

# Refer-a-Friend Terms & Conditions

Effective: April 11, 2025

Fivetran Inc. ("Fivetran," "we," "us," "our," or "Company") offers existing Fivetran customers ("you," "your") the opportunity to earn a referral reward (as defined below), by referring your friends to sign up for a free trial, purchase Fivetran products, and spend \$100 in a month. Your participation in the Refer-a-Friend Program ("Program") can earn you a reward for those qualifying referrals. The Program starts April 14, 2025 and continues through 11:59 pm PST on July 31, 2025. We may extend, reduce, modify or terminate the Program, at our sole discretion, at any time and without any liability to you.

These terms ("Terms") apply to your participation in the Program. By participating in the Program, you agree to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot participate in the Program. Customers also cannot participate where, by doing so, they would violate any applicable law or regulations. We reserve the right to disqualify anyone at any time from participation in the Program if he/she does not comply with any of these Terms. All of the Company's decisions are final and binding.

## Privacy

The personal information collected, processed and used as part of the Program will be used in accordance with our [Privacy Notice](#). We will reach out to Friends using the email addresses and information about them you provided, and we will note that you referred them to us. Therefore, you hereby explicitly agree to provide information to Company only if Friends consent to be contacted by us (including any follow up communications to remind Friends to start a Fivetran trial). We may also contact you about your participation in the Program.

## Eligibility

The Program is open to current Fivetran customers and those Friends referred to Fivetran by them. You and the person you refer must be legal residents of the United States of America and at least 18 years old to participate in the Program. Employees of the Company, its subsidiaries, affiliates or promotional agencies, and members of their immediate families and households, are not eligible to participate. You agree not to provide information about another person unless that person is at least 18 years old. You may not participate in the Program where doing so would be

prohibited by any applicable law or regulations, including rules applicable to government officials or entities. It is your responsibility to understand and comply with such laws and regulations.

## How the Program Works

To participate in the Program, visit the Fivetran website (“Site”) and follow the on-screen instructions to refer your friends, family members, or colleagues (“Friend(s),” “they,” or “them”). By completing the referral form on the Site, you represent that you know the Friend that you are referring, you genuinely believe they would be interested in the Fivetran products, and that, to the extent any consent is necessary, you have consent for that person to be contacted.

You may refer as many Friends as you like, provided your submission is in accordance with the Terms.

In order for you to earn a referral reward as further described on the Site (a “Referral Reward”), your Friend has to purchase Fivetran products and use a minimum of \$100 towards such products in a month (a “Qualifying Customer”). To count as a Qualifying Customer:

1. Friend must sign up for a Fivetran trial using the same email submitted in the referral form. Friend has six months from the referral date to complete their trial, purchase Fivetran products, and spend at least \$100 in a month with Fivetran. If Friend becomes a Fivetran customer outside of the specified timeframe, neither you nor the Friend will qualify under these Terms.
2. Friend must provide a valid company email address and Friend’s company must be new to Fivetran. This means the Friend cannot be an existing Fivetran Customer, already engaged with a Fivetran sales team member, or have been a Fivetran Customer or signed up for a free trial in the last 3 months.
3. Friend is a legal resident of the United States of America and at least 18 years old.
4. Only one Qualifying Customer can be earned for each company. If there are 2+ employees referred at one company, the first Friend referred (and the submitter) at that company will qualify for the incentive. If there are 2+ submitters for the same employee, the first submitter will qualify for the incentive.

Any Qualified Customer will be subject to verification by Fivetran, whose decisions on the outcome are in its sole discretion and are final and binding. All Program participants must respect the spirit of the Program by only referring Friends who are real individuals who meet the requirements of these Terms. Note that anyone who previously opted out of receiving messages from our sales team will not receive a Program email.

# Referral Rewards are subject to verification

By participating in the Program, you and Friend confirm that receiving Referral Rewards is in alignment with your company policies. We may delay a reward for the purposes of investigation. We may also refuse to verify and process any transaction that we deem, in our sole discretion, to be fraudulent, suspicious, in violation of these Terms, or that we believe will impose potential liability on us, our subsidiaries, affiliates or any of our respective officers, directors, employees, representatives and agents. All of our decisions are final and binding, including decisions as to whether a Qualifying Customer is verified or a Referral Reward is earned pursuant to these Terms.

## Restrictions

Referrers cannot refer themselves or create multiple, fictitious or fake accounts with the Company or participate in the Program as Friends. You may not use the Program to 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. In addition, you may not (i) tamper with the Program, (ii) act in an unfair or disruptive manner, or (iii) use any system, bot or other device or artifice to participate or receive any benefit in the Program. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Employees of the Company or any of its subsidiaries, affiliates are not able to participate.

## Liability

YOU UNDERSTAND AND AGREE THAT THE RELEASED PARTIES (DEFINED BELOW) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Program, you agree to defend, indemnify, release and hold harmless the Company, its affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to the Program (including, without limitation, any property loss,

damage, personal injury or death caused to any person(s)) and/or the awarding, receipt and/or use or misuse of any benefit in the Program. To be clear, the Released Parties shall not be liable for any technical errors or malfunctions, data theft or corruption, any printing or typographical error, or any damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program. The Released Parties shall not be liable for failure to supply any advertised benefit, by reason of any acts of God, any action or request by any governmental or quasi-governmental entity (whether or not valid), or any other activity or action that is beyond any of the Released Parties' control. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

## Disclaimer of Warranties

THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE RELEASED PARTIES MAKE AND GIVE NO WARRANTY THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THAT THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK.