

Terms and Conditions

Verizon Connect Referral Program

Verizon Connect Fleet USA LLC (“we”, “Verizon Connect,” “VCF” or “Company”) may, from time to time, offer users of our service (“Service”) and individuals who are not currently Company customers the opportunity to participate in a program to refer friends, family members, associates or colleagues to try the Service (“Verizon Connect Referral Program” or “Program”). We reserve the right to terminate the Program at any time for any reason. The Program is administered on our behalf by ZFERRAL, INC., dba Ambassador Software, 301 W 4th Street, Suite 301, Royal Oak, MI 48067 (“Service Provider”).

Users (defined below) are bound by these Terms and Conditions (these “Terms”) by participating in the Program. By participating in the Program, Users agree to use the Program in the manner specified in these Terms. If you do not agree to these Terms in their entirety you are not authorized to register as a Referrer (defined below) or participate in the Program in any manner. Users may not participate in the Program where doing so would be prohibited by any applicable law or regulations. Users may not combine this offer with any other sale, promotion, discount, code, coupon and/or offer.

We reserve the right to modify or amend at any time these Terms and the methods through which Rewards are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms.

Children.

No part of the Program is directed to persons under the age of 18. IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE PROGRAM AT ANY TIME OR IN ANY MANNER.

1. **Privacy.**

Individuals may participate in the Program to recommend products, services or content made available by Company (“Users”) to their friends, family, associates or colleagues. To do this, Users must necessarily submit personal information about themselves and their friends, family members, associates or colleagues, such as name and e-mail address information, so that the Company can send these recommendations on their behalf. The personal information will be collected, processed and used in accordance with Company’s Privacy Statement, which can be found at <https://www.verizon.com/about/privacy/privacy-policy-summary>. In addition, personal information may be used by Company to contact Users with regards to their participation in the Program and to receive

communications from Company. Where a User provides personal information about its friends, family members, associates or colleagues to receive communications via the Program, the provided personal information will be used by the Company for sending these communications on behalf of the User and User understands that Company may send out additional follow-up communications on behalf of the User to encourage or remind the friends, family members, associates or colleagues to complete the purchase or registration process.

2. **How the Program Works.**

Program Participation, Generally

To participate in the Program, Users will have the following options:

- (1) User visits VerizonConnect.com and follows the on-screen instructions to refer friends, family members, associates or colleagues to the Service by entering the requested names and/or email addresses in the appropriate fields; or
- (2) User receives a correspondence from Company containing a unique landing page link, which the User can click on to fill in all required information.

Users who refer are called “Referrers.” Individuals who are referred by Users are called “Referred Customers.” An “eligible” Referrer who is

fully compliant with these Terms may receive “Reward(s)” for every “Qualified Referral.”

Eligible Referrer

To be “eligible,” a Referrer must:

- 1) be a legal resident of the United States of America or any other country in which the Program is offered;
- 2) be at least 18 years old; and
- 3) reside in an area where participating in the Program would not be prohibited by any applicable law or regulation.

Employees of the Company, its Service Provider or any of its or their subsidiaries, affiliates or promotional agencies (“collectively, the “Program Entities”), including immediate family and household members, are not eligible.

Making a Referral

An individual must register to make a referral, but no purchase is required. Once an individual refers a friend, family member, associate or colleague, he/she becomes a Referrer and will be provided with a unique referral link (“Personal Link”) that allows the Referrer to receive credit for Qualified Referrals (“Credit”). Personal Links will be issued only to individuals. 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.

Referrers must respect the spirit of the Program by only referring real individuals who meet the requirements of these Terms. Referrers cannot refer themselves. For example, a Referrer may not create multiple or fake accounts with Verizon Connect or participate in the Program using multiple or fake email addresses or identities.

Qualified Referrals

A Qualified Referral means that all the following conditions are met:

- 1) The Referred Customer completed the purchase of Company's Service using the Referrer's "Personal Link" and purchased at least five Service subscription units. If a Referred Customer purchases or registers with the Service using any other link or method, the purchase or registration by the individual will not count as a Qualified Referral and the Referrer will not earn Credit;
- 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 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 of the United States of America or any other country in which the Program is offered, b) at least 18 years old, and c) resides in an area where participating in the Program would not be prohibited by any applicable law or regulation.

Only one Qualified Referral can be earned for each Referred Customer during the operation of the Program. Any additional or subsequent purchases made by a Referred Customer will not qualify as Qualified Referrals.

Credit for Qualified Referrals

Credit can only be awarded for Qualified Referrals.

Earning Rewards

The Referrer will earn one (1) Reward valued at Two Hundred dollars (\$200) for each verified Qualified Referral.

Rewards may be redeemed in various forms in the Company's sole discretion. Users should check their account for details. Restrictions may apply. For example, if the Reward is in the form of a gift card, gift certificate or voucher, it may be subject to the issuer's terms and conditions.

Verified Qualified Referrals

Rewards are subject to verification. The Company may delay a Reward for the purposes of investigation. They may also refuse to verify and process any transaction Company deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms, or believes will impose potential liability on Company, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

All of the Company's decisions are final and binding, including decisions as to whether a Qualified Referral, Credit or Reward is verified.

Transfer and Value of Credit and Rewards

Credit and Rewards have no monetary value and may not be redeemed for cash. Credit and Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of a Referrer's Verizon Connect account for any reason, any unredeemed Credit and Rewards accumulated by the Referrer are forfeited.

3. Content Ownership and Use.

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 the Company, all Content is the property of the Company or its licensors and is protected under copyright, trademark, and other laws. The compilation (meaning the collection, arrangement, and assembly) of all Content on the online platform or Program is the exclusive property of the Company and is protected by copyright, trademark, and other laws.

License to You

The Company authorizes you, subject to these Terms, to access and use the online platform, Program, and the Content solely for your personal, non-commercial use. This license is revocable at any time without notice and with or without cause. Unauthorized 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.

Trademarks

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

4. Liability and Indemnification

By participating in the Program, Users agree to:

1) be bound by these Terms, the decisions of the Company and their designees (including the Service Provider), and the Privacy Policy of the Company;

2) defend, indemnify, release and hold harmless the Company, its Service Provider and its or their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the “Released Parties”), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused

to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward); and

3) be contacted by the Company and/or Referred Customer via e-mail.

Company shall not be liable for:

1) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, unreliable, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission;

2) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors;

3) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials;

4) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Reward, or from participation in the Program, that were not reasonably foreseeable to the Company at the relevant time;

5) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program; or

6) claims, demands, and damages in disputes among Users of the Program.

To the fullest extent permitted by applicable law, the Company disclaims any liability for damage to any computer system resulting from Users, Referred Customers, or any other third party, participating in, or accessing or downloading information in connection with the Program, and reserve the right, in their sole discretion, to cancel, modify or suspend the Program for any reason, including without limitation, should a virus, bug, computer problem, unauthorized intervention or other causes beyond the Company's control, corrupt the administration, security or proper play of the Program.

The Company shall not be liable to any Users for failure to supply any Reward or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

The Company 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

USERS 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, REPRESENTATIONS, CONDITIONS AND TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE COMPANY MAKES AND GIVES NO WARRANTY 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, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, INCLUDING ANY VENDORS AND SERVICE PROVIDERS ASSOCIATED WITH OR ASSISTING IN PROVIDING THE PROGRAM, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROGRAM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR

TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE PROGRAM; OR (v) ANY OTHER MATTER RELATING TO THE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE COMPANY'S, INCLUDING ANY VENDOR'S AND SERVICE PROVIDER'S, MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

Users should use the Program at their own risk.

5. **Publicity.**

Participation in the Program or acceptance of a Reward constitutes permission to the Program Entities to use any User's first and last name, company name, Verizon Connect profile information, statements, biographical information, and city and state address for any and all promotional or advertising purposes in connection with the Program, on a worldwide basis and in all forms of media without review, permission or further compensation of any amount or kind whatsoever, where permitted by law.

6. **Conduct.**

If a solution cannot be found to restore the integrity of the Program after the occurrence of prohibited conduct, we reserve the right to cancel, change, or suspend the Program.

Prohibited Conduct, Generally

Users agree not to use the Program to:

- Violate applicable law;
- Infringe the intellectual property rights of the Company, its Service Provider or any third parties;
- Stalk, harass, or harm another individual;
- Collect or store personal data about other Users;
- Impersonate any person or otherwise misrepresent User's identity;

- Interfere with, disrupt or violate these Terms or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
- Interfere with another User's use of the Program;
- Attempt to gain unauthorized 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.

Bulk Distribution ("Spam")

If a Referrer provides a Personal Link to a Referred Customer by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, associates, colleagues and family members. By submitting the email addresses of Referred Customers, the Referrer represents and warrants that he/she has their prior consent to do so and will defend, indemnify, release and hold harmless the Released Parties, from any and all claims, actions, demands, damages, losses, liabilities, costs or

expenses caused by, arising out of, in connection with, or related to such submission.

Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or “spam” in the Company's sole discretion 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.

The Company has no obligation to monitor the content provided by Users; however, the Company may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program.

Each Referrer is the actual sender of the emails and must comply with applicable law. Referrers who do not comply with the law, including anti-spam laws, are obligated to indemnify the Program Entities against any liabilities, costs and expenses it incurs as a results of such spam.

Fraudulent and Suspicious Behavior

The Company may prohibit a User from participating in the Program or receiving a Credit or Reward, in their sole discretion, if they determine

such User is attempting 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 the Company. Use of any automated system, script, or macro to participate is strictly prohibited and will result in disqualification.

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.

The Company reserves the right to disqualify any User and/or cancel any Reward(s) if they find a User to be tampering with the entry process or the operation of the Program or violating these Terms.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. Suggestions and Submissions.

The Company appreciates hearing from Users and welcomes your comments regarding the Program. Please be advised, however, that the Company does not accept or consider creative ideas, suggestions, inventions, or materials (“creative ideas”) other than those which we have specifically requested. While the Company values your feedback on the Program, please be specific in your comments and do not submit creative ideas. If, despite this request, you send the Company creative ideas, the Company:

1. Shall own, exclusively, all now known or later discovered rights to such creative ideas;
2. Shall not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any creative ideas; and
3. Shall be entitled to unrestricted use of the creative ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

8. Sign-In Credentials.

To see the personal Company “Refer-a-Friend” page or account or to use the Program, Users will need to sign in with their 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 the Company immediately if they believe the confidentiality of their sign-in credentials has been compromised or if they suspect unauthorized use of their account. Users agree that the Company will not be liable for any loss or damage arising from unauthorized use of their credentials.

9. Applicable Law; Arbitration; Class Waiver; and Waiver of Jury Trial.

Any and all disputes, claims and causes of action arising out of or related to the Program or any prize awarded hereunder shall be resolved under New York law (without reference to its conflicts of laws principles), and participants in the Program agree to submit any dispute to the exclusive jurisdiction of the state and federal courts located in New York, New York.

Users and the Company agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the online platform or Program under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in New York, New York. Users covenant not to sue the Program Entities in any other forum.

Users also acknowledge and agree that, with respect to any dispute with the Released Parties arising out of, in connection with or relating to Users' use of the Service, participation in the Program or this Agreement:

USERS EXPRESSLY AGREE TO (1) IRREVOCABLY WAIVE THEIR RIGHT TO HAVE A TRIAL BY JURY; AND (2) NOT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION INVOLVING ANY SUCH DISPUTE.

10. **General Terms**

These Terms constitute the entire agreement between Users and the Company concerning Users' use of the Program. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. A person who is not a party to these Terms shall have no right to enforce or receive the benefit of any of these Terms.

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