

## **TERMS AND CONDITIONS**

By participating in the Applied Systems, Inc., in relation to its EZLynx brand, (“Applied”) referral program (the "Program"), the following terms and conditions ("Terms") apply. Applied may at any time and in its sole discretion, without prior notice, terminate, cancel, suspend, or modify the Program or these Terms. If you are an existing customer of Applied inviting friends to participate, you are a "customer" under these terms, and if you are a person who receives an invitation, you are a "recipient."

Customer represents and warrants that it has the legal authority to accept these Terms on behalf of itself and recipient. If recipient does not agree to any of the provisions of these Terms, neither customer nor recipient are authorized to participate in the Program.

### **Eligibility and Overview**

Participation in this Program is permissible until the Program is terminated or modified by Applied. If customer refers a recipient prior to Applied’s termination or modification of the program, the customer will still be eligible to earn the reward described below before such termination or modification so long as the eligibility requirements are satisfied.

To be eligible to earn rewards through the Program:

1. Customer must have an Applied account in good standing (“Valid Account”) at the time of participation through when their reward(s) are issued.
2. Customer must have received prior authorization from recipient to provide Applied with recipient’s contact information.
3. The recipient cannot be among Applied’s existing clients at the time of the referral, or a prior existing client of Applied, or one of Applied’s known marketing prospects at the time of the referral.

Customer may refer a recipient by providing the recipient’s contact information to Applied, either directly through the Applied website or specific URL, in response to an invitation to participate in the Program, or by other acceptable means. Once Applied has determined that the recipient information provided by customer is valid and recipient is qualified to receive Applied products, customer will be eligible for a first reward (“Reward One”).

Customer will be eligible for a second reward (“Reward Two”) once recipient has completed ninety [90] days as an active, paying customer.

By participating in the referral program, customer agrees to receive communications from us about participation in the Program, and to allow us to communicate with customers or recipients about customer’s participation (for example, by disclosing to recipient who referred them).

## **Reward**

Reward One is a gift card to a merchant of Applied's choice in the amount of twenty-five dollars [25 USD]. Gift cards will be mailed to customer once Applied has received and verified the referral per the Terms.

Reward Two is a gift card to a merchant of Applied's choice in the amount of two hundred dollars [200 USD]. Gift cards will be mailed to customer once Applied has verified that recipient has completed ninety [90] days as an active, paying customer.

A gift card is considered as redeemed as soon as it is mailed to customer. The gift card merchant is not a sponsor of this Program.

Rewards are issued to a single Applied account at Applied's discretion and cannot be transferred, bartered, or sold.

### **Limits on Referrals:**

There is a limit of five (5) rewards per customer valid Account. If two or more customers invite the same recipient, Applied will credit the reward to the person who submits recipient's information first, as determined in Applied's sole discretion.

### **Receiving and Using Rewards:**

Applied reserves the right to limit, cancel, delay, or revoke a reward if Applied determines, in its sole discretion, that a customer or recipient has violated these Terms or has acted in a fraudulent or abusive manner, or if Applied restricts or closes the customer or recipient's account pursuant to any of Applied's terms of use.

Applied may provide an alternate reward of equal value if it is unable for any reason to fulfill the reward. Reward redemptions are final, will not be returned, and are subject to review and verification.

Applied is not responsible and/or liable if any e-mail, reward, referrals, or Program-related materials or correspondence are lost, fraudulent, abusive, stolen, late, incomplete, illegible, interrupted, delayed, altered, defective, misdirected, tampered with, or irregular in any way or if any customer or recipient's e-mail address, Valid Account, or other contact information does not work, is deleted, or is changed without prior written notice to Applied.

### **Governing Law**

This Program is governed by Illinois law. By entering, customers and recipients are bound by these terms and conditions. Any questions relating to the Program will be resolved in Applied's sole discretion and its decisions related to issuing a reward will be final and binding.

### **Indemnification**

Customer agrees to defend, indemnify, and hold harmless Applied, its affiliates, directors, officers and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising out of customer's participation in the

Program. Customer also agrees to defend, indemnify and hold harmless Applied from any and all damages, losses, liabilities, costs, expenses, and other amounts to the extent awarded by a court of final jurisdiction (collectively “Losses”) relating to any such claim or agreed to in a monetary settlement of such claim.

### **Limitation of Liability**

Neither party shall be liable to the other for any consequential, incidental, punitive, special, exemplary, or indirect damages (including lost profits or savings). Applied’s liability hereunder is limited to the value of the rewards provided to customer in the 12 months preceding the event or cause giving rise to such liability.

### **General**

These Terms sets forth the entire understanding of the parties as to the subject matter herein. All waivers must be in writing. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder. Consent to, or waiver of, enforcement of these Terms on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion. The rights and remedies of the parties as set forth herein are not exclusive and are in addition to any other rights and remedies available to it in law or in equity. If a court of competent jurisdiction judges any provision of these Terms to be invalid or unenforceable, the remaining provisions of these Terms will continue in full force and effect. The parties agree to replace any invalid provision with a valid provision that most closely matches the intent and effect of the invalid provision. Notices will be sent either by first-class mail, or overnight courier to the address set forth below and will be deemed given 72 hours after mailing or upon confirmed delivery or confirmed receipt. EZLynx® is a registered trademark of Applied and all trademarks used in the Program remain the property of their respective owners.

### **Contact Info**

For any questions or concerns regarding the Program, contact [info@appliedsystems.com](mailto:info@appliedsystems.com). Mail should be sent to Applied Systems, Inc. 200 Applied Parkway, University Park, IL 60484.