

# Podium Referral Submission Agreement

These Podium Referral Submission Terms (these "Terms") govern your participation in the Podium Referral Program. By submitting a Lead, you ("Referrer" or "you") agree to these Terms (these "Terms"), which are an agreement between you and Podium Corporation, Inc., a Delaware corporation ("Podium") and which are incorporated by this reference into the Podium Terms of Service. Podium reserves the right to amend the Terms from time to time at its discretion. Any capitalized terms not defined herein will have the definition given in the Podium Terms of Service.

Referrer will not have the authority, expressed or implied, to make any commitment or incur any obligation(s) on behalf of Podium other than submitting Leads as set forth in these Terms.

## Definitions

1. "Lead" means a person, business, or entity submitted and accepted through the Referral Portal by Podium, that meets the eligibility requirements.
2. "Referrer" means the Podium client (or its Authorized Users) who refers others through Podium's referral program in accordance with these Terms.

## Referral Submission Program Overview

The Podium Referral Program ("Referral Program") is offered by Podium and, subject to these Terms, provides Referrers the opportunity to receive certain rewards (see below) when they refer eligible Leads and those Leads purchase certain Podium Products. These Program Rules apply to both Referrers and Leads, so please read carefully to understand your respective rights and obligations. For SaaS Products (as defined below), Referrers may be eligible for one \$500 gift card ("Referral Reward") 90 days after their submitted Lead purchases a Podium SaaS Product package ("SaaS Product Incentive"). The SaaS Product Incentive is limited to 10 Lead submissions and 10 Lead purchases per year per Referrer. These limits are solely upon Podium's discretion. This incentive applies to SaaS Products (as defined below only) and not to any other products or services provided by Podium, including but not limited to Payments Services or Voice Services.

## Podium Products:

### SaaS Products:

- Inbox
- Reviews
- Webchat
- Webchat Pro
- Feedback
- Automations
- Premium Integration
- Campaigns

## **Referral Lead Submission Program Eligibility:**

1. To be eligible for appointment and ongoing participation in the Podium Referral Submission Program, Client must agree to and comply with the following eligibility criteria.

1. Client must be a current Podium client;
2. Client must not be in breach of any of Podium's Terms and Conditions; and
3. Client must be current on owed accounts to Podium.

2. The following are not eligible for the Podium Referral Submission Program:

1. Podium Partners;
2. Podium Resellers.

## **Lead Eligibility & Invitation Process**

Referrer must identify and register Leads through the referral page, or other electronic delivery methods as designated by Podium in writing. Each Lead must include, at a minimum, the information required in the associated referral form, or otherwise specified by Podium, including but not limited to name and contact details, which must be completed in full and accurate in order for the Lead to be accepted. Podium will provide Referrer electronic or written confirmation of its acceptance (or denial) of a Lead.

1. Refusal. Podium may decline a Lead submission for any reason, including the following reasons:

1.1. Such Lead is

- 1.1.1 a current client of Podium
- 1.1.2 a former client that has canceled Podium within the last 120 days,
- 1.1.3 a former or current partner of Podium,
- 1.1.4 an active Podium sales opportunity with contact in the past 30 days, or

1.2. Such Lead has already been submitted to Podium by a partner, referrer, other Client or strategic partnership arrangement or other Podium program (though Podium may, in its sole discretion, accept the same Lead from multiple clients);

1.3. Such Lead does not meet Podium's qualifications for its clients for reasons of credit worthiness, type of business, validity of business or location;

1.4. Such Lead is identified as a competitor or reseller.

If you use Podium's Platform or tools to invite friends, family, or others to become users/clients of Podium, you will do so only in compliance with applicable Laws, these Terms, and the Podium Terms of Service. In particular, you represent and warrant that you will only send a text or email invitation to individuals who have provided you the necessary consent to receive such texts and or emails.

## **Referrer's Code of Conduct**

Referrer agrees that it will not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward other users. Referrers/users agree not to use the Program to:

1. Violate the intellectual property rights of Referral Podium
2. Engage in any actions that are designed to disrupt or undermine the Referral Program
3. Make attempts to gain unauthorized access to the software or the Referral Program for any reason
4. Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy Podium intellectual property or stop the function of the Podium Services
5. Engage in behavior designed to annoy or harass others
6. Engage in actions that disparage or malign or call into question the reputation of Podium, in Podium's sole discretion

7. Refer entities or individuals prohibited by Podium's Acceptable Use Policy

8. Engage in spam. You agree that you will at all times remain compliant with applicable Laws. The following specific activities are prohibited:

8.1. Mass emailing and messaging people you do not personally know;

8.2. Use of automated systems or bots through any channel to distribute, post, or respond to your referral code;

8.3. Use of scripts, programed or automatic dialers to send invites or to communicate referral codes; and

8.4. Posting referral codes on event or venue pages without express permission from the event or venue owner.

9. Engage in misrepresentation. You will not attempt to mislead anyone in connection with the Referral Program, either by affirmative representation, implication, or omission. In particular, you agree that you will not:

9.1. Impersonate any person or entity;

9.2. Create fake accounts, blogs, webpages, profiles, websites, links, or messages;

9.3. Misrepresent your relationship with Podium or any other third party (Don't create content or communications that could have the effect of leading a consumer to believe that it is an official communication from Podium.);

9.4. Suggest that an affiliation or partnership exists with a third party where none exists.

9.5. Make misrepresentations with respect to the characteristics or qualification requirements for any Referral Rewards. You acknowledge that Podium may change the characteristics or qualification requirements for Referral Rewards in its discretion, and therefore you shall not represent any fixed characteristics.