

Calm Business Referral Program

Terms & Conditions

Last Updated: August 22, 2022

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 online products and 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

- a. The Program is designed to help Calm find business contacts who may be interested in purchasing a “Calm Business” enterprise package of Services for their company’s personnel (“**Calm Business Enterprise Plan**”). A qualified Calm Business Enterprise Plan is a Calm for Business package that provides access to Services for at least twenty one (21) company personnel, as described in more detail [here](#).
- b. **Eligible Contacts.** You should only refer eligible contacts, which are those individuals who are in a position to purchase a Calm Business Enterprise Plan on behalf of their company, or who support others in that position (an “**Eligible Contact**”). A contact must be employed by a company with at least twenty-one (21) employees to be considered an Eligible Contact. Contacts at government organizations are not Eligible Contacts. Government organizations include federal, state and local, tribal, and state-owned entities in the United States and equivalent entities in foreign jurisdictions. Immediate family members (spouses, parents, children, siblings, grandparents, and “step” children, wherever they may live) and individuals employed by companies that currently supply goods or services to Calm are not Eligible Contacts.
- c. **Referral Form.** In order to be eligible for any reward under the Program (“**Reward**”), you will need to accurately complete all required fields in our [online referral form](#) (“**Referral Form**”), including by providing requested information regarding each contact you want to refer (“**Referred Contact**”).

2. Eligibility

- a. You may only participate in the Program if you meet the following eligibility requirements:

- i. you are a legal resident of the United States of America;
 - ii. you are an individual and are at least 18 years of age;
 - iii. you have lawfully obtained the Referred Contact's information and your provision of that information to Calm, and our use in accordance with our [Privacy Policy](#), does not and will not violate any applicable law or regulation.
- b. If you participate in the Program, you represent and warrant that you meet the above eligibility requirements.

3. Referral Rewards

- a. Subject to these Terms, you qualify for a “**Successful Referral Reward**” if, following Calm's meeting with your Referred Contact, your Referred Contact's company purchases a Calm Business Enterprise Plan within 6 months of your submission of a Referral Form. Additionally, your Referred Contact will receive a lifetime subscription to the Services if we have a meeting (by phone, video or in person) with your Referred Contact, subject to the applicable terms associated with Calm's lifetime subscriptions. The Successful Referral Reward is described below:
- **Successful Referral Reward:** a prepaid Amazon Gift Card in the amount of \$500.
- b. **To qualify for a Successful Referral Reward, you must (i) have complied (and remain in compliance) with these Terms, (ii) be the first person to refer a Referred Contact that results in the purchase of a Calm Business Enterprise Plan, and (iii) your Referred Contact must be an Eligible Contact.**
- c. You are only eligible to receive one Successful Referral Reward per calendar year in connection with this Program.
- d. We may send notices to you relating to this Program (including eligibility to receive a reward) via email to the email address you provide for yourself via the Referral Form. It is your responsibility to maintain access to, and monitor, emails sent to the email you use as part of this Program (including by monitoring your spam filters).
- e. Your eligibility to receive a Reward is subject to verification by Calm, whose decisions are final and binding in all matters related to this Program. You will not receive a Reward unless and until your eligibility has been verified and you have been notified by Calm that verification is complete and no further action is needed. You must claim any Reward provided in accordance with the instructions we provide you via a notification email within one year of receiving that notice.
- f. **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.

4. Other Conditions

- a.** You agree not to engage in any of the following activities in connection with your participation in the Program:
 - i. Take any action that violates our [Terms of Service](#) in connection with your use of our Services;
 - ii. engage in any activities with intent to deceive, such as by impersonating any person, or that constitutes fraud (or attempted fraud);
 - iii. 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;
 - iv. send Referred Contact information for individuals that you know or should have known would not want Calm to connect with them about an Enterprise Package;
 - v. refer yourself as a Referred Contact or any member of your family; or
 - vi. sell or transfer any reward we provide in connection with these Terms.
- b.** 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.

5. 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 any applicable Promotions terms and conditions, including any limited eligibility periods.

6. 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 Rewards under the Program. The value

of the personal information we collect is reasonably related to the value of the benefit presented to you.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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. The failure of Calm 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.