

Calm Business Referral Program

Terms & Conditions

Last Updated: May 30, 2023

These Calm Business Referral Program Terms and Conditions (“**Terms**”) govern your participation in the *Calm Business Referral Program* (“**Program**”) offered by Calm.com, Inc. (“**Calm**,” “**we**” or “**us**”). By participating in the Program, you agree to be bound by these Terms.

Please note that these Terms apply only to the Program and are separate from the [Calm Terms of Service](#), which will continue to apply to any use of Calm’s services (“**Services**”). Please note that Calm may use any information it receives in connection with this Program about you or others in accordance with our [Privacy Policy](#).

1. **About the Program.** The Program is designed to help Calm find business contacts who may be interested in purchasing Calm Business Services for their company’s personnel (“**Calm Business Plan**”). A qualified Calm Business Plan is a Calm Business package that provides access to Services for at least one hundred and one (101) company personnel, as described in more detail [here](#).

2. **Participation.** If you participate in the Program, you represent and warrant that you meet the following eligibility requirements:

- a. you are a legal resident of the United States of America;
- b. you are at least 18 years of age;
- c. you are not currently employed by Calm, including as a full-time or part-time employee, as a paid or unpaid intern, or as an independent contractor to Calm; and
- d. you are not a government official, including an officer or employee of the United States or a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or a person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

3. **Eligible Contact.** The person you refer must meet the following eligibility requirements to be considered an “**Eligible Contact**”:

- a. they must be a legal resident of the United States of America;
- b. they must be at least 18 years of age;
- c. they must have the authority to purchase a Calm Business Plan on behalf of their Company or support someone with this authority;
- d. they must be employed by a company with at least one hundred and one (101) employees;

- e. their company may not be a government organization including, but not limited to, federal, state, local, or tribal entities in the United States or the equivalent in foreign jurisdictions;
 - f. their company may not be one that currently supplies goods or services to Calm;
 - g. they may not be an immediate family member of a Calm employee; and
 - h. you have the right to provide their information to Calm or they voluntarily provide their information to Calm and our use in accordance with our [Privacy Policy](#) will not violate any law.
4. **Referring Instructions.** To refer an Eligible Contact either:
- a. accurately complete all required fields in our online referral form (“**Referral Form**”);or
 - b. publicize or share your unique referral link with an Eligible Contact for them to provide all required information on the Referral Form.
5. **Rewards.** Calm will issue the below described rewards if (a) you are the first person to refer the Eligible Contact; (b) your Eligible Contact meets (by phone, video, or in person) with Calm to discuss their company purchasing a Calm Business Plan within 6 months of the submission of a Referral Form; and (c) you have not already received a referral reward from this Program.
- Referral Reward:** you will receive a one-year subscription for Calm Premium.
- Eligible Contact Reward:** your Eligible Contact will receive a Calm lifetime subscription, subject to the applicable terms associated with a lifetime subscription.
- a. Calm will not issue a reward until after it verifies your and your contact’s eligibility, which it will determine in its sole discretion. Calm reserves the right to revoke or disqualify you from eligibility to receive a reward under this Program in the event we reasonably believe you have breached any of the Terms. We may send notices to you or your contact relating to this Program (including eligibility to receive a reward) to the email address provided in the Referral Form. You and your contact must claim any reward provided in accordance with the instructions we provide you via a notification email within one year of receiving that notice.
 - b. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY REWARD ARE YOUR SOLE RESPONSIBILITY. Rewards are not transferable. No substitutions or exchanges of any reward (including for cash) will be permitted, except that we reserve the right to substitute a reward of comparable or greater value for any reward.
6. **Other Conditions.** You agree not to engage in any of the following activities in connection with your participation in the Program:

- a. take any action that violates Calm's [Terms of Service](#);
- b. engage in any activities with intent to deceive, such as by impersonating any person, or that constitutes fraud (or attempted fraud);
- c. violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program;
- d. submit anyone as an Eligible Contact who you know or should know would not want Calm to connect with them about a Calm Business Plan;
- e. refer yourself as an Eligible Contact; or
- f. sell or transfer any reward we provide in connection with these Terms.

7. **Additional Promotions.** From time to time, Calm may offer special or additional promotions in connection with the Program ("**Promotions**") through which you may receive additional rewards or discounts by complying with the terms and conditions of the Promotions. Any participation in a Promotion will be subject to that Promotion's terms and conditions, including any limited eligibility periods.

8. **CA Notice of Financial Incentive.** You may participate in this financial incentive by providing the information we have requested in connection with this Program. If you choose to participate in the Program, Calm will collect identifiers, such as name, email and phone number, and professional or employment information. Your participation is completely voluntary and on an opt-in basis. If you wish to withdraw from the Program, you can do so at any time by contacting us at support@calm.com. If you withdraw, you will no longer be eligible to receive a reward under the Program. The value of the personal information we collect is reasonably related to the value of the benefit presented to you.

9. **Limitation of Liability.** To the fullest extent permitted by applicable law, (a) Calm will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if Calm or its affiliates have been advised of the possibility of such damages; and (b) the total liability of Calm for any claim arising out of or relating to these Terms or your participation in the Program, regardless of the action, is limited to the amounts (if any) payable to you under these Terms.

10. **Governing Law and Venue.** Any dispute arising from these Terms and your participation in the Program will be governed by and construed and enforced in accordance with the laws of California, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of California and the United States, respectively, sitting in San Francisco, California.

11. **Suspending or Discontinuing the Program.** We reserve the right to suspend or stop providing all or portions of our Program at any time. You also have the right to stop participating in the Program at any time.

12. **Changes.** We may modify these Terms from time to time. We will provide notice of changes by posting the updated Terms to our Referral Form and updating the “Last Updated” date above, and we may provide additional notice (such as by email or through the Referral Form). Your participation in the Program after these changes, will signify your agreement to the updated Terms. If you do not agree to the amended Terms, you must stop participating in the Program. Except in urgent situations, such as changes designed to help prevent abuse or respond to legal requirements, any changes to these Terms will apply only on a going-forward basis.

13. **General Terms.** If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. Calm’s failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements and understandings of the parties. Use of the word “include” or “including” will be interpreted to mean “including without limitation.” These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.