

ORDERFOX Referral Program (UNITED STATES of AMERICA ONLY) TERMS AND CONDITIONS

These Terms and Conditions (“Terms and Conditions”) govern your participation in the ORDERFOX.com Referral Program (the “Program”) sponsored by ORDERFOX, Inc., 875 North Michigan Avenue, Suite 3510, Chicago, IL 60611, United States of America (“ORDERFOX”).

Agreement to the Terms and Conditions: By participating, participants agree to be bound by these Terms and Conditions and the decisions of ORDERFOX which are binding and final on all matters relating to this Program. This Program is subject to all applicable federal, state, and local laws. Earning Program Rewards is contingent upon fulfilling all requirements set forth herein.

Eligibility: You may not participate in the Program where doing so would be prohibited by any applicable laws or regulations. You must be eighteen (18) years or older and a resident of the fifty (50) United States or the District of Columbia in order to participate in the Program. Void where prohibited.

Earning Rewards: There are two ways to obtain rewards (“Rewards”) in the program:

(1) **Individuals Referrals:** If you are an individual, you may obtain Rewards by referring a company to join the ORDERFOX.com Marketplace (“Marketplace”). The referred company must (a) be new to the Marketplace; (b) complete all required registration fields; (c) upload a company logo to their profile; and (d) include one photo in their profile that is illustrative of its business activities. In addition, if the referred company is a manufacturer, then the referred company must also include information on at least one (1) machine in its facility to their profile. The individual referring the company must then send an email to b.smith@orderfox.com with the name of the company they have referred. In the event that multiple individuals refer the same company, the Reward will be awarded to the first individual to notify ORDERFOX of the referral via email. Referrals will be verified for completion and compliance with all required elements. The referred company may not be affiliated with or owned by the individual making the referral. Upon verification, the individual will receive a Reward.

(2) **Company RFQs:** If you are a registered Marketplace company, you may obtain Rewards by posting a Request for a Quote (“RFQ”) and accepting a bid from a Marketplace company. The RFQ must meet all Marketplace guidelines. To obtain Rewards, the company must send an email to b.smith@orderfox.com. The email must contain proof of existence of the selected company; the link to the RFQ and/or the RFQ number and the name of the selected Marketplace company for the RFQ fulfillment. Company RFQs will be verified for completion and compliance with all required elements. Upon verification, the company submitting the RFQ will receive a Reward.

Individuals and companies may earn multiple Rewards. Bulk e-mail distribution or any other promotion that would constitute or appear to constitute unsolicited commercial e-mail or spam under any applicable law or regulation, and any conduct that ORDERFOX determines, in its sole discretion, constitutes fraud or attempted fraud, is expressly prohibited and will be grounds for immediate termination and disqualification from the Program, forfeiture of any Rewards accrued, cancellation and forfeiture of any Rewards that have been paid.

Payment of Rewards: After verification, the respective individual or company will be eligible for a fifty-dollar (\$50) Reward. Rewards may be in the form of a pre-paid gift card or check, at ORDERFOX's discretion. In the event Rewards are paid via prepaid card, the Rewards are subject to prepaid card issuer's terms and conditions. You may be required to complete tax forms and furnish your Social Security Number, and ORDERFOX may report the total value of the Rewards you have earned, if you earn Rewards worth six hundred dollars (\$600) or more in a calendar year.

Rewards will be mailed to the individual or company approximately 4-6 weeks after such Rewards are earned and verified.

The amount of the Reward is subject to change at any time and ORDERFOX reserves the right at any time to modify or discontinue the Program, either temporarily or permanently (or any part thereof), with or without notice. ORDERFOX will not be liable to you in the event of any modification, suspension or discontinuance of the Program. ORDERFOX reserves the right to amend, modify or waive these Terms and Conditions at any time in its sole discretion.

Dispute Resolution: Except where prohibited, by participating in the Program, you agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed exclusively in accordance with the laws of the State of Illinois without giving effect to any principles of conflicts of law of any jurisdiction. You agree that any action at law or in equity arising out of or relating to this Program, or awarding of the Rewards, shall be filed only in the state or federal courts located in Cook County, Illinois and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Program, you agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Program, or awarding of the Rewards, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program but in no event attorneys' fees; and (c) under no circumstances will you be permitted to obtain awards for and hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. If a court of competent jurisdiction or any government agency determines that any provision of these Program Terms and Conditions are void or unenforceable, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of these Program Terms and Conditions. However, all other provisions will remain in full force and effect.

Privacy: All information collected, stored and/or shared through the Program shall be subject to ORDERFOX's Privacy Policy, located at <https://ORDERFOX.com/home/en-US/599-privacy-policy.html>. By participating in the Program, you agree to ORDERFOX's collection and usage of your personal information and acknowledge that you have read and accepted ORDERFOX's Privacy Policy.

Release: By agreeing to participate in this Program, you release ORDERFOX, its parents, subsidiaries, and affiliates, and their respective directors, officers, employees, shareholders, and agents (the “Released Parties”) from all liability with respect to the Program, including misdirection or misuse of any Rewards. By participating in the Program, you hereby release the Released Parties from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorneys’ fees) relating to participation in the Program.

Limitations of Liability: Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail or prizes, or any injury or damage related to or resulting from participation in this Program. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Program materials, the administration of the Program, or the announcement of any prize winner, including any such error as may give an erroneous indication that a prize has been won. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, ORDERFOX RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.