

OnPay Referral Program Terms and Conditions

1. Terms and Conditions

The OnPay Referral Program (“Program”) offered by OnPay, Inc. (“OnPay”) has been created to reward you, our loyal Customers and their employees (“you,” “Referrer,” “Participant”) for recommending us to other friends and companies who sign on to be OnPay customers (“Referred,” “Participant”). It was also created to welcome these new customers and thank them for accepting your recommendation!

These Program Terms and Conditions are a binding agreement between you and OnPay 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.

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

2. How the Program Works

Qualified Referrals. *A Qualified Referral occurs when:*

- i. The Referrer shares an OnPay Referrer URL through e.g. email, Facebook, or any other communication means with a person, the Referred; or, the Referrer submits the email(s) of Referred customers directly to OnPay via website submission form;*
- ii. The Referred then signs up for an OnPay account when they arrive at the OnPay website by opening the OnPay Referrer URL shared by the Referrer in a web browser; and*
- iii. The Referred runs at least one payroll with OnPay following the completion of their free trial period*

Referral Reward and Referral Fee. *When a Referred customer meets both the conditions to become a Qualified Referral and the Eligibility requirements below, the Referred customer and the Referrer will each receive one (1) digital \$100 Amazon gift card, which will be sent via email.*

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 OnPay and run at least one payroll in a month they are billed to be eligible for the Referral Reward. The Referrer must still be a paying client of OnPay at the time that the Referred customer meets the eligibility terms in order to qualify for the Referral Fee. OnPay reserves the right to rule ineligible any Participant in the Program at its sole discretion.*

To be eligible, the referred company must be a new client and not a current or former OnPay customer. Individuals who are an account administrator of a current OnPay account are not eligible to be referred.

Further, any person or organization that participates or has participated in OnPay's affiliate program through Shareasale is ineligible to act as a Referrer. Any person or organization that participates in OnPay's Partner Program or any other established affiliate or partner agreements directly with OnPay is also ineligible to participate in this Program. It is not the intent of OnPay to offer this program to anyone except its existing customers, their employees, and their contractors.

Only referrals made following the launch of the Referral Program (December 1, 2019) are eligible for the Referral Reward or Referral Fee. OnPay reserves the right to suspend or terminate the program at any time.

Payment Conditions. OnPay will send the gift card to the Referrer and Referred customer within 30 days of earning the Referral Award and Referral Fee as outlined above.

Conduct. Participants in the Program must comply with all up-to-date [CAN-SPAM laws](#). Any distribution of your referral Participant 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 OnPay's Referral Program. OnPay reserves the right, at its sole discretion, to prohibit any Referrer from participating in any aspect of the Program if OnPay deems or suspects that such Referrer 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 OnPay to be generally inconsistent with the intended operation of the Program. OnPay 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. 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 OnPay, its 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 OnPay 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.

4. Disclaimer

Computer System. OnPay 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 OnPay's sole discretion, to cancel, modify, or suspend the Program should a virus, bug, computer problem, unauthorized intervention, or other causes beyond OnPay's control, corrupt the administration, security, or proper play of the Program.

Reserved Right. OnPay 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) OnPay 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.

5. Other Terms

General Terms. These Program Terms and Conditions constitute the entire agreement between Participants and OnPay concerning Participants' use of the Program. The failure of OnPay 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 OnPay's services can be found at <https://onpay.com/terms-of-service>.

Term. The term of this Agreement will begin when you begin participating in the Program by inviting or making your URL available to potential Referred Participants 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 email, to your address on our records, is considered sufficient notice to terminate this Agreement.