

Gnosis Freight Promotions Terms and Conditions

These Gnosis Freight Promotions Terms and Conditions (these “Promo Terms”) apply to the promotions that Gnosis Companies, Inc. (“Gnosis,” “we,” “our,” or “us”) conducts from time to time, including, without limitation, referral programs, customer reference programs, gifts, and gift card giveaways, and discounts or other offers and incentives based on specified activities (each individually, a “Promotion,” and collectively, “Promotions”). These Promo Terms may be supplemented, modified, or superseded by terms and conditions communicated in connection with a specific Promotion. In the event there is any conflict or inconsistency between these Promo Terms and the terms and conditions communicated in connection with a Promotion, the terms and conditions communicated with such Promotion will govern and control to the extent of any such conflict or inconsistency.

By participating in any Promotion, you agree to these Promo Terms, the Gnosis Freight Website Terms of Service available [here](#) and the Gnosis Freight Privacy Notice available [here](#).

If you are participating in a Promotion on behalf of an entity or other organization: (i) references to “you” are to such entity or organization; (ii) you are accepting these Promo Terms for that entity or organization; and (iii) you are representing to Gnosis that you have the authority to bind that entity or organization to these Promo Terms.

Gnosis may modify or amend these Promo Terms at any time, without notice to you. Your continued participation in any Promotion and/or your use of vouchers, credits, discounts, or other offers and incentives (collectively, “Offers”) following any such modifications or amendments will constitute your acceptance of such modifications or amendments.

1. General Rules; Promotion Limitations

1.1. Each promotion is subject to any eligibility requirements, qualifying actions, limitations, and other conditions communicated in connection with such Promotion. Unless otherwise specified, Promotions are available only to participants who are at least eighteen (18) years of age and who are authorized representatives of their respective organizations.

1.2. If you qualify for an Offer, we will contact you via the email address provided. If you violate any of these Promo Terms or any other terms communicated with the Promotion, the Promotion will be invalid. Promotions are void where prohibited by applicable law.

1.3. You are responsible for any taxes, duties, and/or fees associated with receiving or using an item or service in connection with a Promotion. Gnosis may be required under applicable law to report certain information to tax or revenue authorities with respect to Offer amounts payable under these Promo Terms. Prior to any payment of any Offer amounts, you must provide Gnosis with the necessary tax forms, tax identification details, or other tax documentation (e.g., IRS Forms W-8 or W-9 for United States tax reporting) as may be required

by applicable law.

1.4. Gnosis reserves the right to modify or cancel any Promotion or any terms or conditions applicable to any Promotion, in its sole discretion, at any time and without notice, for any reason, including, without limitation, for technical issues or other unforeseen circumstances, or if Gnosis suspects or determines your actions with respect to any Promotion involve fraud, abuse, or bad faith.

1.5. Gnosis is not liable for any financial loss arising out of the refusal, cancellation, or withdrawal of any Promotion or any failure or inability on your part to take advantage of a Promotion for any reason.

1.6. If any provision of these Promo Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

2. Referral Program Rules.

2.1 Referrer Eligibility. To qualify for a referral Offer as a referrer, you must:

- (a) be an existing Gnosis Freight customer with an active account in good standing;
- (b) refer an eligible prospect to Gnosis using the referral link or other method provided to you as part of the Promotion;
- (c) be the first party to refer the prospect (if multiple referrals of the same prospect are received, only the first referrer qualifies);
- (d) not refer yourself, your own organization, or any entity in which you are an administrator, officer, or owner; and
- (e) Not use pay-per-click advertising, search engine marketing, content campaigns, or any other paid media in connection with Gnosis trademarks, trade names, or domain names to generate referrals.

2.2 Referred Prospect Eligibility. To qualify for a referral Offer as a referred prospect, you must:

- (a) not be an existing Gnosis Freight customer;
- (b) submit a referral form through the designated referral channel within the timeframe specified in the applicable Promotion materials; and
- (c) schedule and complete a product demonstration with a Gnosis representative within thirty (30) days of being referred.

2.3 Referral Offers. Upon satisfaction of all eligibility requirements:

- (a) the qualifying referrer will receive a \$250 Amazon Gift Card (or such other reward as specified in the applicable Promotion materials);
- (b) the qualifying referred prospect will receive a \$250 Amazon Gift Card (or such other reward as specified in the applicable Promotion materials);
- (c) rewards will be delivered via email to the email address provided within thirty (30) days of the referred prospect completing the qualifying demonstration.

2.4 Limitations.

- (a) Referral Offers are not retroactive. Referrals submitted before the launch of a Promotion or outside of a designated referral channel do not qualify.
- (b) Referral Offers may not be combined with any other Gnosis promotion, discount, or incentive, unless expressly stated otherwise in writing.
- (c) For referrers, the Offer is limited to one (1) reward per qualifying prospect, and a maximum of seven (7) rewards per referrer per calendar year (January 1 through December 31). Referrals submitted after the annual limit is reached will not be eligible for a reward.
- (d) For referred prospects, the Offer is limited to one (1) per prospect or prospective customer organization.

2.5 Disqualification.

Gnosis reserves the right to disqualify any participant and withhold or reclaim any Offer if Gnosis determines, in its sole discretion, that a participant's actions are not consistent with the intent of the Promotion, including without limitation: self-referrals, fictitious or fraudulent referrals, duplicate submissions, or any activity that violates these Promo Terms or applicable law.

3. Disclosure Requirements.

By participating in any Promotion, you acknowledge and agree that your referral of prospects to Gnosis creates a material connection under the Federal Trade Commission's Endorsement Guides. You agree when recommending Gnosis products or services to any person or entity, you will clearly and conspicuously disclose that you may receive a benefit (such as a gift card or other reward) for making such recommendation. This disclosure must be made at or before the time of recommendation and in a manner that is clear and prominent to the recipient.

4. Privacy and Data.

By sharing your referral link with a prospective customer, you represent and warrant that you will not submit any person's contact information to Gnosis without that person's prior consent. You acknowledge that any prospect who submits their information through your referral link does so directly with Gnosis and subject to the Gnosis Freight Privacy Notice. Gnosis will

process all information submitted through the referral program in accordance with its Privacy Notice.

5. Intellectual Property.

You may not use Gnosis's name, logo, trademarks, or other brand features except as expressly authorized in connection with the Promotion. Any unauthorized use of Gnosis's intellectual property is strictly prohibited.

6. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GNOSIS'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY PROMOTION WILL NOT EXCEED THE VALUE OF THE OFFER FOR WHICH YOU QUALIFIED. IN NO EVENT WILL GNOSIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY PROMOTION.

7. Governing Law.

These Promo Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Any dispute arising out of or in connection with these Promo Terms will be resolved in the state or federal courts located in Delaware.

8. Contact.

Questions about these Promo Terms may be directed to legal@gnosisfreight.com.

Effective Date: April 27, 2026