you the opportunity to refer friends via a Referral Program (“Program”) offered on the web site located at <https://knix.com/pages/referral> or <https://knix.ca/pages/referral> (the “Site”).

- 1. Binding Agreement.** By using the Site or participating in the Program, you are bound by these Terms and Conditions (“Terms”) and indicate your agreement to them. All of the Company's decisions are final and binding.
- 2. Privacy.** The personal information collected, processed and used as part of the Program will be used in accordance with Company's Privacy Statement, which is available by link on the Site.
- 3. How the Program Works.** You must be a legal resident of the United States of America or Canada and at least 18 years old to use the Site. Next, you must visit the Site and follow the on-screen instructions to refer friends, family members or colleagues. Users may refer a maximum of 25 friends, family members or colleagues during each session and a maximum of 500 times throughout the entirety of the Program. Once an individual makes a referral, he/she becomes a “Referrer” and will be provided with a unique referral link (“Personal Link”) that allows her to receive the benefit or reward advertised on the Site. Referred friends (“Friends”) must complete the referral as described in the referral message.
- 4. Restrictions.** Referrers cannot refer themselves or create multiple, fictitious or fake accounts with the Company or participate in the Program as “Friends”. No user may use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program. In addition, you may not (i) tamper with the Program, (ii) act in an unfair or disruptive manner, or (iii) use any system, bot or other device or artifice to participate or receive any benefit in the Program. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Employees of the Company or any of its or their subsidiaries, affiliates or promotional agencies are not able to participate.
- 5. Rewards.** By making a valid referral, you will receive \$15 and your Friend will receive \$15. You can earn a maximum of 25 rewards per year. These rewards may be redeemed in various forms in the Company's sole

discretion. Restrictions may apply. For example, there may be a limitation on the number of referrals you can make, or if the reward is in the form of a gift card, gift certificate or voucher, it may be subject to the issuer's terms and conditions. Rewards are subject to verification. The Company may delay a reward for the purposes of investigation. The Company may also refuse to verify and process any transaction for any reason.

Unless otherwise stated, rewards have no monetary value and *may not* be redeemed for cash. They are not transferable and may not be auctioned, traded, bartered or sold.

- 6. Liability.** YOU UNDERSTAND AND AGREE THAT THE RELEASED PARTIES (DEFINED BELOW) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Program, you agree to defend, indemnify, release and hold harmless the Company, and our respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)) and/or the awarding, receipt and/or use or misuse of any benefit in the Program. To be clear, the Released Parties shall not be liable for any technical errors or malfunctions, data theft or corruption, any printing or typographical error, or any damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program. The Released Parties shall not be liable to any users for failure to supply any advertised benefit, by reason of any acts of God, any action or request by any governmental or quasi-governmental entity (whether or not valid), or any other activity or action that is beyond any of the Released Parties' control. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.
- 7. Disclaimer of Warranties.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL

WARRANTIES, CONDITIONS AND TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE AND GIVE NO WARRANTY THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

- 8. Bulk Distribution (“Spam”).** Each Referrer is the actual sender of the emails and must comply with applicable law. Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. By submitting any email address as part of the Program, the Referrer represents that he/she has the appropriate permission and consent. Bulk email distribution, distribution to strangers, or any other use of the services described herein in a manner that is not promoted is expressly prohibited and may be grounds for immediate termination and further legal action. The Company has no obligation to monitor the Program or any communications; however, the Company may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program. **Referrers who do not comply with the law, including anti-spam laws, are obligated to indemnify the Program Entities against any liabilities, costs and expenses it incurs as a result of such spam.**
- 9. Sign-In Credentials.** Users are responsible for maintaining the confidentiality of any sign-in credentials and are fully responsible for all activities that occur through the use of them. Users agree to notify the Company immediately if they suspect unauthorized access to their account. Users agree that the Company will not be liable for any loss or damage arising from unauthorized use of their credentials.
- 10. Right to Cancel, Modify or Terminate.** We reserve the right to cancel, modify or terminate the Program at any time for any reason. We reserve the right to disqualify any User (defined below) at any time from

participation in the Program if he/she does not comply with any of these Terms.