

## Referral Program Terms and Conditions

Welcome to our referral program (the “Referral Program”) conducted by Home8. Here are the terms and conditions (the “Terms and Conditions”) govern the Referral Program and constitute the Referral Program agreement (“Agreement”) between you and Home 8. Please read it carefully before you participate in the Referral Program. It is your responsibility to read and understand the Terms and Conditions of this Agreement. By sharing or using the unique referral code (the “Referral Code”) generated by Home8, referring a customer, being referred and purchasing Home8 products, or otherwise participating under the Referral Program, you agree to be bound by the Terms and Condition.

The Referral Program is designed to reward Home8’s existing customers who refer (the “Referrer”) new customers to purchase directly from Home8 (the “Referee”). Once the Referrer and the Referee satisfy all eligibility criteria, each should receive a reward. The Referral Program, including the type and the amount of the reward, is offered at the sole discretion of Home8, and Home8 has the right to change the Terms and Conditions, in whole or in part, or to terminate the Referral Program, at any time with or without notice.

### 1. ELIGIBILITY AND REQUIREMENT

You, as the Referrer or the Referee, must meet all of the following requirements before the benefit expressly described in the Referral Program will be rewarded to you:

(1) The Referrer must log in to Home8 account to access to the Referral Code and share the Referral Code by any proper means including Facebook, Twitter or emails. As the Referrer, your phone number and password combination will allow you to access your account at Home8 website or app to send referral e-mails and initiate social network referral postings. Home8 is entitled to act on instructions received under your password. You are responsible for keeping your Home8 account login credentials and other account information confidential. Home8 is not responsible for any account activity performed by any third party that access your account using your password.

(2) As direct result from the Referrer’s referral, the Referee must make qualified purchase as described at Home8’s Referral Program website at <https://www.home8systems.com/refer-friends/> (the “Qualified Purchase”) using the Referral Code shared by the Referee and 30 days from the Referee’s purchase date have passed (the “Completed Sale”).

(3) You must be of legal age (at least 18 years or older) in your respective state to participate in this Referral Program.

(4) As part of your participation in the Referral Program, you agree and acknowledge that you are responsible for making truthful and accurate statements about Home8’s products or services in connection with any referrals. The Referrer shall not have the right or authority whatsoever to make any verbal or written representations, promises, conditions, inducements or warranties, express or implied, with regard to Home8 product or services and shall not have the right or authority to create any obligation of any kind on behalf of Home8. In particular, the Referrer shall not have the right or authority to enter into or modify any materials provided by Home8 under this Agreement. If you are unsure how to answer a question about a Home8 products or services in connection with your referral, refer that potential Referee to <https://www.home8systems.com/> or Home8’s customer support at 1-844-800-6482. At no time shall Referrer hold himself/herself out as Home8 or represent in any fashion or nature

whatsoever that the Referrer is agent of Home8. The Referrer shall be solely responsible for any Referrer's acts, negligence and omissions related to this Agreement.

(5) The Referrer will not make payments or gifts (monetary or otherwise) to anyone for the purpose of wrongfully influencing decisions in favor of Home8, directly or indirectly. Please also be aware that according to the Federal Trade Commission's 16 CFR Part 255 "Guides Concerning the Use of Endorsements and Testimonials in Advertising", you can be held liable for false or misleading statements made in connection with your endorsement or testimonial about a Home8's product or service, and you must disclose your relationship with Home8, as a Home8 customer, at the outset of any referral communication with any potential Referee. In addition, you need to disclose the fact that the Referrer and the Referee may each receive a \$25 discount for a successful referral. Be sure to clearly and conspicuously make this disclosure.

(6) You agree to abide by all applicable local, state, and federal laws, regulations, statutes, rules and ordinances, in connection with your use of this Referral Program website, and you further agree that you should not use this Referral Program website to:

(i) send junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative messages, whether commercial or otherwise;

(ii) transmit or post unlawful, harassing, racist, hateful, libelous, abusive, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature, or which is harmful to minors in any way;

(iii) transmit or post any material that may infringe the intellectual property rights or other rights of third parties, including trademark, trade secret, copyright or right of publicity;

(iv) transmit or post any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs and cancelbots;

(v) interfere with or disrupt servers or networks connected to this website or violate the policies or procedures of such networks;

(vi) attempt to gain unauthorized access to this website or computer systems or networks connected to this website through password mining or any other means;

(vii) interfere with another person's use and enjoyment of this website; or

(viii) use any device or software, including but not limited to any viruses, worms, time bombs, to interfere or attempt to interfere with the proper working of this website or any service related to Home8, or to intercept any system, data or personal information from this website, or imposes an unreasonable or disproportionately large load on this site's infrastructure.

## 2. REWARD AND PROCEDURE

(1) The Referee should enter the Referral Code in response to the Referrer's shares of the Referral Code when making Referee's Qualified Purchase in order to receive the discount credit in \$25 to be applied for purchasing. No credit will be issued after the purchase.

(2) The Referrer will receive coupon code (the "Coupon Code") in \$25 through an email (the "Coupon Email") on or about 30 days after the Referee's Qualified Purchase. The Coupon Code can only be used once to purchase any Home8's products with a minimum purchase in \$50 at Home8's webstore. PLEASE NOTE THAT THE COUPON CODE IS NOT REDEEMABLE FOR CASH AND EXPIRES ON THE DAY STATED IN THE COUPON EMAIL. The Coupon Code will be sent to your email address associated with your account at Home8. Home8 shall have no liability for misdirected or lost due to any reason including but not limited to incorrect email address. Please be aware that the actual fulfillment date for the Coupon Code to be sent may vary and 30 days is an estimated date for the purpose of guidance only.

## 3. LIMITED WARRANTY

(1) THE REFERRAL PROGRAM IS BEING PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOME8 EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED INTO THIS AGREEMENT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, WITH RESPECT TO THE REFERRAL PROGRAM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND TERMS AS TO MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND IMPLIED WARRANTIES AND TERMS ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

(2) YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION, WARRANTY OR OTHER ASSURANCE GIVEN OR MADE BY OR ON BEHALF OF HOME8 PRIOR TO THIS AGREEMENT AND YOU WAIVE ALL REMEDIES WHICH, BUT FOR THIS SECTION 3, MIGHT OTHERWISE BE AVAILABLE TO YOU IN RESPECT OF SUCH REPRESENTATION, WARRANTY OR OTHER ASSURANCE.

(3) ALTHOUGH HOME8 INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE REFERRAL PROGRAM WEBSITE, HOME8 DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT THIS WEBSITE IS FREE OF DESTRUCTIVE MATERIALS. IN ADDITION, HOME8 DOES NOT WARRANT THAT ACCESS TO THIS WEBSITE OR YOUR ACCOUNT WILL BE UNINTERRUPTED OR ERROR-FREE, AND HOME8 ASSUMES NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE CAUSED BY YOUR ACCESS, OR INABILITY TO ACCESS, THIS WEBSITE.

#### 4. LIMITED LIABILITY

HOME8 SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDING ANY DAMAGES FOR LOSS OF INCOME OR PROFITS), HOWEVER CAUSED AND WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE IN CONNECTION WITH: (1) THE REFERRAL PROGRAM; (2) ANY FAILURE, DELAY, OR DECISION BY HOME8 IN ADMINISTERING THE REFERRAL PROGRAM; (3) THE USE OR INABILITY TO USE THIS WEBSITE; OR (4) THE PURCHASE OR USE OF ANY MERCHANDISE, PRODUCTS, OR SERVICES OF HOME8, EVEN IF HOME8, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### 5. TERMINATION OR MODIFICATION OF THE REFERRAL PROGRAM AND YOUR PARTICIPATION

(1) Home8 reserves the right to terminate this Referral Program at any time with or without notice.

(2) Home8 may also modify this Agreement from time to time, with or without notice, and your continued participation in the Referral Program after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the Terms and Conditions page of the Referral Program website regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Referral Program.

(3) Participation in the Referral Program is subject to the Terms and Conditions. Any failure to comply with the Terms and Conditions, any fraud or abuse relating to the redemption of \$25 Coupon Code, or any misrepresentation of any information furnished to Home8 or its affiliates by you, or anyone acting on your behalf or under your account or password, may result in the termination of your participation in Referral Program, and/or forfeiture of your \$25 Coupon Code. In the event of fraud, misconduct, or suspected fraud or misconduct by you or anyone acting on your behalf or under your account or password, Home8 reserves the right to suspend access to your account indefinitely pending investigation.

## 6. MISCELLANEOUS

(1) Home8 is not responsible for changes to, or discontinuance of, the Referral Program or for any effect on accrual of rewards caused by changes or discontinuance.

(2) You will be responsible for any and all tax liability arising out of your accrual or redemption of the Coupon Code. You further agree to indemnify, defend and hold harmless Home8, its agents, employees, successors and assigns from and against any losses, liabilities, damages, costs or expenses, including interest, penalties and attorneys' fees, based upon, arising out of or otherwise resulting from any inaccuracy or breach of any representations, warranties or obligations set forth herein.

(3) All questions or disputes regarding the Referral Program, including without limitation, questions or disputes regarding eligibility for the Referral Program, or the eligibility of \$25 Coupon Code for redemption, must be submitted in writing through email to support@home8systems.com within 90 days after the Referee's Qualified Purchase. Any such disputes shall be resolved by Home8 at its sole discretion. All interpretations of the Referral Program and its Terms and Conditions shall be at the sole discretion of Home8. In the event that an error is made by Home8, such error shall not constitute a breach of this Agreement, and your sole remedy shall be the credit of the disputed \$25 Coupon Code.

(4) By participating in the Referral Program, the Referrer and the Referee agree that Home8 may provide their information (such as name, purchase date, telephone number, or e-mail address) to the Referrer, the Referee and others, including third party providers for purposes of administration of the Referral Program. You further agree that any personal data that you transmit through our website will be governed by our Privacy Policy, which is hereby incorporated by into these Terms and Conditions by reference. You authorize Home8 to disclose necessary information that you have provided about your account: (i) to agents of Home8 or its affiliates, such as independent auditors, consultants or attorneys; (ii) to comply with government agency or court orders or requests; or (iii) where it is necessary for fulfillment with third party suppliers.

(5) All Home8 promotional materials, including the self printable materials on this Referral Program website remain the property of Home8. The Referrer shall cease use of and remove any promotional materials upon demand by Home8 or upon expiration or termination of this Agreement by Home8, with or without cause.

(6) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of law rules. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. The failure by Home8 to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and Home8 with respect to the Referral Program.