

Garfum® Refer-a-Friend Terms and Conditions

These terms and conditions apply to Garfum Refer-a-Friend Program ("RAF Program"). By referring a friend, acting on a referral, using the RAF Program Garfum Desktop Website, or otherwise participating in the RAF Program, the referring user and/or referred friend agree to be bound by these terms and conditions.

Garfum created the Garfum Refer-a-Friend Program to reward our users for referring new users.

We reserve the right to change the Program or Terms, or to discontinue the Program, at any time without prior notice.

"Referrers" are current Garfum users who initiate a referral on the Garfum Website. "Referees" are non-users who join Garfum after a Referrer entered their unique registration code when they registered. **(No liability).**

1. Program Eligibility

- **Age:** You must be 18 years of age or older to participate in the RAF Program.
- **Active Account:** You must have an active user account in good standing with Garfum to be eligible to earn and redeem referral rewards through the RAF Program.
- **Fraud:** Garfum reserves the right to void any Referrals if it suspects, in its sole discretion, that: any RAF Program participant does not meet the Program criteria, has engaged in a fraudulent activation or, has violated any of these Terms and Conditions.

2. Program Participation

- **Referrals and Rewards:** Garfum's Refer-A-Friend Program ("RAF Program") is a Qualifying Activity by which an active Garfum user may earn \$1 for every non-Garfum user they refer to the site that joins. They will have the ability to redeem their referral reward dollars in increments of \$10.00 or more, once a month. There is no limit to the amount of referral dollars a Garfum user can earn. However, after agreeing to these Terms and Conditions, they are acting as an independent contractor and will be required to complete a W9 IRS Form and an Affidavit of Eligibility. In addition, a 1099 Form will be issued each year if necessary, and any monies that are made over the required limits; the referrers will be responsible for the payment of taxes. We have no liability to pay their state and federal taxes. In order for Garfum to pay the referrer, the referrer will need to have a PayPal account. Garfum is not responsible for PayPal processing fees.
- **Sending Referrals:** You must disclose the fact that you are a Garfum user when you give referrals the unique registration code. You agree to let your Referees know that you are the Referrer and that you may receive \$1 if they join Garfum. You may also share the code via social media and email. You should not send your unique registration code to people that you do not know, and you should honor all requests to stop referrals or communications about the RAF Program. You should not engage in any misleading, deceptive, annoying, or harassing practices with respect to referrals or RAF Program communications.
- **Refer-a-Friend Accounts:** You must join Garfum in its entirety with the given unique registration code by the use of the registration form.

3. Subcontractor

In consideration of a subcontractor agreement, contractor arrangement, or other involvement (hereinafter collectively referred to as “subcontractor” or derivative forms thereof) with Garfum.com Inc. and its related businesses, including Garfum.com, among others (hereinafter collectively referred to as the Company) and any compensation received by me, and as a condition precedent to my continued contracts and or subcontractor work with the Company, I hereby agree with Garfum’s Terms and Conditions. Garfum reserves the right to terminate this agreement at any time for any reason. In addition, according to the Governing Law, this agreement will be governed by and construed in accordance with the law of New Jersey. Each of the Parties hereby consents to the jurisdiction of the courts of New Jersey.

4. Indemnification

- To the fullest extent permitted by law, SCS Field Services shall defend, indemnify and hold harmless Garfums agents, employees, contractors, licensees, or affiliates from and against any and all liability, claim, cost, expense, damage, penalties, or judgments, including attorney’s fees and other expenses incident to litigation, arising from the acts or omissions of ; agents, employees, contractors, licensees or affiliates in the performance and furnishing of any and all work under this agreement, the breach of this agreement, or the violations of any applicable laws, rules, regulations or ordinances.
- **You agree and** shall defend, indemnify and hold harmless Garfum.com and other indemnified parties against any and all claims, suits or liens by others for payment of material, equipment or labor furnished.
- **You agree to** indemnify, defend and hold harmless Garfum.com and its agents, employees, contractors, licensees or affiliates, from and against any liens, damages, suits, charges, losses, fines, penalties, costs, liabilities, interest and expenses (including reasonable attorneys' fees) relating to or arising from, directly or indirectly, in whole or in part: (i) any claim for wages, employee benefits, pension, stock options, employee stock purchase rights, or any form of compensation. (ii) Any taxes, social security, unemployment compensation or any other required payroll deductions relating to the resources; (iii) any act or omission of or any resource.

5. *Please also read [Garfum.com Terms & Conditions](#)