

Impact Farming refer and earn rules:

1. Introduction, terminology and interpretation
 - 1.1. In these terms and conditions (“Referral Programme Terms”), any capitalised words not expressly defined herein have the same meaning as those defined in the Fedgroup Asset Terms and Conditions of Sale (“Impact Farming Terms”).
 - 1.2. “Us”, “we” or “our” means Fedgroup Financial Holdings (Pty) Ltd in association with Fedgroup Ventures (Pty) Ltd and “Referrer” means any person who has purchased an Asset or uses our Services and has successfully invited a third party (“Referee”) to purchase an Asset through the Fedgroup Platform.
 - 1.3. Under our Referral Programme, a Referrer will earn a referral bonus of R100 (one hundred rands) (“Referral Bonus”) credited to the Referrer’s Fedgroup Account for each Referee successfully invited to purchase an Asset, and a Referee who purchases an Asset on the Fedgroup Platform using the unique referral code sent by the Referrer to the Referee through the Fedgroup Platform (“Referral Code” and “Referral” and “Referral Link” have corresponding meanings).
 - 1.4. The Referrer, by referring a Referee to us, and the Referee, by accepting the Referral and purchasing an Asset, agree to these Referral Programme Terms.
 - 1.5. By using the Referral Programme, the Referrer and Referee also agree to the Impact Farming Terms.
 - 1.6. Any reference in these Referral Programme Terms to any legislation will be to that legislation as amended from time to time.
2. How to earn a referral bonus

In order to qualify for a Referral Bonus, the Referrer must have a Fedgroup Account and own at least 1 (one) Asset. Subject to the other terms and conditions of these Referral Programme Terms, the Referrer will earn a Referral Bonus if:

 - 2.1. a Referee clicks on the Referral Link to create a valid Fedgroup Account complying with the Impact Farming Terms; and
 - 2.2. the Referee purchases an Asset through the Fedgroup Platform.
3. Qualifying purchase
 - 3.1. The Referral Bonus will be credited to the Referrer’s Fedgroup Wallet within 10 (ten) days after we have received payment of the full Asset Purchase Price from the Referee.
 - 3.2. Should a Referee’s purchase of an Asset be rejected or the Asset Purchase Price payment be reversed for any reason before expiry of the period referred to in clause 3.1 above, the Referrer will not be entitled to the Referral Bonus.
 - 3.3. Should a Referee’s Order be cancelled or a Referee’s Assets be sold within 3 (three) months of us allocating the Assets to the Referee, the Referrer will not be entitled to a Referral Bonus in respect of the associated Assets and, if the Referral Bonus has already been credited to the Referrer’s Fedgroup Wallet, it will be reversed in that account.
4. Multiple referrals
 - 4.1. You are entitled to multiple Referral Bonuses, but Referral Bonuses may not be earned and will not be given, by you or the same Referee creating multiple Fedgroup Accounts. In addition, Referral Bonuses accrued in separate Fedgroup Accounts may not be combined into one Fedgroup Account.
 - 4.2. A Referee may only use one Referral Link. If a Referee receives Referral Links from multiple Fedgroup Account holders, only the corresponding Fedgroup Account holder of the Referral Link first used by the Referee will receive the Referral Bonus.

5. Termination or suspension of referral programme

We may suspend or terminate the Referral Programme or the Referrer's or Referee's ability to participate in the Referral Programme at any time for any reason.

5.1. We reserve the right in our sole and unfettered discretion and as we deem appropriate and fair to review, investigate and suspend Fedgroup Accounts or reverse Referral Bonuses if we notice any activity that we believe is abusive, fraudulent or in breach of these Referral Programme Terms or the Impact Farming Terms.

6. Monitoring of referral programme

We may monitor and record Referral Programme communications or traffic in order to maintain the proper functioning and to prevent unauthorised use of the Referral Programme, and whenever the law requires us to do so.

7. Privacy

Any information obtained by us, a Referrer or a Referee through the Referral Programme is subject to our Privacy Policy, the terms and conditions of which are contained on the Fedgroup Platform.

8. Your agreement to these terms and any updates or amendments

8.1. These Referral Programme Terms may be updated or amended by us at any time in our sole discretion and with prospective effect without prior notice to Referrers or Referees and any updates or amendments will take effect when posted on the Fedgroup Platform unless a later date is stated in the update or amendment. Each time a Referrer/Referee uses the Fedgroup Platform or our Services, it is the Referrer's/Referee's responsibility to review the Referral Programme Terms in case of any updates or amendments. If the Referrer/Referee does not agree to our updates or amendments, the Referrer/Referee must discontinue the Referrer's/Referee's use of the Fedgroup Platform and our Services and notify us of the discontinuation in writing (to the support team email address specified in the Information Manual).

8.2. The limited, revocable, non-transferable license granted to the Referrer and Referee to access and use the Fedgroup Platform is subject to these Referral Programme Terms and the various policies and agreements which may govern such use and access, as indicated on the Fedgroup Platform.

8.3. Referrers and Referees may print copies of these Referral Programme Terms and any updates or amendments - any difficulty in printing any of them or assistance required in obtaining hard or electronic copies, should be addressed to our support team by email to the address specified in the Information Manual.

9. Tax

Referrers/Referees are responsible for any Tax consequences, if any, resulting from Referral Bonuses.

10. Transfer of rights and obligations

10.1. We are entitled to cede, assign, delegate or otherwise transfer any of our rights or obligations under these Referral Programme Terms to any third party without Referrers' and Referees consent first being obtained.

10.2. Referrers and Referees are not entitled to cede, assign, delegate or otherwise transfer any of their rights or obligations under these Referral Programme Terms to any third party without our prior written consent, which will not be unreasonably withheld.

11. Waiver

Failure of a party to insist upon strict performance of any provision of these Referral Programme Terms or any associated agreement, or the failure of a party to exercise any rights or remedies to which it is entitled under these Referral Programme Terms will not constitute a waiver of any of them and will not cause a diminution of the obligations under

these Referral Programme Terms or any associated agreement. No waiver of any of the provisions of these Referral Programme Terms or any associated agreement will be effective unless it is expressly stated to be waived and signed by the parties affected by the waiver.

12. Limitation of liability and damages

We will not, regardless of the circumstances or causes, be liable under these Referral Programme Terms for any consequential, special, indirect or other damages (including, without limitation, lost profits or punitive damages), whether based in contract, delict or otherwise, even if we have been advised of the possibility of such damages. This limitation will apply to the maximum extent permitted by applicable law. The Referrer/Referee expressly agrees that if we are found liable to the Referrer/Referee, regardless of the foregoing limitations, our maximum aggregate liability to the Referrer/Referee, whether arising from breach of warranty, breach of contract, negligence, or on any other legal basis, will not exceed the Referral Bonus.

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