## **Program Terms and Conditions**

Updated: November 30, 2016

## 1. Definitions

- a. "Referrer" means an individual or company that provides to CompuVoIP the relevant information of a potential new CompuVoIP customer.
- c. "Referee" means the individual or company referred to CompuVoIP by the Referrer that becomes a CompuVoIP customer
- d. "CompuVoIP Referral Program" or "Program" means the program described on https://www.compuvoip.com/refer to which these Terms and Conditions apply.
- e. "Qualifying Line" means an Unlimited Extension.

## 2. Payment

- a. Referral payment amount is fifty dollars (\$50) per referral.
- b. Referral payment is only made with respect to a customer that is current in payment after the first 90 days of service.
- c. Payments are in the form of a CompuVoIP Master Gift Card.
- d. No payment is made on referrals that lead to fewer than three (3) Qualifying Lines.
- 3. The CompuVoIP Referral Program is valid only for new referrals on new service subscriptions for customers that have not subscribed to any CompuVoIP service within the last year. Individuals or companies previously referred to CompuVoIP, and/or engaged in discussions with CompuVoIP Sales at the time of referral, do not qualify. Offer valid in the U.S. only and cannot be combined with any other offers. The Referee cannot be an affiliate of an existing customer of CompuVoIP. The Referrer cannot be an owner, employee, or agent of the Referee or any of its affiliates. The Referrer cannot resell CompuVoIP services.
- 4. CompuVoIP may cease to offer the CompuVoIP Referral Program benefits to any Referrer whom CompuVoIP, in its sole discretion, suspects of fraud or abuse or breach of the terms of the Program. CompuVoIP may amend the terms of the CompuVoIP Referral Program, or suspend or terminate the Program, at any time without prior notice.
- 5. Referrer shall conduct itself in a professional manner. Referrer shall not purport to make any representations or commitments to prospective CompuVoIP customers on behalf of CompuVoIP. Referrer shall not make any claims regarding the CompuVoIP services beyond those made by

CompuVoIP in the documentation relating to CompuVoIP services available at www.compuvoip.com.

- 6. WARRANTY. CompuVoIP MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY SERVICES OR PRODUCTS CONTEMPLATED BY THIS AGREEMENT. CompuVoIP DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE AND MERCHANTABILITY.
- 7. The CompuVoIP Referral Program (including these terms and conditions) shall be governed by the laws of the State of New York. The parties consent to the exclusive jurisdiction of courts in Kings County, New York for any disputes arising out of or relating to this Program.