

# Referral Program

# Terms And Conditions

## 1. Terms and Conditions

The ReCollect Systems Inc. Referral Program ("Program") has been created to reward you, our loyal Customers, ("you," "Partner," "Referrer," "Participant") for doing what you would already do – recommending us to your peers who sign on to be a ReCollect Systems Inc. customers ("Referred," "Participant"). It was also created to reward these new customers for listening to your great advice in referring us, by offering them a reward for signing up at your referral!

These Program Terms and Conditions are a binding agreement between you and ReCollect Systems Inc. and will govern your participation in any and all Program offers. You are not authorized to participate in the Program, if you do not agree to these Program Terms and Conditions in their entirety.

ReCollect Systems Inc. reserves the right to modify these Program Terms and Conditions at any time, at its sole discretion, and without notice to you. ReCollect Systems Inc. may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. ReCollect Systems Inc. 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:

1. The Referrer shares ReCollect Systems Inc. through e.g. email, Facebook, or any other communication means with a person, the Referred;
2. The Referred then signs up for ReCollect Systems Inc. services.
3. When the Referred customer has committed to a minimum of 1-year of service the referral perks ("Perks") will be allocated to both the Refer and Referred.

**The Perk.** A Marketer For a Day promotion includes up to:

- 5 Social Media Campaigns ready-to-post
- 5 Seasonal ReCollect Campaigns scheduled for you
- 1 Bin/Cart Sticker
- 1 Postcard
- 1 Poster
- 1 Email Banner
- 1 Facebook Banner

**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 ReCollect Systems Inc.'s services for at least twelve months. ReCollect Systems Inc. reserves the right to find ineligible any Participant in the Program at its sole discretion.

**Conduct.** ReCollect Systems Inc. reserves the right, at its sole discretion, to prohibit any Partner from participating in any aspect of the Program if ReCollect Systems Inc. deems or suspects that such Partner 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 ReCollect Systems Inc. to be generally inconsistent with the intended operation of the Program. ReCollect Systems Inc. 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 ReCollect Systems Inc., its parent company, 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 ReCollect Systems Inc. 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

**Reserved Right.** ReCollect Systems Inc. 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) RECOLLECT SYSTEMS INC. 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.

### 5. Other Terms

**General Terms.** These Program Terms and Conditions constitute the entire agreement between Participants and ReCollect Systems Inc. concerning Participants' use of the Program. The failure of ReCollect Systems Inc. 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 ReCollect Systems Inc.'s services can be found at: <https://recollect.net/help-tou/>

**Term.** The term of this Agreement will begin upon our acceptance of your Program application 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.