iService Auto Inc.'s Referral Program Terms and Conditions

Effective 09/1/2017

Referral Commission: 20% of the iService, and/or MyLoan, and/or Rewards subscription payment for Six (6) months. The referral commission cancels on the same date the dealership submits a cancellation of the product that was initially purchased. Referrer must be currently paying for a product in order to receive financial compensation for referring.

1. General

These terms and conditions apply to iService Auto Inc.'s (iService) Referral Program ("Program"). By referring a current Service Manager, Fixed Ops Director, General Manager, or Dealership Owner participating in the Program, the referring individual and referred individual agree to be bound by these terms and conditions, iService's General Terms and Conditions ("Ts&Cs"), and the iService Privacy Policy. The General Ts&Cs and Privacy Policy are available at iserviceauto.com. As detailed in the Ts&Cs, we (iService and any participants in the program) each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between you and iService must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.

2. Program Participation and Eligibility

ONLY ONE (1) REFERRER WILL BE PAID A MONITARY REFERRAL BONUS FOR EACH SUBSCRIPTION THE DEALERSHIP SIGNS WITH ISERVICE AUTO. SUBSCRIPTION MUST BE THE ISERVICE "SERVICE PLATFORM" SUBSCRIPTION, MYLOAN SUBSCRIPTION, OR REWARDS SUBSCRIPTION.

REFERRAL PROSPECT MUST SIGN THE NEW CONRACT WITHIN 90 DAYS OF THE REFERRAL. REFERRAL AGENT MAY ONLY REFER THE PROSPECT IF THE AGENT HAS NOT REFERRED THE PROSPECT WITHIN THE LAST 90 DAYS. THE MOST RECENT AGENT TO REFER THE PROSPECT WILL RECEIVE THE COMMISSION.

The Program is available only on referrals for new activations on new iService Auto subscription accounts that do not currently have and have not had any type of iService Auto accounts in the past or in process. Please allow up to sixty (60) days after referral validation, dealer signing contract, payment processed, and activation of contract from dealer to iService for referral reward to be processed. iService reserves the right to modify, extend or cancel this Program at any time. The Program is only available online at: iserviceauto.com/referrals/. Internet access is required for participation in the Program. Referring individuals who initiate a referral on iserviceauto.com/referrals/, are defined as "Referrers." Non-customers who activate iService Auto's service upon a referral are defined as "Referees."

Eligible Referrals: iService reserves the right to disqualify any individual referral or Referrer from the program if iService feels that the actions of the Referrer are not in the best interest of the program. To make referrals, you must:

1. Referee must be eighteen (18) year old or older to qualify.

- 2. Provide us with a valid referral's name, position, phone number, email address, dealership name,.
- 3. Referee must be a current Service Manager, Fixed Ops Director, General Manager, or Dealership Owner
- 4. Supply your name.

And Referee must:

5. Sign up for the iService service department subscription product, MyLoan subscription product, and/or Rewards subscription product.

Participation in the Program is prohibited where void by applicable law or regulation. The Program is only available through the iServiceAuto.com/referrals/. You cannot redeem a referral reward for referring yourself. You may only participate in the program online at iserviceauto.com/referrals/. Referees that you invite must sign contract, pay 1st payment on a new iService service MyLoan, and/or Rewards subscription monthly account within 90 days of receiving the referral.

Ineligible Referrals: Unless otherwise noted, the Program may not be available for certain other iService plans or accounts, including: month to month subscriptions or pay-as-you-go plans, iService "Friends and Family", special dealer plans/accounts, accounts owned by iService, select iService Family account plans and other plans deemed ineligible (collectively, "Ineligible Referrals"). In addition, Referrals made through non-authorized iService referral channels are not eligible for the program. iService reserves the right to void any Referral reward based on the following: (1) ineligibility of any Program participant, (2) fraudulent activity or, (3) if iService, in its sole discretion, finds that you have violated any of the Program Terms and Conditions.

Eligible Referees: Each Referee must sign a new iService, MyLoan, and or Rewards monthly subscription agreement within 90 days of receiving the referral. The Referee's new contract must remain active and payment must be current in order for referral payment to be made. You cannot receive credits for referring yourself or by renewing your monthly plan with iService. There is no limit to how many referrals rewards a Referrer can earn. If you are a new iService customer who was referred by an existing iService customer, you are eligible to earn limitless referral rewards per year. You must disclose the fact that you are an iService customer if iService requests. You agree to let your Referees know that you are the Referrer and that you may receive a referral reward if your Referee signs up for iService service subscription or any other product. You will not receive any referral reward if your referrals are rejected or are not received for any reason, or if you fail to comply with any of the terms of the Program.

- 3. iService is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the rewards program or by any technical or human error which may occur in the processing of submissions in the program. iService assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. iService is not responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment or software on account of technical problems or traffic congestion on the Internet or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials with the rewards program.
- 4. Referral rewards are non-transferable, non-assignable, and cannot be redeemed or exchanged for cash, credit, or other merchandise. Payment will only be made by check to the address and name on the W-9 form.
- 5. Reward Issuance Expiration: If further action is required for reward issuance, Referrers must successfully complete the additional action within 30 days from initial notification of the request for

further action. Otherwise the Referrer will forfeit the pending reward. If the Referrer has not completed the W-9 form in its entirety and submitted it to <u>referrals@iserviceauto.com</u> prior to the demo or within thirty (30) days of the submission of the first referral, the referral reward becomes disqualified and invalid.

6. Additional Terms and Conditions.

Tax: You are responsible for any and all tax liabilities associated with the Program.

Location: Only valid for Referees and Referrers that resides in the United States (50 states).

Void Where Prohibited: This Program is void where prohibited by law.

We reserve the right to change the terms and conditions of the iService Referral Program at any time, without notice, at our sole discretion. We reserve the right to not award a reward or disqualify someone from the Program if we feel, in our sole discretion, that fraudulent behavior or other unethical conduct has occurred in any way that compromises the fairness of the Program in any way. Rewards cannot be combined with other promotions and are not valid for previous offers or orders. Spam, unsolicited commercial email, or any form of illegal means of communication is illegal, prohibited, and will be grounds for termination of your referral participation in this Program. Fraudulent or unethical means of communication such as using bots, fictitious identities, fake emails, or scripts is also prohibited and will result in similar actions by us with respect to terminating your referral participation in the Program. is evice services are subject to additional terms, conditions, and other restrictions. See iserviceuto.com for details.

By participating in this Program, you agree to release and hold harmless iService Auto Inc., as the operator of the Program for us and their affiliates and subsidiaries, directors, officers, employees, consultants, and agents, and any other entity associated with marketing this Program (collectively, the "Released Parties") from any and all claims or damages arising out of, or in connection with the Program. You further agree that the Program and rewards are provided "as is where is". THERE ARE NO REPRESENTATIONS OR WARRANTIES INCLUDING BUT NOT LIMITED TO STATUTORY WARRANTIES AND CONDITIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THIRD PARTIES RIGHTS, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF ONE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

Limited time offer. iService reserves the right to terminate and/or modify this offer at any time without prior notice.