

# Terms & Conditions



These Terms and Conditions of Use (“Terms”) are an agreement between SurePayroll and You and apply to the *SurePayroll Partner To Partner Referral Program* (the “Program”). By enrolling in the Program, You agree to be bound by the Terms, including any modifications as they relate to the Program. If You do not agree to the Terms do not enroll in or use the Program. “You” and “Your” means You, Your company, and Your employees whom You have enrolled as “Users” of the Program, all of whom agree to be bound by the Terms and any other applicable Program terms and guidelines.

- 1. Program.** The Program consists of the ability to make referrals to SurePayroll through the Program in exchange for Credits. You must be enrolled and active in the Program to receive Program Credits.
- 2. Eligibility.** You must be a SurePayroll Partner Reseller who has enrolled in the Program as set forth below to be eligible for the Program. You are not eligible for the Program if You are an internal SurePayroll employee, enrolled in any other referral or partnership program with SurePayroll or a SurePayroll Bank partner or a customer of a SurePayroll Bank partner.
- 3. Enrollment.** To enroll and/or be active in the Program You must complete the referral form and click the “I accept” box located within the referral form (<https://partners.surepayroll.com/accountants/reseller-to-reseller-referral/>).
- 4. Program Term.** Your Program Term commences on the date You enroll and become active in the Program and expires **May 31, 2024**. (“Program Term”). These Terms shall apply for so long as You are enrolled in the Program.
- 5. Qualified Referral.** You will be able to submit referrals in the Program in exchange for rewards/credits as defined below (“Credits”) up to the maximum Credits allowed during a Program Term. Once You earn the maximum Credits during a Program Term You will not be eligible to earn additional Credits until Your next Program Term begins. Qualified Referrals do not carry-over into a new Program Term. Your first date for submitting referrals will begin on the date You are enrolled and active in the Program. Only Qualified Referrals may earn Credits. A Qualified Referral meets the following criteria.
  - a.** Complete all required fields on the referral form and submit the referral form through <https://partners.surepayroll.com/accountants/re-seller-to-reseller-referral/> or manually add a referral to the Program by working with Your SurePayroll sales representative. Your referral must be received and processed before the Prospect runs their first payroll. All required fields must be completed on the referral form.
  - b.** All submitted referrals must be received during the Program Term.
  - c.** The referral must complete the SurePayroll for Accountants Agreement, complete the enrollment process and process payroll for five (5) of their clients by **April 1, 2024**.
  - d.** Your referral must remain an active customer for forty-five (45) days.
  - e.** Your referral cannot be (i) a current SurePayroll customer; (ii) a prospective SurePayroll customer during the one hundred twenty (120) days immediately before the referral; (iii) a prior customer of SurePayroll that received SurePayroll payroll services within the thirty (30) days before the referral; or (iv) an affiliate of the referring customer. An affiliate of a customer is an entity owning, owned by, or under common ownership with such referring customer.
- 6. Credits.** For each Qualified Referral You make during the Program term you will receive one thousand dollars, no cents (\$1,000.00). The Credit earned may take up to 30 days to be awarded. If SurePayroll requires You to complete a W-9 Form, the Credit may take up to 30 days after the completed Form is submitted to SurePayroll to be awarded. There is no limit to either the number of Qualified Referrals or Credits You may receive.
- 7. Marketing Activities and Trademark Usage Guidelines.** You can promote SurePayroll to your network (“Prospects”) as follows:
  - a. Marketing Assets.** SurePayroll will provide You with Marketing Assets on the Program portal to use to market and promote SurePayroll services to your network (“Prospects”). Marketing Assets may include, but not limited to: A personalized sharable URL, a precomposed email for You to email to your Prospects, and precomposed social media posts. Any materials You plan to use relating to the Program, the Terms, or which identify SurePayroll or the services which have not been supplied by SurePayroll, must be reviewed and approved in writing by SurePayroll before being used. You shall be solely responsible for the cost of Your marketing and promotional activities related to the Program.
  - b. Use of #Sponsored and Disclosure of Incentive.** Each social media post must include #sponsored in accordance with FTC guidelines and to openly disclose You are receiving an incentive. If you fail to include required disclosures SurePayroll may disqualify you from the Program and forfeit any credits.
  - c. Modification of Marketing Assets.** You may not modify any Marketing Assets in whole or part, without SurePayroll prior written permission. You may re-format Marketing Assets, without any modification or alteration of the substantive content provided that all SurePayroll copyright and other intellectual property rights are acknowledged.
  - d. Use of Your Name or Trademark.** SurePayroll agrees that it will not, without Your prior written consent, use Your name or trademark, or represent, directly or indirectly that You have approved or endorsed any product, or any Services provided by SurePayroll.

8. **Ownership/License.** The Program, and related software and systems, is the licensed and/or owned property, and embodies the proprietary trade secret technology, of SurePayroll and/or its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws. SurePayroll grants You a non-exclusive, non-transferable license to use the Program to access Your account. SurePayroll may terminate or suspend Your access to the Program (in whole or in part) at any time, with or without notice, if SurePayroll has reason to believe that You have violated these Terms or are otherwise using the Program in an inappropriate manner. The right to use the Program and access the services provided by the Program is granted only to enrollees of the Program for the sole purpose of utilizing the Program and this limited license terminates when You or SurePayroll terminates the Program and/or these Terms.
9. **Indemnity Obligations.** You agree to indemnify, defend, and hold harmless SurePayroll from and against all claims, damages, costs, and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement) arising out of or related to any use by You of the SurePayroll Marks or Program.
10. **Confidentiality.** You and SurePayroll will treat all information provided to it by the other as confidential with the same degree of care and confidentiality that it provides for its own confidential information; provided that any information provided by a referral to SurePayroll shall not be covered by this Agreement even if identical information was provided to SurePayroll by You.
11. **Use of Program/Compliance with Laws.** You will use the Program as described in these Terms and any Terms on the Program website. You may not use the Program for any other purpose or interfere with or disrupt Program servers, databases or any network connected to them, or use the Program to violate any law, statute or regulation; or conduct any other illegal activity, or to harvest or otherwise collect information submitted by third parties, including email addresses, without the express consent of such third parties. SurePayroll does not guarantee against any loss or alteration to Your data. You confirm that all information provided by You is accurate and complete and SurePayroll shall have no liability for any errors or inaccuracies in the Program based upon information provided by You or the person accepting these Terms on Your behalf. You will be responsible for Your compliance with all laws and governmental regulations affecting Your business and for any use You may make of the Program. You agree to pay any applicable taxes levied or based on any payments or redemption of Credits You receive and to comply with any professional rules regarding use of the Program or Credits awarded thereunder.
12. **Account Security.** You are solely responsible for (i) designating all users who are authorized to have access to the Account ("User(s)"); (ii) setting and enforcing Your internal policies related to use of Account by any User; (iii) safeguarding all passwords, usernames, logins or other security features used to access the Account ("Account Access"); (iv) use of the Account under any usernames, logins or passwords; (v) ensuring that use of the Account complies fully with the provisions of the Terms; and (vi) any unauthorized access, or use, of the Account caused by Users' actions or inactions, including, without limitation, its failure to safeguard Account or Account Access. You agree to immediately notify SurePayroll of any actual or suspected unauthorized use of Your Account and acknowledges that You are solely responsible for damages resulting from any unauthorized use or Your failure to timely notify SurePayroll. SurePayroll reserves the right to limit, suspend, or terminate Your and/or a User's access to the Account should SurePayroll have reason to believe that the security or confidentiality of the Account or Account Access has been compromised.
13. **Disclaimer of Warranties/Limitations of Liability.** SUREPAYROLL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SUREPAYROLL MARKS OR THE PROGRAM, FOR ANY PURPOSE. SUREPAYROLL WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSSES ARISING OUT OF OR OTHERWISE RELATED TO YOUR USE OF THE PROGRAM, INCLUDING WITHOUT LIMITATION YOUR USE OF MARKETING MATERIALS. SUREPAYROLL WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION THAT YOU MAY INCUR OR EXPERIENCE IN CONNECTION WITH THESE TERMS, YOUR USE OF THE SUREPAYROLL MARKS OR THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **General.** Except as otherwise expressly set forth herein, the Terms supersede any prior agreements on the same subject matter and will govern Your participation in the Program. You agree that the Terms may be modified by SurePayroll from time to time at any time by updating the Terms on the Program website and you are responsible for any updates posted on the Program website or sent to You by SurePayroll. The failure by You or SurePayroll at any time to enforce any right or remedy available to it under these terms and conditions with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. The Terms are governed by the laws of the State of New York without giving effect to its conflict of law provisions. You and SurePayroll agree that each is acting independently of the other that You are not joint venturers, and that neither is an agent of the other. All notices, made under or in connection with these terms and conditions, shall be in writing and shall be deemed to have been given three (3) days after mailed in any general or branch United States post office, enclosed in a registered or certified post-paid envelope, if to SurePayroll addressed to: SurePayroll, Attention: Manager, SurePayroll Referral Program 2700 Patriot Blvd., Glenview, IL 60025, The Terms shall not be assigned by You without SurePayroll prior written consent and any attempted assignment without such consent shall be void. Nothing contained in the Terms is intended to create third-party beneficiaries of or under the Terms.
15. **These Terms.** You should print a copy of the Terms for your records. To request a hard copy of the Terms please ask your SurePayroll sales representative or mail you request to SurePayroll, Attention: Manager, SurePayroll Referral Program 2700 Patriot Blvd., Glenview, IL 60025 to request a hard copy.

By clicking the "Accept" box, You acknowledge that You have read, are authorized to sign and agree to and accept, the Terms.