

## **ALOHA REFERRAL PROGRAM TERMS AND CONDITIONS**

**Effective:** February 20, 2024

**PROGRAM OVERVIEW:** The Aloha Referral Program (the "Referral Program" or the "Program") is offered by NCR Voyix Corporation ("NCR Voyix"). The Program offers the ability to refer your network to NCR Voyix and receive incentives for referrals who sign up for Aloha Cloud and Aloha POS products and services. You do not have to be an NCR Voyix customer to participate in the Referral Program.

**PROGRAM DETAILS:** NCR Voyix will award an electronic gift card equal to the amount of the reward (the "Reward") to any Referrer (as defined below) who refers a New Customer (as defined below) in accordance with these Referral Program Rules (the "Rules"). Reward calculations will be based on the number of New Customer sites that purchase Eligible Products. The Program is valid only in the United States and cannot be combined with any other offers. NCR Voyix reserves the right to add, modify and/or delete any element of the Program and/or requirements to receive any Rewards. NCR Voyix's decision with respect to all aspects of the Program is final and binding.

**REFERRER:** To qualify as a "Referrer" you must be 18 years of age or older and a legal resident of the United States territory or District of Columbia, including Puerto Rico. NCR Voyix employees are not eligible to participate in this program.

Individuals may not refer businesses that they own, operate, or have decision making authority over. Franchisors may not refer franchisees. Any referred person or company already present within NCR Voyix's customer management system as an existing opportunity is excluded. Business owners and employees cannot refer their own business, but consultants, contractors and others who are not employees may refer companies for which they are contracted to work. NCR Voyix reserves the right to validate that the referrer is/was not an employee at the time of referral. Referrers cannot refer immediate family members living within the same household. Resellers of NCR Voyix services or products are excluded from the Program. Referrers cannot refer the same New Customer more than once (1) in a ninety (90) consecutive day period. In the event of duplicate referral submissions via any of NCR Voyix's referral program portals, the first submission will be accepted, and subsequent submissions disqualified.

**NEW CUSTOMER:** A "New Customer" is an individual or business that (1) is not an NCR Voyix customer; (2) is not registered as an NCR Voyix Business lead or contact in NCR Voyix Business' records; and (3) purchases Eligible Products within 90 days of the date that the referral is made. If a Referrer refers a New Customer with multiple locations, each location that meets the requirements of (1) – (3) above shall constitute a rewardable referral, provided however, the maximum number of Rewards a Referrer can earn for a New Customer with multiple locations is ten (10).

**ELIGIBLE PRODUCTS:** "Eligible Products" means Aloha and Aloha Cloud POS systems and related hardware, software, payments and services.

You agree not to abuse any of the services provided by NCR Voyix. This includes the online registration mechanism, the referral website and any other resources provided by NCR Voyix. This includes but is not limited to attempts 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, or any other activity deemed by NCR Voyix to be abusive.

**HOW TO EARN REWARDS:** You must submit your referral at:

<https://www.ncr.com/restaurants/aloha-referral-program> (the "Referral Website").

Any referrals made by any other means under this Program will be considered invalid.

**ISSUANCE OF THE REWARD:** You will receive the Reward in U.S. Dollars as an electronic gift card. Rewards are not transferable. Prior to Rewards approval, you will receive a request to submit a completed and valid W-9. The name of the Rewards recipient must exactly match the name on the W-9 form. Rewards are forfeited following thirty (30) days of non-receipt of a completed and valid W-9 form. If the Referrer is an NCR Voyix customer with a past due balance, NCR Voyix may elect to offset the Reward against any such past due balance. Rewards are subject to local, state and federal taxes, which are the responsibility of the Referrer. The Referrer will receive a 1099 tax form for tax reporting purposes if the amount of rewards earned during a tax year is \$600 or greater. The reward will be issued up to thirty (30) days after a New Customer has been deemed eligible and your completed and valid W-9 has been received.

The Reward amount will be \$1000 (USD) per location for New Customers who purchase Eligible Products subscriptions, subject to the above-referenced limit of up to ten (10) total Rewards for any New Customer with multiple locations.

**GENERAL CONDITIONS:** By participating in the Referral Program, you agree to release, discharge, indemnify, and hold harmless NCR Voyix from any and all liability arising from your participation in the Referral Program. This includes your agreement to release, discharge, indemnify, and hold harmless all parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all 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 or products 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 NCR Voyix's behalf (nor represent to any person, including any prospective NCR Voyix customer or New Customer, that you have authority to do so); or (b) make any claims regarding the NCR Voyix products and services beyond those made by NCR Voyix in the documentation describing such products and services available at <https://www.ncr.com/restaurants>. Moreover, you also agree that any promotion methods that you use to promote NCR Voyix products and services to prospective NCR Voyix customers shall be in accordance with all applicable laws and regulations. This is not an offer or solicitation in any jurisdiction where NCR Voyix is not authorized to do business or where such offer or solicitation would be contrary to the local laws and regulations of that jurisdiction. Unauthorized access and use are prohibited. All applicable federal, state, and local laws and regulations apply.

**NCR VOYIX MARKS.** You acknowledge that NCR Voyix's names, logos, trademarks, service marks and other intellectual property (and the names of products and packages that are provided by NCR Voyix) (collectively, "NCR Voyix Marks") are the exclusive property of NCR Voyix and that you do not have any proprietary rights therein. You may only use and display NCR Voyix Marks to the extent authorize and specifically designated by NCR Voyix in advance. Any subsequent or additional marketing materials, communications and displays produced by you shall: (1) be created at your sole cost including all expenses; (2) conform to reasonable standards of good taste; (3) comply with NCR Voyix's current marketing and legal compliance guidelines and rules, which may be updated from time to time; and (4) comply with all applicable laws. For the avoidance of doubt, all publications or public displays using NCR Voyix Marks must be reviewed and approved in advance by NCR Voyix prior to first use. All NCR Voyix Marks are the sole property of NCR Voyix and will remain as such. NCR Voyix may revoke the permissions to NCR Voyix Marks at any time in NCR Voyix'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 NCR Voyix Marks.

Released Parties are not responsible for the following: late, lost, incomplete, delayed, inaccurate, garbled, undelivered, misdirected Referral 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 New Customers, the tracking of referrals and New Customers deemed eligible, the announcement of the Rewards or in any Referral Program-related materials. Persons confirmed to have abused, altered or tampered with any aspect of this Referral Program, who are likewise performing in a destructive or professional manner or who are otherwise deemed non-compliant with these terms as solely determined by NCR Voyix will be disqualified from the Referral Program and all points and/or Rewards will immediately be deemed void. Released Parties are not responsible for injury or damage to participants' or to any other person's computer, table, smartphone, or devices of a similar nature related to or resulting from participating in this Referral Program or downloading materials from or use of the Referral Website.

NCR Voyix reserves the right at any time to modify, suspend or cancel the Referral Program or the Rules. Any changes made by NCR Voyix will be effective immediately on notice, which it may give either by posting on the Referral Website <https://www.ncr.com/restaurants/aloha-referral-program> or via e-mail. Your continued participation in after such notice will be deemed acceptance of such changes to the Referral Program. Periodic review of these Rules is recommended to ensure familiarity with the most current version. Checking the "Last Revised" date at the top of these Rules will inform you of when the current version received its most recent update. All questions or disputes regarding the Referral Program, including without limitation, those involving eligibility, participation, fraud and abuse will be resolved by NCR Voyix.

NCR Voyix also reserves the right to disqualify and deregister any Referrer in the event that NCR Voyix 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 NCR Voyix 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 NCR Voyix and its designees to use your name, biographical information, image, likeness and/or statements about the Referral Program in accordance with the privacy policy (set forth below) 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 NCR Voyix 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.

**WARRANTY.** NCR VOYIX MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY SERVICES OR PRODUCTS CONTEMPLATED BY THIS AGREEMENT. NCR VOYIX 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 and understand these Rules. In addition, you affirm and represent that you have complied with all the Rules, as well as NCR Voyix's Terms of Service (as applicable) and have not committed any fraud or deception in entering the Referral Program.

**LIMITATION OF LIABILITY: NEITHER NCR VOYIX, NOR ITS AFFILIATES, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, EVEN IF YOU HAVE BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY NCR VOYIX. 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 NCR Voyix's Privacy Policy, available at <https://www.ncr.com/privacy>.