

GreenSky® Merchant Referral Programs
Retail Merchants and Home Improvement Merchants

Effective Date: October 25, 2019

Last Revised: October 25, 2019

Program Overview: The GreenSky Merchant Referral Programs (each and together, the “Program”) are offered by GreenSky, LLC (“GreenSky”) and provide the opportunity for eligible merchants participating in the GreenSky® Program (“Merchants”) to refer merchants not currently participating in the GreenSky® Program to GreenSky to participate in the GreenSky® Program.

Program Details: GreenSky will awards listed below (each, a “Reward”) to any Eligible Referrer who refers an Eligible Merchant in compliance with these Referral Program Rules (the “Rules”):

	<i>Award Amount</i>
<i>Retail Merchants</i>	Two Hundred and Fifty Dollars (\$250.00)
<i>Home Improvement Merchants</i>	Two Hundred and Fifty Dollars (\$250.00)

The Reward will be issued to the Eligible Referrer within sixty (60) days following the first funded loan by the referred Merchant. In order to receive a payment, an Eligible Referrer must be in good standing with GreenSky. The Program is valid only in the United States and cannot be combined with any other offers. GreenSky reserves the right to add, modify and/or delete any Rewards and/or requirements to receive any Rewards at any time. GreenSky’s decision with respect to all aspects of the Referral Program is final and binding.

Definition of an Eligible Referrer: To qualify as an “Eligible Referrer,” you must be either a Retail Merchant (for the Retail Merchants Reward) or a Home Improvement Merchant (for the Home Improvement Merchants Reward) currently enrolled, active and in good standing (i.e., not suspended) in the GreenSky® Program when the Eligible Merchant is enrolled in the GreenSky® Program. Existing and former GreenSky Merchants are prohibited from referring either themselves, affiliated/related businesses, or persons related to any principal of the Eligible Referrer.

Definition of an Eligible Merchant: An “Eligible Merchant” is a business that (1) is not currently, and has never been, a GreenSky Merchant; (2) is not already registered as a GreenSky lead or contact in GreenSky’s records; (3) signs up as a GreenSky Merchant; and (4) is an active merchant in good standing for at least sixty (60) days after activation of account in compliance with the relevant Program Agreement terms are available at the following locations:

	<i>Web Link</i>
<i>Retail Merchants</i>	www.greensky.com/retail/resources
<i>Home Improvement Merchants</i>	www.greensky.com/merchantagreement/

No Prohibited Actions: You agree not to take any action which is or may be interpreted to be detrimental to the brand, trademark or interests of GreenSky, including without limitation, attempting to make referrals or receive rewards in a manner inconsistent with these Rules or the intent of these Rules, attempting to earn rewards through illegitimate channels, participating in fraud, or tampering with Referral Program.

How to Earn Rewards: In order to be eligible to earn Rewards, you must first complete the registration process.

Registration Process: A referral may be submitted at greensky.com/referral (Referral Website). The Eligible Referrer shall submit all required fields on the form including requested information about Eligible Referrer and information about the Eligible Merchant. If the Eligible Referrer wishes to refer more than one Eligible Merchant, a separate form must be completed for each referral. After you have completed the referral website registration process, you may make referrals by submitting your referrals directly to GreenSky via the form provided on the Referral Website. You may not send mass email messages (to multiple recipients at the same time). Additionally, you may not issue marketing communications regarding the GreenSky® Program through any other online means, including texting, on websites, or through any automated email, online or texting marketing method or program, or through telemarketing means, without GreenSky's prior written consent, which may be withheld in its sole discretion. Further, any invitation to a potential new GreenSky merchant must comply with all applicable laws including, but not limited to, CAN-SPAM.

Reward Issuance: The Reward will be issued to the Eligible Referrer in the form of an electronic gift card. If required by GreenSky, Merchant must timely complete and submit any additional documentation within a timeframe set by GreenSky, including tax-related documents, in order to eligible to win any prize.

General Conditions: By participating in the Referral Program, you agree to release, discharge, indemnify and hold harmless GreenSky, its subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Referral Program or out of the acceptance, use, misuse or possession of any Reward attained through this Referral Program. You further agree not to: (a) bind, create any obligation (express or implied) or negotiate prices or other terms and conditions on GreenSky's behalf (nor represent to any person, including any prospective GreenSky customer or New Eligible Merchant, that you have authority to do so); or (b) make any claims regarding the GreenSky services. You also agree that any promotion methods that you use to promote GreenSky products and services to prospective GreenSky customers shall be in accordance with all applicable laws and regulations.

Released Parties are not responsible for late, lost, incomplete, delayed, inaccurate, garbled, undelivered, misdirected referrals or Rewards or other errors or problems of any kind relating to or in connection with the Referral Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Referral Program, the verification of Eligible Merchants, the tracking of referrals and Eligible Merchants, the announcement of the Rewards or in any Referral Program-related materials.

GreenSky reserves the right at any time to modify, suspend or cancel the Referral Program or the Rules at any time. Any changes GreenSky makes will be effective immediately on notice, which it may give either by posting on the Referral Website, [GreenSky.com](https://greensky.com) or via e-mail. Your participation in the Referral Program after such notice will be deemed acceptance of such changes. You should review these Rules periodically to ensure familiarity with the most current version. You will always be able to tell when the version was last updated by checking the "Last Revised" date at the top of these Rules. All questions or disputes regarding the Referral Program, including without limitation, those involving eligibility, participation, fraud and abuse will be resolved by GreenSky.

GreenSky also reserves the right to disqualify and deregister any Referrer in the event that GreenSky determines that Referrer has violated any of these Rules, which determination shall be final. In the event of such disqualification or deregistration, Referrer forfeits the rights to receive, and GreenSky is not obligated to honor or pay any Rewards which vest on or after the date of such effective disqualification or deregistration.

Your participation in the Referral Program constitutes permission for GreenSky and its designees to use your name, biographical information, image, likeness and/or statements about the Referral Program for advertising, trade, promotional and other purposes, in any manner, in any and all media now or hereafter devised, worldwide, in perpetuity, without additional compensation, notification or permission, unless prohibited by law.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the participant and GreenSky in connection with the Referral Program, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

GreenSky Marks: You acknowledge that GreenSky's names, logos, trademarks, service marks and other intellectual property (collectively, "GreenSky Marks") are the exclusive property of GreenSky, LLC and that you do not have any proprietary rights therein. You may only use and display GreenSky Marks to the extent specifically designated or authorized in advance by GreenSky. Any marketing materials, communications and displays produced by you shall: (1) be produced at your sole cost and expense; (2) comport with reasonable standards of good taste; (3) comply with GreenSky's then-current marketing and legal compliance guidelines and rules, which may be updated from time to time; and (4) comply with applicable laws. For the avoidance of doubt, all publications or public displays using GreenSky Marks must be reviewed and approved in advance by GreenSky prior to first use. All GreenSky Marks are and will remain the sole property of GreenSky. The permissions to GreenSky Marks are revocable by GreenSky at any time in GreenSky's sole discretion upon thirty (30) days' notice and immediately without opportunity to cure if, in our sole discretion, you infringe or improperly use or publish any of our Marks. For avoidance of doubt, all applicable federal, state and local laws and regulations apply.

WARRANTY DISCLAIMER: GREENSKY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY SERVICES OR PRODUCTS CONTEMPLATED BY THIS AGREEMENT. GREENSKY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE AND MERCHANTABILITY.

By participating in the Referral Program, you agree, affirm, and represent that you have read, understand and will comply with the Rules.

LIMITATION OF LIABILITY: GREENSKY'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO \$1,000. NEITHER GREENSKY, NOR ITS AFFILIATES, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, EVEN IF GREENSKY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY GREENSKY. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS PROVISION.

PERSONAL INFORMATION: Your personal information collected in connection with this Program will be used in accordance with GreenSky's Privacy Policy, available for GreenSky at www.greensky.com/privacy-policy

If you have any questions about the Referral Program, please email GreenSky at referrals@greensky.com.