

# **OnPay Partner Year-End Referral Program 2022-23 Terms and Conditions**

## **1. Terms and Conditions**

The OnPay Partner Year-End Referral Program 2022-23 (“Program”) offered by OnPay, Inc. (“OnPay”) has been created to reward members of our Partner Program (the “Referrer”) who recommend us to other accountants and bookkeepers who attend an OnPay demo or sign up for the Partner Program and add active payroll clients (“Referred,” “Participant”) between November 1, 2022 and January 31, 2023.

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**

Each Partner Program member will be able to access a unique Referrer URL within their OnPay account, or enter a Participant’s email address to trigger an email invitation. There are two levels of referral qualification.

### **Level 1 - Qualified Demo Lead Referrals.**

A Qualified Demo Lead Referral occurs when:

- i. The Referrer shares an OnPay Referrer URL through e.g. email, Facebook, or any other communication means, or the Referrer submits the email(s) of Referred customers directly to OnPay via website submission form; AND
- ii. The Referred then signs up and attends an OnPay Partner Program demo before February 1, 2023 after clicking on the shared link or email they receive.

### **Level 2 - Qualified Partner Client Referrals.**

A Qualified Partner Client Referral occurs when:

- i. The Referrer shares an OnPay Referrer URL through e.g. email, Facebook, or any other communication means, or the Referrer submits the email(s) of Referred customers directly to OnPay via website submission form; AND
- ii. The Referred then signs up for an OnPay Partner dashboard after clicking on the shared link or email they receive.
- iii. The Referred adds one or more clients to their OnPay dashboard.
- iv. At least one client account on the Referred OnPay dashboard runs payroll in OnPay before February 1, 2023. The Partner’s free payroll account does not qualify.

**Referral Rewards and Referral Fees.**

When a Referred lead meets both the conditions to become a Qualified Demo Lead Referral and the Eligibility requirements below, the Referrer will receive a \$500 payment, which will be fulfilled quarterly by ACH payment or check.

When a Referred lead meets both the conditions to become a Qualified Partner Client Referral and the Eligibility requirements below, the Referrer will receive a \$2,000 payment, which will be fulfilled quarterly by ACH payment or check.

The Referrer can receive up to a maximum of \$2,500 per Referred lead in the event that the lead meets both the Qualified Demo Lead Referral criteria and the Qualified Partner Client Referral criteria.

The Referrer can receive multiple payments for referring multiple eligible Referred leads that meet qualifying criteria.

**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 lead must attend an OnPay product demo OR become an OnPay Partner with at least one active payroll client. 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.

**Payment Conditions.** OnPay will send Referral Reward to the Referrer within 30 days of the end of each quarter, along with any standard revenue share paid out through OnPay's Partner Program.

**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 Partner 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.*