

The Sawyer Solutions New Client Referral Program

Terms and Conditions

Sawyer Solutions, LLC (“Sawyer” or “We”) is offering anyone (“Referrer” or “You”) the opportunity to participate in our referral program more fully described at:

<https://sawyersolutionsllc.com/sawyer-solutions-customer-referral-program> (the “Program”).

We reserve the right to amend or terminate the Program at any time, for any reason. The Program is administered by Sawyer.

- 1. Binding Agreement.** Referrers are bound by these Terms and Conditions by participating in the Program. By participating in the Program, Referrers agree to use the Program in the manner specified in these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety, you are not authorized to register as a Referrer or to participate in the Program in any other manner. Referrers may not participate in the Program where doing so would be prohibited by any applicable law or regulations.
- 2. Right to Cancel, Modify or Terminate.** We reserve the right to modify or amend at any time these Terms and Conditions and/or the methods through which rewards are earned. We reserve the right to disqualify any Referrers from participation in the Program at any time at our sole discretion, including without limitation if he/she does not comply with any of these Terms and Conditions or otherwise fails to comply with any applicable laws (including, without limitation, through any failure to include any disclosures as required by applicable law or otherwise required by Sawyer).
- 3. Eligibility.** This Program is void where such referral programs are prohibited. No part of the program is directed to persons under the age of 19. **IF YOU ARE UNDER 19 YEARS OF AGE, YOU MAY NOT USE, ACCESS OR PARTICIPATE IN THE PROGRAM AT ANY TIME OR IN ANY MANNER.**
- 4. How the Program Works.**
 - 4.1 Program Participation.**
 - a. To participate in the Program, Referrers should visit the following link: <https://sawyersolutionsllc.com/sawyer-solutions-customer-referral-program> and follow the on-screen instructions to refer [potential customers] to the program by entering their contact information in the relevant fields. The referrer should also enter their information in the fields provided as well. It is important to note that the referrer must send us a completed W-9 form as well as filling in their information.
 - b. Individuals who are referred via a Referrer are “Prospects” (or, singly, a “Prospect”). An “Eligible” Referrer who is fully compliant with these Terms and Conditions may receive “Reward(s)” for every “Qualified Referral” (all terms in quotes to be understood as defined below).
 - c. By participating in the Program, a Referrer represents that he or she has her Prospects’ prior consent to provide their contact information.

4.2 Eligible Referrer. To be “Eligible,” a Referrer must:

- a. Be a legal resident of the United States; and
- b. Be at least 19 years old.

4.3 Making a Referral.

- a. A Referrer must register at:
<https://sawyersolutionsllc.com/sawyer-solutions-customer-referral-program/>
to make a referral. The Referrer will be contacted if the referred Prospect satisfies all of the required conditions thus turning the Prospect into a Qualified Referral.
- b. Referrers must respect the spirit of the Program by only referring real individuals who meet the requirements of these Terms and Conditions. Referrers cannot refer themselves. Referrers should only submit details of Prospects who they genuinely believe wish to subscribe for the Sawyer service.

4.4 Qualified Referrals. A “Qualified Referral” means that all the following conditions are met:

- a. The Referrer must have contacted the Prospect regarding Sawyer’s business and the Prospect is expecting to be contacted by Sawyer to discuss the opportunity to purchase Sawyer’s products;
- b. Sawyer closes a sale with the Prospect due to the connection made by the Referrer and the Prospect must become a fully managed client of Sawyer Solutions for at least 90 days with a minimum spend of \$300.00 per month;
- c. The Prospect is (i) a legal resident of the United States of America and (ii) at least 19 years old; and
- d. Only one Qualified Referral can be earned for each Prospect. Any additional or subsequent purchases made by a Prospect will not be considered Qualified Referrals and thus not be entitled to the benefits of Qualified Referrals.

4.5 Earning Rewards.

- a. If a Referrer submits a Qualified Referral and that Qualified Referral satisfies all the conditions set out in Section 4.4, Referrer shall receive \$100 per pc/mac for “for profit” companies and \$60 per pc/mac for “non-profit” companies.

4.6 Verified Qualified Referrals.

- a. Rewards are subject to verification. Sawyer may delay a Reward for the purposes of investigation. Sawyer may also refuse to verify and process any transaction Sawyer deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose potential liability on Sawyer, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents. All of Sawyer's decisions are final and binding, including decisions as to whether a Qualified Referral, or Reward is verified.

4.7 Transfer and Value of Rewards.

- a. Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the referral program or any portion thereof for any reason, any unredeemed Rewards that have not yet been delivered to Referrer are forfeited.

5. Privacy.

- 5.1 Referrers may participate in the Program made available by Sawyer in order to refer their Prospects to Sawyer as potential new Sawyer customers. To do this, Referrers must necessarily submit personal information about themselves and their Prospects, such as name and e-mail address information, so that Sawyer can send communications to the Prospects. Such communications will disclose the full name of Referrer as being the person who made the referral and state that the message is sent as a result of the referral. We also need to collect a W-9 from all referrers before any rewards can be paid.
- 5.2 The personal information will be collected, processed and used in accordance with Sawyer's Privacy Statement, which can be found at <https://sawyersolutionsllc.com/privacy-policy/>. Referrers understand that, in addition to the initial communications to Prospects and to the extent permitted by applicable laws, Sawyer may also use the personal information to send to Prospects additional follow-up communications in order to encourage or remind the Prospects to complete a purchase. The personal information may also be used by Sawyer to contact Referrers with regards to their participation in the Program and to send to Referrers additional communications from Sawyer.

6. Liability.

- 6.1 By participating in the Program, Referrers agree to defend, indemnify, release and hold harmless Sawyer, its parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities 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 Referrers' participation in 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 the Program or any Reward).

6.2 REFERRERS 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 SAWYER 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, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT; (B) SAWYER MAKES AND GIVES NO WARRANTY THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

6.3 REFERRERS EXPRESSLY UNDERSTAND AND AGREE THAT SAWYER (INCLUDING ANY VENDORS AND SERVICE PROVIDERS ASSOCIATED WITH OR ASSISTING IN PROVIDING THE PROGRAM) 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 YOU OR SAWYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROGRAM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE PROGRAM; OR (v) ANY OTHER MATTER RELATING TO THE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT POSSIBLE BY LAW, SAWYER'S (INCLUDING ANY VENDORS AND SERVICE PROVIDERS) 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), SHALL NOT EXCEED \$100 USD. REFERRERS SHOULD USE THE PROGRAM AT THEIR OWN RISK.

8. Conduct. If a solution cannot be found to restore the integrity of the Program after the occurrence of Prohibited Conduct (as defined below), Sawyer reserves the right to cancel, change, or suspend the Program.

8.1 Prohibited Conduct, Generally. Referrers agree not to use the Program to:

- a. Violate applicable law;
- b. Infringe the intellectual property rights of Sawyer or any third parties;
- c. Stalk, harass, or harm another individual;
- d. Collect or store personal data about other Referrers;
- e. Impersonate any person or otherwise misrepresent Referrer's identity;
- f. Interfere with, disrupt or violate the Terms and Conditions or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
- g. Interfere with another Referrer's use of the Program;
- h. Attempt to gain unauthorized access to the Program, other accounts, computer systems, or networks connected to the Program;
- i. Transmit any file that contains viruses, worms, trojan horses, or any other contaminating or destructive features;
- j. Conduct any illegal activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
- k. Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.

8.2 Bulk Distribution ("Spam").

- a. Bulk referrals, distribution to strangers, or any other promotion of a Program in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Sawyer's sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's participation in the Program. Sawyer has a no-tolerance spam policy.
- b. Sawyer has no obligation to monitor the content provided by Referrers; however, Sawyer may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program.
- c. While Sawyer is the actual sender of the referral email, each Referrer must nonetheless comply with applicable law. Referrers who do not comply with the law, including antispam laws, are obligated to indemnify Sawyer and all of the Released Parties against any liabilities, costs and expenses incurred as a results of such violation.

8.3 Fraudulent and Suspicious Behavior.

- a. Sawyer may prohibit a Referrer from participating in the Program or receiving a Reward, in Sawyer's sole discretion, if Sawyer determines that such Referrer is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Referrers or any representatives of Sawyer.
- b. Use of any affiliate website, affiliate network properties, automated systems, script, or macro to participate is strictly prohibited and will result in disqualification.
- c. Referrers may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or receive a Reward.

- d. Sawyer reserves the right to disqualify any Referrer and/or cancel any Reward(s) if Sawyer finds a Referrer to be tampering with the entry process or the operation of the Program or violating these Terms and Conditions in any way.
- e. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, SAWYER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

9. Applicable Law; Class Waiver; and Waiver of Jury Trial. Any and all disputes, claims and causes of action arising out of or related to the Program or any Reward or other prize awarded pursuant to the Program or to this agreement shall be resolved under the laws of Alabama, in the courts of Shelby County (without reference to its conflicts of laws principles). Referrers also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to Referrers' use of the Program or this agreement (i) Referrers are giving up their right to have a trial by jury; and (ii) Referrers are giving up their right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving such dispute.

10. General Terms. These terms constitute the entire agreement between Referrers and Sawyer concerning Referrers' use of the Program. The failure of Sawyer to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, Sawyer and Referrers nevertheless agree that the court should endeavor to give effect to the intentions reflected in the provision, and that the other provisions of these terms shall remain in full force and effect. The section titles in these terms are for convenience only and have no legal or contractual effect. A person who is not a party to these terms shall have no right to enforce or receive the benefit of any of these terms.