

Terms and Conditions:

Referral Program

The following terms and conditions are effective as of April 25, 2019 (the "Agreement") between Kabayan Capital Ltd trading as Kabayan Remit ("Kabayan," "we," or "us"), and you ("you" or "your"), the participant in Kabayan Referral Program (the "Referral Program"). Participation in the Referral Program is subject to the terms of this Agreement.

1. ACCEPTANCE OF TERMS AND CONDITIONS

If you do not agree to the terms and conditions contained within this Agreement in their entirety, you are not authorized to register as a Referrer or to participate in the Referral Program in any manner. You agree that we may send you and any individual you refer communications regarding the Referral Program, consistent with our Privacy Policy. We reserve the right to make changes to the terms and conditions of this Agreement or the Referral Program at any time. Your continued participation in the Referral Program after any such modification and notification thereof shall constitute your consent to such modification.

2. PARTICIPATION IN THE REFERRAL PROGRAM

As a participant in the Referral Program, you agree to use Kabayan service to promote the Referral Program in the manner specified by these terms, thereby acting as the Referrer ("Referrer").

Referrers are required to register with Kabayan service. Additional information may be required of the referrer to establish the Referrer's identity. You agree that the provision of such information is a requirement of participation in the Referral Program and obtaining any Rewards available.

3. PAYMENT AND QUALIFICATION FOR VALID REFERRALS

The Referrer ("Referee") shall receive a reward ("Reward") for each Referee to Kabayan who meets all the following conditions ("Valid Referral"):

1. Referee registers with Kabayan service;
2. Referee accesses Kabayan service directly from Referrer's referral method (e.g., clicking on the Referrer's unique link in the invitation

e-mail) and completes the initial registration and initial money transfer with Kabayan through that link.

3. Referee successfully uses Kabayan service to transfer money to a person other than the Referrer in a manner that is compliant with our user agreement; and
4. Referee's money transfer transaction is not cancelled (either by Referee or by Kabayan).

The Reward may change from time to time at Kabayan's discretion; however, Valid Referrals completed before the change of the Reward will be honored.

Subsequent registrations and or money transfers with Kabayan by the Referee do not qualify as Valid Referrals. Money transfers initiated by the Referee after his or her first successful money transfer with Kabayan, or to a Referee who is a previous user of Kabayan's service, do not qualify as Valid Referrals. Kabayan reserves the right to void any referral or payment of any Rewards that: (i) appears to be fraudulent; (ii) appears to have been created as a result of a fraudulent transaction; or (iii) that violates the terms of our User Agreement.

Kabayan reserves the right to limit the number of individuals per household eligible for this Reward, to one person per household. Any attempt by a Referrer to abuse this Referral Program by using multiple/different identities, registrations, logins, and/or any other methods, will void and disqualify the Referrer from receiving the Reward in Kabayan's sole discretion.

4. LIMITATION OF LIABILITY

IN NO EVENT SHALL KABAYAN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR PARTICIPATION IN THE REFERRAL PROGRAM, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KABAYAN'S MAXIMUM AGGREGATE LIABILITY TO REFERRER AND ANY THIRD PARTY UNDER ANY AND ALL CIRCUMSTANCES SHALL BE THE THEN-CURRENT GBP VALUE OF ONE (1) REWARD. REFERRER RECOGNIZES AND ACKNOWLEDGES THAT THIS LIMITATION OF DAMAGES IS FAIR AND REASONABLE.

ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE REFERRAL PROGRAM AND USE OF KABAYAN SITE ARE DISCLAIMED (INCLUDING, WITHOUT LIMITATION, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY

AND/OR FITNESS FOR A PARTICULAR PURPOSE). KABAYAN MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY RESULTS OBTAINABLE THROUGH THE REFERRAL PROGRAM OR THE DELIVERY TIME OF THE REWARDS.

5. DELIVERY OF REWARDS

Kabayan will provide the Reward in the form of online wallet credit. Where the Referrer is not eligible to receive a given payment method due to their country or jurisdiction of origin, Reward payment shall be made in a manner selected by Kabayan at its sole discretion. The Referral Program cannot be used for commercial purposes. Kabayan does not guarantee a delivery time on any Rewards earned.

6. OTHER TERMS AND CONDITIONS

We reserve the right to amend or terminate the Referral Program at any time without notice. Resolution of all questions or disputes regarding eligibility for the Referral Program, earnings of rewards, or your compliance with the terms and conditions of this Agreement shall be subject to our reasonable interpretation.

We expressly reserves the right to close the account(s) or void the Rewards of any Referring Customer and Referee if either party attempts to use the Referral Program in a questionable manner or referral link in breach of these Terms and Conditions, the User Agreement, or in violation of any law, statute or governmental regulation. Users may not participate in the Referral Program where doing so would be prohibited by any applicable law, statute or regulations.

All information collected in the Referral Program shall be subject to our Privacy Policy.

In the event there is any inconsistency between the English version of this Agreement and the translated text, the English text shall be binding.