

## GO On Hold Referral Program Terms and Conditions

It is important that you review and understand these official terms and conditions before participating in the program.

### Referral Program Eligibility Criteria

- The program is open to all legal residents of Canada and the United States who are 18 years of age or older.
- By submitting a referral, you agree to abide by the GO ON HOLD REFERRAL PROGRAM TERMS AND CONDITIONS (the "Referral Program") and the decisions of GO On Hold.
- GO On Hold reserves the right to prohibit you from participating in its Referral Program or any future program if you repeatedly show a disregard for GO On Hold's program rules, or act with an intent to annoy, abuse, threaten, or harass any other participant, employee or representative of GO On Hold.

### Referred Opportunity Eligibility Criteria

A qualifying referral will be determined at the sole discretion of GO On Hold in accordance with the following criteria:

- The referral is submitted via the GO On Hold 'Contact Us' form at [www.GOonhold.com/contact-us](http://www.GOonhold.com/contact-us)
- The prospective customer does not already have a business relationship with GO On Hold.
- An identical or substantially similar referral from an alternate source for the same opportunity has not already been received by GO On Hold.
- The referral information is accurate, reliable, and not subject to any conflicts of interest, breach of confidentiality, non-solicitation or non-compete obligations which may attach to the Partner.
- The referral information is reliable and you will assist GO On Hold in closing the business to the best of your ability.
- This agreement is valid for submission of the referral for this prospective customer only and for a period of 6 months from acceptance and electronic submission.
- No responsibility will be taken by GO On Hold for referral submissions that are illegible, lost, misdirected, improperly recorded or not received for any other reason.
- A referral may be disqualified, in GO On Hold's sole discretion, if you have breached any of the terms and conditions of the Referral Program.

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- The email address you included in the "GO On Hold Lead Referral Program Application" will be the email address used for any further communications regarding this referral.
- Any previous discussions or communications with GO On Hold are superseded by the submission of the GO On Hold Lead Referral Program Application and GO On Hold cannot guarantee continuity regarding the ongoing contacts.
- Each party understands that this is a non-exclusive program and agreement.
- This Agreement does not make or create joint venture, employee, franchisee, partnership, agency, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.
- The terms and conditions of the Referral program may be modified by GO On Hold, at its sole discretion, at any time by modifying this web page.

- Participants should refer here to understand the current terms and conditions.
- GO On Hold may accept or reject the referral of any prospective customer in its sole discretion by notifying Partner within ten (10) business days of receipt of the referral.
- Partner shall not make, and will be responsible and liable for, any marketing or warranty regarding the Services that exceeds the warranties granted by GO On Hold herein.
- Partner shall indemnify GO On Hold and its directors, officers, and employees from and against any violations of such provision.
- GO On Hold agrees to keep accurate and complete books and records relating to the transactions under this Agreement.
- If you are participating in the GO On Hold Referral Program as a business or other organization, the Referring Partner represents and warrants to GO On Hold that:

(a) it is a corporation validly existing and in good standing under the laws of its incorporating jurisdiction and has all requisite power and authority to enter into this Agreement.

(b) it is duly authorized and empowered to execute, deliver and perform this Agreement, and that the performance will not conflict or cause a default with respect to its obligations under any other agreement.

- If you are participating in the GO On Hold Referral Program as an individual, the Referring Partner represents and warrants to GO On Hold that:

(a) that you have disclosed your participation to your employer, if you have an obligation to do so; and

(b) that you have obtained all necessary approvals from your employer with respect to participating in the Referral Program and any compensation that may result.

- GO On Hold may require tax registration information prior to issuing payment. In no event will GO On Hold be liable for direct, indirect special, incidental or consequential damages whatsoever or for any loss of revenue, profits, business information and the like, whether foreseeable or unforeseeable, regardless of the basis of the claim. GO On Hold cumulative liability for damages for any cause whatsoever, regardless of the form of action, will be limited any applicable Referral fee payments.
- GO On Hold shall not be liable for any act or omission which results in a breach of confidentiality, representations and warranties, or infringement claims with respect to any information you may have provided to GO On Hold as a result of your participation in our Referral Program.
- Both you and GO On Hold are acting as an independent contractor and not as an agent, partner, joint venture partner or employee of the other party for any purpose. Nothing contained in this Referral Program shall be deemed to constitute one party an agent, partner, employee, or sales representative of the other, nor provide the authority of one party hereto to bind the other.

#### **Payments**

- If your referral qualifies, **you will receive a \$25 referral payment.**
- A Referral fee is applicable only to the initially referred prospect. For clarity, after the initial referral payment, any subsequent services the customer requests will not lead to an additional referral fee.
- If your referral qualifies, you will be paid your referral fee within thirty (30) days. All payments will be sent to you by regular mail in accordance with the mailing information you provided to GO On Hold on the GO On Hold Lead Referral Program Application as at the time of your submission of this document.
- GO On Hold shall not be responsible for any lost, misplaced or undelivered mail and shall not have any obligation with respect to the updating of your mailing address information.

- All payments will be in the form of a check and will be calculated and made in the currency of the resulting engagement. All details required for making payment to you, if your referral qualifies, will be derived from the information you provided to GO On Hold in your "GO On Hold Lead Referral Program Application", which you represent and warrant to be complete and accurate with absolutely no competing payment obligations whatsoever regarding your employer.
- GO On Hold's maximum liability to you under this program is limited to the above described referral fee which may be payable to you in accordance with the rules of this Referral Program.
- All federal, state, provincial and local laws apply. A qualifying participant is solely responsible for all applicable federal, state, and local taxes.
- The Referral Program may be terminated by GO On Hold at any time without prior notice.
- The Referral Program is governed by these official terms and conditions. If you do not wish to be bound by the terms and conditions set out above, then do not submit or fill out the GO On Hold Lead Referral Program Application. However, if you are in agreement with these official rules and wish to proceed, please read and attest to the following statement.
- You are reminded that GO On Hold reserves the right, in its sole discretion, to revise any of the terms herein at any time. Any changes will be posted on this web page. Your continued participation in this referral program after the posting of any such changes constitutes your binding acceptance of the changes.