

Terms of Service

Terms of Service updated 9/20/2018:

Welcome to the Terms of Service for the GetTheReferral.com, Inc. website and application. This is an agreement ("Agreement") between, GetTheReferral.com Inc., the owner and operator of www.GetTheReferral.com and owner of the GetTheReferral application and you, a user of our website, our application or our services. By clicking "agree" or by accessing our website or using any of the GetTheReferral.com Services, you agree to be bound by this Agreement and the Privacy Policy.

Throughout this Agreement:

- "GetTheReferral.com," "us," "we," "GTR.com," and "our," refer to our company, GetTheReferral.com, and our Site, Software, or any Services, as is appropriate in the context of the use of the words.
- "Content" shall refer to any content submitted or transmitted by users of the Site and Service, including but not limited to text, photos, pictures, comments, designs, data, or videos.
- "Reffiliate(s)" shall refer to any users who participate in our referral and affiliate marketing programs.
- "Application" shall refer to the GetTheReferral.com application(s) associated with the GetTheReferral.com website, referral services and online platform.
- "Client(s)" shall refer to any users who pay for any GetTheReferral.com Services including affiliate marketing, lead generation, or other services.
- "You", "your" or "user(s)", shall refer to you, a user of our Site or Services.
- "Site" shall refer to www.GetTheReferral.com.
- "Service" shall refer to the GetTheReferral.com services including but

not limited to the GetTheReferral.com Application, referral marketing, affiliate marketing, and client services.

- "Software" shall refer to any software offered by GetTheReferral.com through the Site via Application or Service.

If you do not agree to the Terms of Service or the Privacy Policy please cease using our Software, Application Site and Service immediately. Users of our Service must be 18 or above. If you are under the age of 18 please stop using our Site and Service immediately.

1.0 GetTheReferral.com Description of Service

GetTheReferral.com is an online platform that manages and creates referral and affiliate marketing programs for businesses. GetTheReferral.com pairs Advocates with Clients using the GetTheReferral.com Advocator App online platform.

2.0 User Accounts

In order to use our Site and Service you will be required to register. During registration we may collect information as described by our Privacy Policy. You agree to submit accurate and truthful information when registering. We have sole and absolute discretion in granting accounts and reserve the right to reject users in our sole and absolute discretion without explanation.

In consideration of your use of the Service, you represent and warrant that (i) you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or any other applicable jurisdiction, (ii) your use of the Service does not violate any applicable law or regulation, and (iii) you are human. Accounts registered by "bots" or other automated methods are not permitted. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form ("Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true,

accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or GetTheReferral.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, GetTheReferral.com has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Registration Data and certain other information about you is subject to our Privacy Policy which is incorporated by reference herein in its entirety. For more information, see our full privacy policy at <http://www.GetTheReferral.com/Privacypolicy>. You understand that through your use of the Service you consent to the collection and use (as set out in the Privacy Policy) of this information.

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify GetTheReferral.com of any unauthorized use of your password or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. GetTheReferral.com cannot and will not be liable for any loss or damage arising from your failure to comply with the TOS, including, without limitation, this Section.

3.0 Billing

We will begin billing you for subscription fees corresponding to your subscription plan at the issuance of your user name and password.

Your Service subscription is a twelve-month term and will be automatically renewed at the end of your subscription period and you will be billed the subscription fee monthly on a recurring basis. Your membership will automatically renew for successive subscriptions, without prior notice to you, unless and until you cancel your membership, or we terminate it. If you

will billed annually and we do not receive notification of cancellation 30 days prior to the end of your initial annual term, your annual subscription will be automatically renewed and billed accordingly, without prior notice to you. You may cancel your subscription after the initial term by informing GetTheReferral.com in writing and must be received by GetTheReferral.com 30 days prior to the next billing period, if notice is not received 30 days prior to next billing, you will be responsible for 1 final billing before the cancellation takes effect.

By using the Service, you are expressly agreeing that we are permitted to bill you a subscription fee and any other charges you may incur in connection with your use of the Service. There is a minimum 12 month term unless there is an exception that is agreed to both parties in writing prior to the commencement of your initial term. Additional charges may include service level changes you request. The subscription fee will be billed at the beginning of your subscription and on each renewal thereafter, unless and until you cancel your membership in accordance to the cancellation policy above. We will automatically bill you each billing period on the calendar day corresponding to the commencement of your membership. All fees and charges are non-refundable, and there are no refunds or credits for partially used periods, or where you have elected to downgrade service levels or otherwise remove any paid component or feature. If you elect to upgrade your service level or otherwise add any paid component or feature, we will pro-rate the amount due based on the number of days remaining in your billing cycle; provided, however, that any such proration shall be based on your service level or paid components or features in existence immediately prior to your election to upgrade or add paid components or features. We may change the fees and charges in effect or add new fees and charges from time to time. We will inform you of any increase or addition to existing fees and we may offer you a grace-period in which your fees will not increase for a certain period of time. If you do not accept the increase or addition to the existing fees, you may elect to terminate your account during the then current billing period and you shall not be liable for such fee

increase after the applicable billing period; however, any later renewal of service will be subject to the increased fee structure. If your credit or debit card reaches its expiration date, your continued use of the Service constitutes your authorization for us to continue billing you, and you remain responsible for any uncollected amounts.

If you change your service level (downgrade it), you may cause the loss of content or features for your account. GetTheReferral.com does not accept any liability for such loss. After the initial 12 month term cancellation will be effective 30 days after written notice to GetTheReferral.com. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS OR ANY FEATURE OF COMPONENT THAT YOU HAVE PAID FOR BUT NOT USED.

4.0 Service Plan Election

a. GTR Base Plan - Unlimited Advocates (downloads) and Unlimited Referrals.

a. Sales Seats - Individual Sales Seats will need to be purchased based on the number of Sales Reps that will be listed in the app. A minimum of

1 Sales Seat must be purchased along with the GTR Base Plan.

b. GTR Enterprise - Unlimited sales reps, Unlimited Advocates (downloads), Unlimited Products, Unlimited Admins and Unlimited Referrals.

c. GTR Custom - In-app store custom branded app. This will display your branding in the app store, instead of the Advocator. There is a one-time development fee of \$1950, your monthly recurring will be which ever package your chose base on sales seats. At any point the GTR needs to resubmit the app, due to the amount of developer hours it takes for resubmissions, there will be a \$250 resubmission fee.

d. Integrations: Depending on the complexity of your integration needs,

there may be additional developer fees. We will need to quote the CRM requests on a case by case basis.

5.0 Automated Advocate Reward Payments

As part of the GetTheReferral.com service, you will be using your Advocator Pay powered by XTRM account to reward Advocates for their referrals. Once you click the pay button, you are agreeing to have the payment processed by the Advocator Pay and the reward payment will be sent electronically directly to the Advocates Advocator Wallet. All payments are subject to the Advocator Pay transaction fee as described in 6.0. If there are insufficient funds at the time of payment, GetTheReferral.com will not be responsible to pay the Advocate. GetTheReferral.com will not be responsible in any way to pay any Advocate of any partner company.

6.0 Transaction Fee

As part of the Automated Electronic Reward Payments service provided by GetTheReferral.com, Inc., each Advocator Pay transaction will include a 3.2% transaction fee (updated July 1, 2019) at the time of paying your Advocate. This fee includes the cost of the automated rewards transfer and processing of the payment to the Advocate. These fees are subject to change at any time and without prior notice. To load funds onto your Advocator Pay Account, you can load the account with a credit card (credit card fees will apply) or Request to ACH these funds to your account with no additional fees. In the event that the company uses a credit card to load funds and a chargeback of any sorts that goes unresolved, any and all charges will be the responsibility of the company and will be charged immediately with the credit card on file, once a chargeback is processed. Keep in mind that credit card load transactions in Advocator Pay will come through on your credit card statement as XTRM.

7.0 Modification of Service and Software

We reserve the right to alter, update, or remove our Service, Application and Software at any time without notice. We may conduct such modifications to our Service, Application or Software for security reasons, intellectual property, legal reasons, or various other reasons at our sole and absolute discretion, and we are not required to explain such modifications. For example, we may provide updates to fix security flaws, or respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Service or Software for security, legal or other purposes.

8.0 Our License Grant to You

We make our Service available to you through our Site including our Application and referral management Software. When you use our Service, we grant you a, personal, non-exclusive, revocable, limited license to use our Service, our Application, access our Site and download or use any Software. This license is granted to you in perpetuity so long as your subscription is paid in full and there is no violations of this agreement and the software and services are available for use. You acknowledge that we maintain all right, title, and interest in our Software. This means you may not resell our Service or Application anywhere else, share your license to use our Service or Application with anyone else, reverse engineer, scrape, decompile, modify or otherwise attempt to copy our Service or Application without written exclusive authority by GetTheReferral.com, Inc.

This license may be terminated if you violate any provisions listed in this Agreement or our Privacy Policy. Additionally, this license may be terminated if you are engaged in any activities that may damage the rights of GetTheReferral.com or if your activities are in violation of any applicable laws. If you wish to terminate this license please simply stop using our Service or Application or notify us in writing.

9.0 Use of GetTheReferral.com

When using our Service or Application, you are responsible for your use of GetTheReferral.com, and for any use of GetTheReferral.com made using your account. You agree not to access, copy, or otherwise use GetTheReferral.com, including our intellectual property and trademarks, except as authorized by these Terms of Service or as otherwise authorized in writing by GetTheReferral.com Inc. You agree NOT TO use GetTheReferral.com to:

- Copy, distribute or disclose any part of the Site, Application or the Service in any medium, including without limitation by any automated or non-automated "scraping";
- Utilize any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site, the Application or the Service in a manner that sends more request messages to GetTheReferral.com servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that GetTheReferral.com grants the operators of public search engines revocable permission to use spiders to copy materials from the publicly available searchable indices of the materials, not caches or archives of such materials);
- Attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site, Application, Software, or Service;
- Take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- Upload invalid data, viruses, worms or other software agents through the Service, Application or Software;
- Collect or harvest any personally identifiable information, including account names, from the Service or Software;
- Access the Site, Application or Service through any technology or means other than those provided or authorized by the Service, Application or Software;
- Stalk, harass, bully or harm another individual who uses our Site,

Application or Service;

- Impersonate any person or entity or misrepresent your affiliation with a person or entity;
- Use our Software in an unsafe manner or not in compliance with all laws, and you explicitly agree that you will not use GetTheReferral.com for any criminal communications or for transmitting any child pornography;
- Hold GetTheReferral.com responsible for your use of our Site, Application or Software;
- Violate any requirements, procedures, policies or regulations of networks connected to GetTheReferral.com;
- Interfere with or disrupt the Site, Application Software, or Service;
- Hack, spam or phish us or other users;
- Provide false content. You agree to provide only truthful and accurate Content;
- Violate any law or regulation and you are responsible for such violations;
- Use our Site or Software to post any false, misleading, unlawful, defamatory, obscene, invasive, threatening, harassing, inflammatory, fraudulent Content;
- Cause, or aid in, the destruction, manipulation, removal, disabling, or impairment of any portion of our Site, including the de-indexing or de-caching of any portion of our Site from a third party's website, such as by requesting its removal from a search engine;
- Upload any Content to our Site, Application or Software that includes any third party intellectual property unless you have permission from the owner to use it in the specific manner that you used it;

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Service may, at our sole and absolute discretion be terminated or suspended. Generally, we will provide an explanation for any suspension or termination of your use of any of our Services, but GetTheReferral.com reserves the right to suspend or terminate any account

at any time without notice or explanation.

10.0 Client Guidelines

For any Clients of GetTheReferral.com, you must be the authorized representative for your company to enter into this Agreement. Please be aware that aside from this Agreement the Client must also agree with the terms of the GetTheReferral.com Advocate Agreement, if applicable.

11.0 Marketing

You agree to be identified as a customer of GetTheReferral.com and you agree that GetTheReferral.com may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in GetTheReferral.com marketing materials and web site. You hereby grant GetTheReferral.com a fully-paid, irrevocable, perpetual, world-wide license to use your name and any of your trade names and trademarks solely in connection with the rights granted to GetTheReferral.com pursuant to this marketing section.

12.0 Software and Site Availability

We do not guarantee that the Software, Application or Site will always be available, work, or be accessible at any particular time. Only users who are eligible to use our Software, Application or Site may do so. We reserve the right in our sole and absolute discretion to terminate access for anyone. We cannot guarantee that the Software will work as advertised, or that it will give you the desired results.

13.0 Taxes

GetTheReferral.com is not responsible for any tax liabilities in accordance in both state and federal tax laws in association with reward payments made to advocates through Advocator Pay.

14.0 Compliance With All Laws and Regulations

GetTheReferral.com is not responsible for your violation of any laws while using our Site, Application and Service. Users must comply with all local, state, or federal laws regarding your use of our Site, Application and Service. Our Software and Service are void where prohibited.

15.0 Intellectual Property Rights

The design of the GetTheReferral.com Service along with GetTheReferral.com created text, templates, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to GetTheReferral.com, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. GetTheReferral.com reserves all rights not expressly granted in and to the Service and the Site. You agree to not engage in the use, copying, or distribution anything contained within the Site or Service unless we have given express written permission.

16.0 Representations and Warranties

OUR SITE OR SERVICE ARE OFFERED "AS-IS", INCLUDING ANY ERRORS, BUGS OR OTHER TECHNICAL ISSUES. YOU AGREE THAT WHILE USING OUR SOFTWARE OR SERVICE, YOUR RESULTS MAY VARY AND YOU MAY NOT ACHIEVE ANY DESIRED RESULTS. WE EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED. OUR SITE, SOFTWARE, OR SERVICE MAY NOT BE FIT FOR A PARTICULAR PURPOSE AND MAY NOT WORK OR BE APPLICABLE WHERE YOU RESIDE. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE REASONABLE SKILL AND CARE INVESTED IN OUR SERVICE, SATISFACTORY QUALITY OF OUR SERVICE, MERCHANTABILITY OF OUR SERVICE OR THAT OUR SERVICE IS NON-INFRINGEMENT. FURTHERMORE, WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SITE OR SERVICE

WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE SITE OR SERVICE WILL BE CORRECTED, OR THAT THE SITE OR SERVICE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. GetTheReferral.com IS NOT OBLIGATED TO PROVIDE YOU ACCESS TO OUR SITE, APPLICATION AND SERVICE. IN THE EVENT OF ANY PROBLEM WITH THE APPLICATION, SITE OR SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE, APPLICATION OR SERVICE.

17.0 Limitation of Liability

IN NO EVENT SHALL GetTheReferral.com, Inc. ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM (I) YOUR USE OR INABILITY TO USE THE SOFTWARE, APPLICATION, WEBSITE OR OUR SERVICES ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR SERVICE, (III) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM OUR SOFTWARE TO YOU, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (V) ANY FAILURE OF ANY THIRD PARTY INFORMATION LISTED ON OUR SITE AND SERVICE, INCLUDING ANY FAILURES OR DISRUPTIONS WHETHER INTENTIONAL OR UNINTENTIONAL OR (VI) ANY ERRORS OR OMISSIONS IN OUR SITE OR SERVICE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OUR SITE OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION

For Jurisdictions that do not allow us to limit our

liability: *Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the minimal extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.*

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. YOUR ABILITY TO USE OUR SOFTWARE AND SERVICE IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. YOU AGREE OUR TOTAL LIABILITY TO YOU IS NOT MORE THAN \$100 U.S. DOLLARS OR THE TOTAL AMOUNT YOU SPENT WHILE USING OUR SITE, SOFTWARE, AND SERVICE WITHIN THE LAST SIX MONTHS, WHICHEVER IS GREATER.

18.0 Indemnity

You agree to defend, indemnify and hold harmless GetTheReferral.com, Inc. its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses

(including but not limited to attorney's fees) arising from: your use of and access to the GetTheReferral.com site, application and service; your violation of any term of these Terms of Service; your violation of any third party right, including without limitation any copyright, property, or privacy right; or any claim that any of your content caused damage to a third party.

- your use of and access to the GetTheReferral.com site, Application and Service;
- your use of and access to the GetTheReferral.com Site, Application and Service;
- your violation of any term of these Terms of Service;
- your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- any claim that any of your Content caused damage to a third party.
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- your use of and access to the GetTheReferral.com Site, Application and Service;
- your violation of any term of these Terms of Service;
- your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- any claim that any of your Content caused damage to a third party.
- your use of and access to the GetTheReferral.com Site, Application and Service;
- your violation of any term of these Terms of Service;
- your violation of any third party right, including without limitation any copyright, property, or privacy right; or
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- any claim that any of your Content caused damage to a third party.

This defense and indemnification obligation will survive this Agreement and

your use of the GetTheReferral.com Application, Site and/or Service. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements whether or not suit is filed. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

19.0 COPPA Compliance

GetTheReferral.com and its Site, Application and/or Services may only be used by persons 18 years and older. If you are under 18 please stop using our Site, Application and Software and please do not submit any information to us.

20.0 Choice of Law

This Agreement shall be governed by the laws in force in the state of California. The offer and acceptance of this contract is deemed to have occurred in the state of California.

21.0 Conflicting Agreements

In event that any provisions within this Agreement conflict with the Reffiliate Terms and Conditions Agreement, those agreements shall be controlling and have precedence.

22.0 Forum of Dispute

You agree that any dispute arising from or relating to this Agreement will be heard solely by a court of competent jurisdiction in San Diego County, California. If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys' fees, court costs, and

disbursements in doing so. You agree that the unsuccessful party in any dispute arising from or relating to this Agreement will be responsible for the reimbursement of the successful party's reasonable attorneys' fees, court costs, and disbursements.

23.0 Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

24.0 Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other's operation, GetTheReferral.com shall have the sole right to elect which provision remains in force.

25.0 Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

26.0 Termination of Service

We may terminate or suspend your account, or our Service, Application and

Software without notice, though we will strive to provide a timely explanation in most cases. Please be aware that if we terminate service, you may be entitled to a refund if applicable. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

27.0 Assignment

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

28.0 Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified, make an announcement on our homepage or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Site, Application and our Service.

29.0 Entire Agreement

This Agreement represents the complete and entire agreement between you and GetTheReferral.com. This Agreement may not be amended or modified by oral agreement. This Agreement is the complete and final expression of the understanding between You and GetTheReferral.com. No prior or contemporaneous agreements or representations are part of this Agreement.

30.0 Electronic Communications

The communications between you and GetTheReferral.com use electronic means, whether you visit the Software, Site, Application or Service or send

GetTheReferral.com e-mails, or whether GetTheReferral.com posts notices on the Software, Site, or Service or communications with you via e-mail. For contractual purposes, you (1) consent to receive communications from GetTheReferral.com in an electronic form; (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that GetTheReferral.com provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

31.0 California Users and Residents

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about GetTheReferral.com must be addressed to our agent for notice and sent via certified mail to: Agent of GetTheReferral.com, 715 J St. STE 200 San Diego, CA 92101. Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

32.0 NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into once you accept the Terms of Service and purchase a GetTheReferral.com subscription by and between You, the Partner Company, Client (the "**Disclosing Party**"), and **GetTheReferral.com**. (the "**Recipient**" or the "**Receiving Party**"). Both Parties will be bound to the Mutual Non-Disclosure Agreement throughout the life of the relationship and timeframes outlined in this agreement.

The Recipient hereto agrees to provide software and app known as **GetTheReferral.com** (the "**Transaction**"). During the agreed to term, Disclosing Party may share certain proprietary information with the

Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

2. a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its Reffiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the

Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth

in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable,

the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any

kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective Reffiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the

parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of California applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in California shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the

third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.