Last updated on July 1, 2024

Printful's Referral program (the "Program") allows its users (the "User") to earn coupons which can be applied toward qualifying purchases of Printful products and services. Coupons can be earned by referring other people to become new customers of Printful.

The following terms and conditions (the "Agreement") set out the legally binding terms of The User's participation in the Program. The Program is owned and operated by Printful, Inc. and its affiliates and/or subsidiaries ("Printful"). The Program is subject to the User's acceptance without modification of any of the terms and conditions contained herein and all other operating rules, policies, and procedures that may be published occasionally on the printful.com website (the "Site") by Printful including, without limitation, Terms of Service, Shipping, Pricing, Return Policy, Privacy Policy, and others - each of which is incorporated into this Agreement by reference and can be found on <u>Printful Policies</u>. If the User does not agree to comply with this Agreement, they are not eligible to and must not use the Program.

THE USER INDICATES THEIR ACCEPTANCE OF THIS AGREEMENT AND ALL OTHER TERMS AND CONDITIONS CONTAINED OR REFERENCED IN THIS AGREEMENT BY USING THE PROGRAM.

# 1. Enrollment in the Program

In case the User is an individual (i.e., not a company), the User certifies that they have reached at least 18 years of age, however, if an individual resides in Japan, they must certify to Printful that they are at least 20 years of age. If the User participates in the Program on behalf of an organization or entity, then they must be legally authorized and permitted to bind such organization or entity to this Agreement.

In order to participate in the Program and start referring, the User should create a Printful account, agree to <u>Printful's Terms of Service</u>, then go to www.printful.com/referral to learn how to start referring.

Once enrolled in the Program, the User is provided with a referral link for sharing with others. The link gives a USD 5\* discount to a prospective third-party customer ("Referred Person"). When a Referred Person uses the User's link to make a purchase, the User receives a coupon (equivalent to USD 5\*\*) to apply toward qualifying purchases of select Printful products and services. The coupon limit for one User is 200 (equivalent to USD 1,000\*\*) for 200 successful referrals within a 12-month period, starting from the moment of enrollment in the Program. After the 12-month period, the referral limit will reset, regardless of how many invitations are left. Printful coupons cannot be redeemed for cash.

#### **Currency Symbol \$5 equivalent in each currency**

USD	\$	5
EUR	€	5
GBP	£	5
JPY	¥	500
AUD	AU\$	7

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#### **Currency Symbol \$5 equivalent in each currency**

CAD	C\$	7
CHF	CHF	5
DKK	DKK	35
NZD	NZ\$	8
SEK	SEK	45
MXN	Mex\$	100
NOK	NOK	50
PLN	zł	20
SGD	S\$	5
HKD	NHK\$	50
BRL	R\$	25
KRW	KRW	5500

<sup>\*</sup> The amount the Referred Person receives depends on their location and currency preference. See the table above to learn more. Some currencies above may not be available to all Referred Persons. For each successful referral (up to 200), the User receives one coupon, regardless of the User's currency settings.

#### 2. Referral link

Once enrolled in the Program, the User receives a unique referral link. The referral link can be shared via email, text messages, or on social media platforms registered in the User's name (or which the User is authorized to use). Referrals must only be used for personal and non-commercial purposes. The User agrees not to publish or distribute their referral link on blogs (that are not created by the User) and commercial or websites of a similar nature (such as coupon websites, Reddit, Wikipedia, and others). The User is prohibited from "spamming" anyone with referral invitations. This includes mass emailing, texting, or messaging people the User is not familiar with or using automated systems or bots through any channel to distribute the referral link. The User is prohibited from paying to advertise their referral link. The User is not allowed to create fake accounts. The User expressly agrees that Printful's name, trademark, logo, or any other identifying material placed by the User will appear only in the form and according to technical specification supplied by Printful. Printful, at its sole discretion, may change or revoke the User's referral link and exclude the User from participation in the Program.

A referral discount is allocated to each Referred Person once they sign up to Printful via a referral link. The User can allocate a maximum of 200 referral discount codes within a 12-month period starting from the moment of enrolling in the Program. Discount allocation alone does not mean the referral is successful. For a referral to be classified as successful, the Referred Person needs to exercise the referral discount code by making a purchase, and have their order fulfilled and shipped. The progress can be tracked in the

<sup>\*\*</sup> Please note that the monetary equivalent is solely for the User to understand how much the coupons are worth. The coupons can only be applied toward qualifying purchases of select Printful products and services. Under no circumstances can they be redeemed for cash.

Referral Dashboard.

# 3. Earning Coupons

The User can earn coupons if a Referred Person signs up to Printful via their referral link and makes a purchase on the Site, thereby becoming a Referred customer. The coupons are credited to the User's account when all order items purchased by the Referred customer have been shipped out; this will be regarded as a successful referral. The User cannot earn coupons if the Referred Person signs up for Printful but does not make a purchase and does not become a Referred customer. Coupons are subject to verification and will generally be awarded within 30 days of verification. The Referred Person can only make one purchase on the Site using a referral link received from one or various Users.

If a Referred Person receives more than one referral link, Printful will provide the coupon to the User whose referral link is used to sign up and complete the purchase. The Referred Person cannot combine the referral discount with any monetary offer, nor combine it with other coupons or discount codes.

The User can earn a maximum amount of 200 coupons within a 12-month period starting from the User's enrollment in the Program unless indicated otherwise in the referral invitation or accompanying promotional materials.

Printful, at its own discretion, may withhold, revoke, or invalidate any coupons if deemed fraudulent, suspicious, or in violation of the Agreement.

# 4. Redeeming Coupons

Coupons may only be applied toward qualifying purchases of select Printful products and services that have a value of USD 10 or more. The selection of Printful products and services for which coupons may be used is subject to change at any time within Printful's sole discretion. Coupons may not be used toward the purchase of samples. The coupons may not be traded or redeemed for cash. Coupons are not transferable, saleable, or auctionable. The User has to redeem the coupons within 3 months of earning them. Coupons that are not redeemed will expire on the last day of the 3-month period. Coupons cannot be combined with any other monetary offer, coupons, or discount codes.

# 5. Modifications

Printful reserves the right, at its discretion, to change, modify, suspend or discontinue content, rewards, Perks, this Agreement, Program, and any additional terms, including the availability of any features or currencies. Printful may also impose limits on certain features and fully or partially restrict the User's access to the Program without notice or liability. The User shall be responsible for reviewing and becoming familiar with any modifications. Use of the Program constitutes the User's acceptance of the terms and

conditions of any changes.

### 6. Restrictions

The User may use the referral link for the sole purpose of promoting Printful and referring prospective customers to the Site. The User shall not (i) send unauthorized (unsolicited commercial) emails or use any illegal method of advertising to promote the Printful products that include the referral link, and the User shall be solely liable for any unauthorized communications (all marketing practices must comply with all applicable laws and regulations); (ii) display the referral link in any way that in Printful's discretion disparages or creates a derogatory or negative image of Printful; (iii) make any false or misleading representations relating to Printful, or engage in any other practices that could harm the reputation of Printful; or (iv) display the referral link or any content in a manner that contains or promotes (a) illegal activities or (b) content that is misleading, deceptive, or violates any third-party intellectual property, privacy or other rights of any kind. The User must not use any misleading or deceptive claims in the referrals. The User must not place the referral link on any coupon sites. The User is not allowed to create groups or specific web pages in social communities to publicize Printful offers. The Users are not able to refer themselves.

## 7. Term & Termination

Either party may terminate this Agreement at any time with or without a cause. Printful reserves the right to suspend accounts engaging in seemingly suspicious activity. By violating any applicable law or rules set out in this Agreement, the Agreement will be terminated immediately. The User confirms they understand and agree that any and all accrued coupons will be immediately forfeited, and the User's account will immediately be terminated.

You also agree that you are not the target of trade, financial, and economic sanctions, and that you do not appear on a sanctions-related list, including lists maintained by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the U.S. Department of Commerce, the European Union, or Her Majesty's Treasury of the United Kingdom. You also agree that you will not promote Printful in and refer prospective customers to the Site from countries or territories that are the target of comprehensive embargoes or sanctions (including Cuba, Iran, Syria, North Korea, and the Crimea region) or parties on the sanctions-related lists referenced above.

# 8. Governing Law

The Governing Law provisions of the <u>Terms of Service</u> located on the Site are expressly incorporated into this Agreement by reference. With limited exception, this Agreement will be governed by and construed and interpreted in accordance with the internal laws of the State of North Carolina. This Agreement shall

be governed and interpreted in accordance with the English language, regardless of any translations made for any purpose whatsoever.

# 9. DISPUTE RESOLUTION, ARBITRATION, AND JURY AND CLASS ACTION WAIVERS

The dispute resolution provisions of the <u>Terms of Service</u> located on the Site are expressly incorporated into this Agreement by reference. All disputes and claims arising out of or in connection with this Agreement or its subject matter or formation, including non-contractual disputes and claims, shall be governed by those terms. With limited exception, all disputes shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules ("Commercial Rules") in effect at that time.

TO THE FULLEST EXTENT PERMITTED BY LAW, USER AND PRINTFUL KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL DISPUTES. FURTHERMORE, USER AND PRINTFUL KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION OR OTHER FORM OF JOINT DISPUTE RESOLUTION WITH OTHER PARTIES.

#### 10. General

The User may cancel participation in the Program by deleting their Printful account.

The User may never use another user's Printful account without receiving permission. The User is solely responsible for the activity that occurs on the User's account. Although Printful will not be liable for the User's losses caused by any unauthorized use of their account, the User may be liable for the losses of Printful or others due to unauthorized use.