

# Terms and Conditions

## Verizon Connect's Referral Program

### 1. Scope of application

Verizon Connect UK Limited (“we” or “**Verizon Connect**”) may, from time to time, offer customers of its services and individuals who are employed by customers of its services (together “**Users**”) the opportunity to participate in a program to refer third parties (“**Program**”) to try Verizon Connect’s services (“**Services**”). The Program is administered on our behalf by ZFERRAL, INC., dba Ambassador Software, with company number 801068678 and at registered address 301 W 4<sup>th</sup> Street, Suite 301, Royal Oak, MI 48067 (“**Service Provider**”).

These Terms and Conditions (the “**Terms**”), as amended from time to time at the time of registration, are binding on Users when they participate in the Program.

By entering the Program you represent, warrant and undertake that:

- (i) you meet the eligibility criteria contained in these terms and conditions; and
- (ii) you are a User acting for the purpose of your trade, business, craft or profession; and
- (iii) you will comply with all applicable laws and regulations,

including all self-regulatory advertising regulations and codes.

We reserve the right to verify each participant's eligibility to participate in the Program at any time.

## **2. Changes to these Terms and the Program**

### **2.1. Termination of the Program**

Verizon Connect and Users have the right to terminate the Program at any time for any reason.

### **2.2. Changes to these Terms**

We reserve the right to amend or modify the terms and conditions and the methods by which Rewards can be earned at any time in the future, provided that this appears necessary and provided that this does not result in any significant disadvantages for the User. The changes offered by Verizon Connect will only become effective if the User accepts such changes. The User accepts the changes, when he/she receives an email and clicks on the "Accept button".

## **3. Terms of participation and how the Program works**

### **3.1. Making a referral and the procedure of the Program**

The Program is currently open (as at 00:01 on 01 August 2023 and will remain open until terminated by us (the "**Program Period**"). Any Qualified Referrals made after this Program period will not be eligible

for a Reward.

Users must register to make a referral, but no purchase of the Services is required to make a referral. Users must have access to a computer, tablet, phone or a device connected to the internet and a valid working email address to participate. To participate in the Program, Users will have the following options:

(1) The User visits <https://www.verizonconnect.com/de/v/refer/> and follows the on-screen instructions to join the Program by entering the requested name, company and email address of the referred customer in the appropriate fields; or

(2) the User receives a correspondence from Verizon Connect containing a unique landing page link, which the User can click on to fill in all required information.

After the registration, the User will be provided with a unique referral link (“**Personal Link**”). Once a User refers a third party company, the User becomes a “**Referrer**”.

The Personal Link provides a landing page and web form which the referred third party company populates to submit its request for further information or demo directly to Verizon Connect for processing. Companies who are referred by Users are called “**Referred Customers**”.

The Personal Link allows the Referrer to receive a reward for Qualified Referrals (“**Reward**”).

Personal Links will be issued only to individuals and will be sent to the User’s email address provided at the sign-up stage. Each Referrer will also be provided with a unique and personal page or account to view the status of his/her Qualified Referrals and manage his/her account.

### **3.2. Eligible Group of Participants: Eligible Referrer**

To be “eligible” for the Program, a Referrer must:

- 1) be a legal resident in Great Britain (**residents in Northern Ireland are excluded**);
- 2) be at least 18 years old at the time of signing up to this Program; and
- 3) be acting for business or trade purposes.

Employees of Verizon Connect, its Service Provider or any of its or their subsidiaries or affiliates, including immediate family and household members, are not eligible.

Referrers cannot refer themselves and may not combine this offer with any other sale, promotion, discount, code, coupon or offer.

We reserve the right to disqualify any User at any time from participation in the Program and receiving any Reward(s), if he/she does not comply with any of these Terms and/or applicable laws and regulations.

### **3.3. Requirements for Rewards**

#### **3.3.1. Qualified Referrals**

The requirement for rewarding the Referrer is a so-called verified "**Qualified Referral**". A Qualified Referral means that all the following conditions are met:

- 1) The Referred Customer completed the purchase of the Service using the Referrer's Personal Link and purchased at least one Service subscription unit. If a Referred Customer purchases or registers with the Service using any other link or method, the purchase or registration by the third party company will not count as a Qualified Referral and the Referrer will not earn a Reward;
- 2) The hardware associated with any purchased Services must have completed the installation process into the Referred Customer's vehicles;
- 3) The Referred Customer makes full payment for the Service subscriptions ordered pursuant to receipt of the initial invoice or bill;
- 4) The Referred Customer was not previously a customer of Services under any email address or alias; and
- 5) The Referred Customer is
  - a) a legal resident in Great Britain (**residents in Northern Ireland**

**are excluded**);

b) at least 18 years old at the time of purchasing the Service; and

c) acting for business or trade purposes.

Only one Qualified Referral can be earned for each Referred Customer during the Program Period.

**3.3.2. Verified Qualified Referrals**

Rewards are subject to verification in accordance with the process outlined under section 3.3.1 (Qualified Referrals) above. Verizon Connect may delay a Reward for the purpose of investigation. Verizon Connect may also refuse to verify and process transactions that are fraudulent, violate these Terms or which will impose potential liability on Verizon Connect, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

**3.3.3. Type and Amount of Rewards**

Each Referrer can earn up to one (1) Reward in total for the Program Period. This Reward may be up to a total value of £300, based on the number of qualifying Service subscription units included in each Qualified Referral as follows:

5-19 Service subscription units	£150
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20+ Service subscription units	£300
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One Service subscription unit means that the Referred Customer purchases one (1) Reveal License.

Rewards may be redeemed in the form of Amazon vouchers and may be subject to the issuer's terms and conditions available here: <https://www.amazon.co.uk/gp/help/customer/display.html?nodeId=200272910>. (Note that the issuer's terms and conditions include several key conditions, including but not limited to the following: the Rewards expire ten years from the date of issuance; and the issuer, and by extension Verizon Connect, makes no warranties, express or implied, with respect to the Rewards). The Awards would be subject to tax and national insurance contributions ("NICs") under applicable UK laws, and as such Verizon Connect will account for tax and NICs through a taxed award scheme arrangement with HMRC, in accordance with applicable rules.

#### **3.3.4. Transfer and Value of Rewards**

Rewards have no independent monetary value and may not be redeemed for cash. Rewards are not transferable and may not be auctioned, traded, bartered or sold. All costs and expenses not included within the Reward are the sole responsibility of the User. For the avoidance of doubt, for United Kingdom Value Added Tax ("VAT") purposes: Referrer is providing services to Verizon Connect, the

Rewards are inclusive of any VAT that may be applicable and Referrer is required to account for any VAT or other tax liability resulting from receipt of the Rewards. Verizon Connect reserves the right to substitute the Reward with an alternative Reward of equal or greater value.

If the termination or partial termination of the Program with the Referrer or the cancellation of the Referrer's Verizon Connect account occurred because the Referrer breached these Terms, the Referrer's Rewards will lapse with immediate effect.

## **4. Conduct**

### **4.1. Prohibited Conduct**

#### **4.1.1. General**

Users agree not to use the Program to:

- Violate applicable laws and/or regulations;
- Infringe the intellectual property rights of Verizon Connect or its Service Provider or any other third party;
- Stalk, harass, or harm another individual;
- Impersonate any person or otherwise misrepresent the User's identity;
- Violate these Terms as well as interfere with or disrupt servers or networks connected to the Program, or disobey any published requirements, procedures, policies, or regulations of such

networks;

- Interfere with another User's use of the Program;
- Attempt to gain unauthorised access to the Program, other accounts, computer systems, or networks connected to the Program;
- Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;
- Conduct any illegal activity or solicit the performance of any illegal activity or other activity that infringes the rights of others; or
- Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.

If a solution cannot be found after the occurrence of prohibited conduct, we reserve the right to cancel, change, or suspend the Program. Any decision by Verizon Connect in respect of the Program is final and binding.

#### **4.1.2. Bulk Distribution (“Spam”)**

Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute unsolicited commercial email or “spam” is expressly prohibited and may be grounds for immediate termination of the Referrer’s account and deactivation of the Personal Link. We have a no tolerance spam policy. No entries from agents, third parties, syndicated entries or those made

using methods such as a computer macro, script or the use of automated devices are permitted.

#### **4.1.3. Obtain prior Consent of Referred Customers**

Referral emails are considered advertising and may only be sent with the recipient's express consent. Before providing the Unique Link to the Referred Customers, the Referrer must obtain express consent from the Referred Customer to receive electronic messages. This consent must have been obtained at or prior to the time the Referrer submits the recipient's detail to Verizon Connect. Referrers who send emails or direct messages under the Program without the prior consent of the respective recipient will be excluded from the Program and become ineligible for Rewards.

#### **4.1.4. Fraudulent and Suspicious Behaviour**

Verizon Connect may prohibit a User from participating in the Program or receiving a Reward, if such User undermines or attempts to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other users or representatives of Verizon Connect.

Users may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice

to participate in the Program or receive a Reward.

Verizon Connect reserves the right at any time, in its absolute discretion to:

- (i) verify the eligibility of any User (including age and place of residence);
- (ii) disqualify any participant found to be abusing or tampering with the operation of the Program or entering using fraudulent means, or who Verizon Connect believes to have acted in breach of these Terms; or
- (iii) disqualify any participant posting a comment to Verizon Connect's social media platforms that is, in Verizon Connect's opinion, inappropriate, offensive or upsetting to other Users, customers of Verizon Connect or contrary to applicable law.

#### **4.1.5. Sign-In Credentials**

Users are responsible for maintaining the confidentiality of their sign-in credentials and are fully responsible for all activities that occur through the use of them. Users agree to notify Verizon Connect immediately if they believe the confidentiality of their sign-in credentials has been compromised or if they suspect unauthorised use of their account.

## **5. Content Ownership and Use**

### **5.1. General**

The Program and related online platform contain contents that include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other content (collectively, “**Content**”). As between the User and Verizon Connect, Verizon Connect or its licensors hold all rights of the Content, and the Content is protected under copyright, trademark, and other laws. Verizon Connect holds all rights of the compilation (meaning the collection, arrangement, and assembly) of all Content on the online platform and Program and the compilation is protected by copyright, trademark, and other laws.

### **5.2. License to You**

Verizon Connect authorises you, subject to these Terms, to access and use the online platform, Program, and the Content solely to the extent necessary to participate in the Program. This license is revocable at any time without notice and with or without cause. Unauthorised use of the Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Content on any copy you make of it.

### 5.3. Trademarks

The registered or unregistered logos, product and service names are or may be trademarks of Verizon Connect or its licensors (the “**Marks**”). Without Verizon Connect's prior written permission, and except as solely enabled by any link as provided by Verizon Connect, you agree not to display or use in any manner the Marks.

## 6. Privacy

To carry out the Program with a User, Verizon Connect needs to process certain personal information. The personal information will be processed in accordance with applicable data protection laws as well as Verizon Connect's Privacy Statement, which can be found at <https://www.verizon.com/about/privacy/international-policy>.

## 7. Liability

7.1. Nothing in these Terms excludes or limits Verizon Connect's liability in respect of: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation by us or our employees; or (iii) any other liability which may not be limited or excluded under applicable law.

7.2. Verizon Connect shall not be liable for: (i) any failure to comply with these Terms as a consequence of events beyond its reasonable control including without limitation, any failure of communication

networks as a consequence of any circumstances beyond the reasonable control of Verizon Connect; and/or (ii) any loss of profits, loss of revenue or other economic loss or any indirect or consequential loss.

7.3. Except as otherwise required by applicable law, Verizon Connect accepts no responsibility or liability for any entry, Qualified Referral or Reward which for technical or other reasons is unsuccessful, incomplete, lost, late, damaged, corrupted or misdirected.

7.4. Verizon Connect's total liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to the total value of the Reward.

7.5. To the maximum extent permitted by law, you agree to indemnify, defend and hold Verizon Connect harmless against any and all liabilities, claims, losses, expenses, damages and costs (including reasonable legal and professional costs) suffered or incurred by Verizon Connect or any entity that controls, is controlled by, or is under common control with us, and each of our respective employees, directors, shareholders, agents, advisors and cooperating parties arising as a result of or in connection with your breach of these Terms.

## **8. Applicable Law and Provider of the Program**

The Program and these terms and conditions, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales. The courts of England will have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions.

Provider of the Program is: Verizon Connect UK Limited, Reading International Business Park, Basingstoke Road, Reading RG2 6DA, United Kingdom (Managing Directors: Derek John Bryan; Clare Brenda Aitkenhead).

For questions regarding the Program, please email: [simon.austin-beckett@verizonconnect.com](mailto:simon.austin-beckett@verizonconnect.com).

## **9. Miscellaneous**

These Terms constitute the entire agreement between the Users and Verizon Connect concerning the Users' use of the Program. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the other provisions of these Terms remain in full force and effect.