

# Referral Program Terms and Conditions

## 1. Terms and Conditions

The Upvise Referral Program ("Program") offered by Unyverse Pte Ltd ("Upvise") has been created to reward you, our loyal Customers, ("you," "Partner," "Referrer," "Participant") for doing what you would already do – recommending us to other companies who sign on to be Upvise customers ("Referred," "Participant"). It was also created to reward these new customers for listening to your great advice in referring us, by offering them a reward for signing up at your referral! These Program Terms and Conditions are a binding agreement between you and Upvise and will govern your participation in any and all Program offers. By participating in the Program, you agree to the Site Terms and Conditions and the Site Privacy Policy. You are not authorized to participate in the Program, if you do not agree to these Program Terms and Conditions in their entirety.

Upvise reserves the right to modify these Program Terms and Conditions at any time, at its sole discretion, and without notice to you. Upvise may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. Upvise also reserves the right to disqualify any customers or prospective customers at any time from participation in the Program.

## 2. How the Program Works

**Team License.** Upvise sells Software Licenses for the use of its Mobile Cloud Solution and Services. The Team License fee is as displayed on the Pricing page on the Upvise web site. Upvise reserves the right to change its pricing and the Team License fee applicable to this agreement can be found on this page: <https://www.upvise.com/pricing.htm>

**Qualified Referrals.** A Qualified Referral occurs when:

- i. The Referrer shares an Upvise Partner URL through e.g. email, Facebook, or any other communication means with a person, the Referred;
- ii. The Referred then signs up for an Upvise account when they arrive at the Upvise website by opening the Upvise Partner URL shared by the Referrer in a web browser; and
- iii. When the Referred customer has paid for a Team License for one user account and for one year on the Upvise web site, the Referrer will receive a Referral Fee. When the Referred

customer has received Upvise's services for two months, the Referred will receive a Referral Reward.

**Referral Reward.** The Referred customer will receive three months of free Team license for each user account created under the customer's database and paid for one year. The free license will be applied as an extension to the expiry date of the first year of Team license for each user account.

**Eligibility.** To be eligible for participation in the Program, both the Referrer and the Referred must be at least 18 years of age. The Referred customer must remain signed up for Upvise's services for at least two months. Upvise reserves the right to find ineligible any Participant in the Program at its sole discretion.

**Conduct.** Participants in the Program must comply with all up-to-date "SPAM" laws. Any distribution of your referral Partner URL that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from Upvise's Referral Program. Upvise reserves the right, at its sole discretion, to prohibit any Partner from participating in any aspect of the Program if Upvise deems or suspects that such Partner has engaged in or has attempted to engage in any of the following: a) acting in violation of these Program Terms and Conditions; b) damaging, tampering with or corrupting the operation of the Program or Site; c) activity deemed in the sole discretion of Upvise to be generally inconsistent with the intended operation of the Program. Upvise shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Program Terms and Conditions or intent of these Program Terms and Conditions.

### 3. Referral Fee

**Amount of Fee.** The Referrer will receive 25% of the Team License fee paid to Upvise by the Referred customer, for each User account created in the Customer's Upvise database and for the first year of License. Example: if the Team License fee is \$144 per year, and a Referred customer creates two user accounts and purchases two Team Licenses for one year, the Referrer will receive  $\$144 * 2 * 0.25 = \$72$  in Referral Fee. If the Referred customer renews the Team Licenses for a second year, the Referrer will receive no further Referral Fee.

**Payment Conditions.** Upvise will pay the Referrer on or before the 10th of each month, the total amount of referral fees due, based on the number of Team Licences paid by Referred Customers in the previous month. Referral Fees are paid via PayPal. As the Referrer's request, payment can be made in the form of a credit on Upvise licence fees due in the Referrer's Upvise

account. Other than this latter method of payment, the Referrer must have a valid PayPal account to receive referral fees, as Upvise does not offer payment via check, credit card or cash.

## 4. Liability

**Binding Effects.** By participating in the Program, you agree to and are bound by the Program Terms and Conditions. If you do not wish to agree to and abide by the Program Terms and Conditions in their entirety, you are not authorized to participate in the Program.

**Release.** By participating in the Program, Participants release Upvise, its parent company, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost, or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program and/or the use of any Program rewards.

**Indemnification.** Participants agree to indemnify, defend, and hold Upvise and its representatives and agents harmless from and against any and all third party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to any breach by the participant of any of these Program Terms and Conditions or any violation by Participant of applicable law.

## 5. Disclaimer

**Computer System.** Upvise disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program, and reserves the right, in Upvise's sole discretion, to cancel, modify, or suspend the Program should a virus, bug, computer problem, unauthorized intervention, or other causes beyond Upvise's control, corrupt the administration, security, or proper play of the Program.

**Reserved Right.** Upvise reserves the right to cancel or suspend the Program should it determine, in its sole discretion, that the administration, security, or fairness of the Program has been compromised in any way. Disclaimer of Warranties: PARTICIPANTS AND PROSPECTIVE PARTICIPANTS EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, PROMISES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED PROMISES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND

NON-INFRINGEMENT; (B) Upvise MAKES AND GIVES NO PROMISE THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

## 6. Other Terms

**General Terms.** These Program Terms and Conditions constitute the entire agreement between Participants and Upvise concerning Participants' use of the Program. The failure of Upvise to exercise or enforce any right or provision of these Program Terms and Conditions shall not constitute a waiver of such right or provision. The terms and conditions applicable to Participants' use of Upvise's services can be found at <https://www.upvise.com/legal/termsofuse.htm>

**Term.** The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail, to your address on our records, is considered sufficient notice to terminate this Agreement.

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I, the undersigned, accept the above Referral Terms and Conditions:

Name:

Company:

Date:

Signature: