

Referral Program Terms And Conditions

1. Terms and Conditions

The Troy Mobility, 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 Troy Mobility, Inc. customer (“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 Troy Mobility, Inc. and will govern your participation in any and all Program offers. By submitting a referral on Troy Mobility, Inc. “referral Program” webpage (<https://www.troymobility.com/about-us/referral-program/>) you are agreeing to these Program Terms and Conditions in their entirety.

Troy Mobility, Inc. reserves the right to modify these Program Terms and Conditions at any time, at its sole discretion, and without notice to you. Troy Mobility, Inc. may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. Troy Mobility, 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 Referral. A Qualified Referral occurs when:

1. The Referrer shares Troy Mobility Inc. through e.g. website form, email, Facebook, or any other communication means with a person, the Referred;
2. The Referred then signs up for Troy Mobility, Inc. services. Services must be equal to, or exceed \$2,000 of Troy Mobility, Inc. Professional Services (Including: Migration, implementation, Managed Mobility Services, Retainer) included in the project quoted.
3. When the Referred customer has committed to a minimum of 1-year of service and first payment is made, the referral perks (“Perks”) will be allocated to the Referrer.
4. The referral perks (“Perks”) will be allocated to the Referrer via United States Postal Service (USPS) to the address listed on the Referrer’s account with Troy Mobility, Inc. Contact a representative of Troy Mobility, Inc. to ensure accurate mailing address.

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 Troy Mobility Inc.’s services for at least twelve months. Troy Mobility, Inc. reserves the right to find ineligible any Participant in the Program at its sole discretion.

Conduct. Troy Mobility, Inc. reserves the right, at its sole discretion, to prohibit any Partner from participating in any aspect of the Program if Troy Mobility 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 Troy Mobility, Inc. to be generally inconsistent with the intended operation of the Program. Troy Mobility, 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 Affects. 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 Troy Mobility, Inc., 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 Troy Mobility, 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. Troy Mobility, 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) TROY MOBILITY, 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 Troy Mobility, Inc. concerning Participants' use of the Program. The failure of Troy Mobility, 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 Troy Mobility Inc.'s services can be found in Participants Statement of Work (SOW), or Master Service Agreement (MSA) agreed upon time of services rendered.

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.

