

Podium Referral Program Terms (U.S.)

These Podium U.S. Referral Program Terms (these "U.S. Terms") govern your participation in the Podium U.S. Referral Program, as more fully described below (the "U.S. Referral Program"), as a Podium Client, Friend of Podium, Employee, or Referred Client. These U.S. Terms do not apply to Podium Partners participating in a referral program through the Partner.io platform or under a Podium Partner Agreement; such partners are governed by the applicable Podium Partner.io Terms and the Podium Partner Program Terms. By submitting a Referral or otherwise participating in the U.S. Referral Program, you agree to these Terms, which are an agreement between you and Podium Corporation, Inc., a Delaware corporation ("Podium") and which are incorporated by this reference into the [Podium Terms of Service](#). Podium reserves the right to amend the U.S. Terms and modify (including terminating) the U.S. Referral Program from time to time at its discretion. Any capitalized terms not defined herein will have the definition given in the Podium Terms of Service and any other terms and conditions referenced therein.

You will not have the authority, expressed or implied, to make any commitment or incur any obligation(s) on behalf of Podium other than those expressly set forth in these U.S. Terms.

Definitions

1. **"Podium Client"** means any business with a current paid Podium Inbox or Bundle Subscription.
2. **"Referral"** means a business entity referred to Podium by a Friend of Podium or Client Referrer directly (or through the assistance of an Employee Referrer) as a prospective Podium Client in accordance with the processes set forth in these U.S. Terms.
3. **"Participant"** means any Client Referrer, Employee Referrer, Friend of Podium, or Referred Client that participates in the U.S. Referral Program.
4. **"Qualified Referral"** means a Referral that meets the eligibility requirements set forth in these U.S. Terms and is accepted by Podium through the Referral Portal or which uses a valid referral code to purchase a Podium Inbox or Bundle Subscription. A "Qualified Referral" may not be an individual person.
5. **"Referred Client"** means a Qualified Referral that purchases a paid Podium Inbox or Bundle Subscription (as more fully described at <https://www.podium.com/pricing/>) and maintains that subscription for at least two (2) months.
6. **"Client Referrer"** means a Podium Client (including its Authorized Users) that meets the eligibility requirements set forth in these U.S. Terms and which submits a Referral to Podium in accordance with these U.S. Terms.
7. **"Friend(s) of Podium"** means an individual or business (other than a Podium Client or Podium Employee) that meets the eligibility requirements set forth in these U.S. Terms and which submits a Referral to Podium in accordance with these U.S. Terms.

Referral Submission Program Overview

The U.S. Referral Program is offered by Podium and, subject to these U.S. Terms, provides Participants the opportunity to receive certain bonuses (as more fully defined below) (collectively "Bonuses") as part of their participation in the U.S. Referral Program. These U.S. Terms apply to all Participants, including eligible Client Referrers, Employee Referrers, Friends of Podium, and Referred Clients, so please read carefully to understand your respective rights and obligations. The U.S. Referral Program is available to Participants located in the United States only.

[Client Referral & Friends of Podium Referral Bonus](#). Subject to these U.S. Terms, including any applicable eligibility requirements, Client Referrers may receive a one-time bonus ("Client Referral Bonus") in the amount set forth in the Bonus Table below ("Bonus Table") for each Qualified Referral they submit and which becomes a Referred Client. In addition to the other eligibility requirements

set forth below, in order to be considered a Qualified Referral, Client Referrers must submit/register each Referral by one of the following methods:

- (1) By submitting all necessary Referral information into the Referral landing page ("Referral Portal") provided by Podium; or
- (2) By providing the Referral with the Client Referrer's or the Friend of Podium referrer's (as applicable) unique Podium referral link ("Referral Link"), which the Referral must use when purchasing the Podium Subscription.

The Client Referral bonus or Friend of Podium Referral Bonus will be sent to the applicable party only after the Referred Client has been a Podium Client for two (2) months. These limits are set and may be adjusted at Podium's sole discretion.

As a Client Referrer or Friend of Podium, if your combined annual Bonuses total \$600.00 USD or more, you must complete and submit a W-9 Tax Form to Podium. You are solely responsible for all taxes arising from Bonuses received. You are not entitled to any employee benefits, workers' compensation, or unemployment insurance from Podium. Additionally, as a Client Referrer or Friend of Podium, you understand and agree that the relationship between you and Podium is that of independent contractors. Nothing in these U.S. Terms will be deemed to create an employment, partnership, joint venture or agency relationship between you and Podium.

Employee Referral Bonus. Subject to these U.S. Terms, including any eligibility requirements, Employee Referrers may receive a one-time bonus ("Employee Referral Bonus") in the amount set forth in the Bonus Table below for each Referred Client they help refer to Podium by either:

- (1) Submitting required Referral information, on behalf of a Podium Client, through the Podium Employee Referral landing page ("Employee Landing Page"); or
- (2) assisting a Podium Client in generating its custom Referral Link through the Employee Landing Page, which is then used by a Qualified Referral to purchase its Podium Inbox or Bundle Subscription.

The Employee Referrer Bonus payout will be processed by Podium's internal finance team after the applicable Referred Client has maintained a paid Podium Inbox or Bundle Subscription for at least two (2) months. The Employee Referrer Bonus will be subject to any applicable taxes.

Referred Client Bonus. Following a confirmed purchase of a new Podium Platform/Inbox subscription lasting at least two (2) months, a Referred Client may also be eligible to receive a one-time Referred Client Bonus ("Referred Client Bonus"), as more clearly set forth in the Bonus Table below. This Referred Client Bonus will be sent to the Referred Client business entity by email, using the primary contact listed on the applicable Podium Client account. Each Referred Client is solely responsible for ensuring that the contact information on its account is correct and up to date.

Referral Program Eligibility:

1. To be eligible for participation in the Referral Program, Client Referrers must agree to and comply with the following eligibility criteria. Client Referrer must be:

1. a current Podium Client;
2. current on owed accounts to Podium and must not be in breach of any of Podium's Terms of Service; and
3. located in the U.S.

2. To be eligible for participation in the U.S. Referral Program, Friends of Podium must agree to and comply with the following eligibility criteria. A Friend of Podium must:

1. comply with the U.S. Terms;
2. be located in the U.S.; and
3. not be a Podium Client or Podium Employee

3. To be eligible for participation in the U.S. Referral Program, Employee Referrers must agree to and comply with the following eligibility criteria. Employee Referrer must:

1. be currently employed by Podium;
2. comply with the U.S. Terms; and
3. be located in the U.S.

4. The following are not eligible for the U.S. Referral Program as Participants:

1. Podium Partners, including Reseller Partners, Referral Partners, Partners on the Partner.io platform, Developer Partners, Technology Partners, or Managed Service Provider Partners;
2. Owners, operators, decision makers or employees of a business may not refer their own businesses as Referrals.
3. Podium Clients, businesses, or individuals located outside the US.

Qualified Referral Eligibility & Process

Client Referrers and Friends of Podium must (1) register each Referral via the Referral Portal OR (2) utilize a valid custom Referral Link, as provided by Podium, in order for any Referrals submitted to Podium to be considered a Qualified Referral. Each Referral submitted through the Referral Portal must include, at a minimum, the information required in the form, or as otherwise specified by Podium, including but not limited to name and contact details, which must be accurate and completed in full in order for the Referral to be accepted. By submitting a Referral, Client Referrers and Friends of Podium understand and agree that Podium may contact the referred party.

Additionally, to be considered a Qualified Referral for an Employee Referrer, a Referral must (1) be registered by the Employee, on behalf of a Podium Client, via the Employee Landing Page, OR (2) be processed using a valid Podium Client Referral Link, which the Employee Referrer assisted in generating via the Employee Landing Page.

1. Refusal. Podium may decline a Referral submission for any reason, including but not limited to the following:

1.1. Such Referral is

1.1.1. a current Podium Client;

1.1.2. a former Podium Client;

1.1.3. a former or current Partner of Podium;

1.1.4. owned directly or indirectly by the Client Referrer or the Friend of Podium referring that business;

1.1.5. an active Podium sales opportunity (or appointment) with contact in the past 30 days; or

1.2. Such Referral has already been submitted to Podium by a Partner, another referrer, another Podium Client or strategic partnership arrangement or other Podium program (though Podium may, in its sole discretion, accept the same Referral from multiple Podium Clients or Friends of Podium);

1.3. Such Referral does not meet Podium's qualification for its clients for reasons of credit worthiness, type of business, validity of business, or location;

1.4. Such referral is identified as a Podium competitor or Reseller Partner.

Participant's Code of Conduct

Participants must not violate any of these U.S. Terms, or otherwise engage in activity that could be considered harassment toward other users. Participants agree to not use the Program to:

1. Violate the intellectual property rights of Podium or any other third party;

2. Engage in any actions that are designed to disrupt or undermine the U.S. Referral Program;
3. Make attempts to gain unauthorized access to Podium Technology or the U.S. Referral Program for any reason;
4. Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy Podium intellectual property or stop the function of the Podium Services;
5. Engage in behavior designed to annoy or harass others;
6. Engage in actions that disparage or malign or call into question Podium's reputation;
7. Refer entities or individuals prohibited by Podium's [Terms of Service](#) or [Acceptable Use Policy](#);
8. Engage in spam or violate the law. You agree that you will at all times remain compliant with all applicable Laws. If you use Podium's Platform or tools to invite friends, family, or others to become users/clients of Podium, you will do so only in compliance with applicable Laws, these U.S. Terms, and the Podium Terms of Service. In particular, you represent and warrant that you will only send a text or email invitation to individuals who have provided you the necessary consent to receive such texts and or emails. In particular, the following specific activities are prohibited:
 - 8.1. Mass emailing and messaging people you do not personally know;
 - 8.2. Use of automated systems or bots through any channel to distribute or post your referral code;
 - 8.3. Use of scripts, or similar programmed dialers to send invites or to communicate referral codes; and
 - 8.4. Posting referral codes on event or venue pages without express permission from the event or venue owner.
9. Engage in misrepresentation. You will not attempt to mislead anyone in connection with the Referral Program, either by affirmative representation, implication, or omission. In particular, you agree that you will not:
 - 9.1. Impersonate any person or entity;
 - 9.2. Create fake accounts, blogs, webpages, profiles, websites, links, or messages;
 - 9.3. Misrepresent your relationship with Podium or any other third party (Don't create content or communications that could have the effect of leading a consumer to believe that it is an official communication from Podium);
 - 9.4. Suggest that an affiliation or partnership exists with a third party where none exists.
 - 9.5. Make misrepresentations with respect to the characteristics or qualification requirements for any Bonus(es). You acknowledge that Podium may change the characteristics or qualification requirements for any Bonus(es) in its discretion, and therefore you shall not represent any fixed characteristics.

Indemnification.

By participating in the U.S. Referral Program, you agree to indemnify, defend, and hold harmless Podium and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the "Podium Entities") from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (a) any failure by you to comply with these U.S. Terms or any applicable laws, rules, and regulations during your participation in the U.S. Referral Program, (b) any violation or claimed violation of a third party's rights resulting from your participation in the U.S. Referral Program; or (c) any negligence or willful misconduct arising out of your participation in the U.S. Referral Program.

Bonus Table

<u>Bonus Type</u>	<u>Bonus Amount</u>	<u>Bonus Timing</u>	<u>Bonus Limits</u>
Client Referral Bonus	e-Gift Card in the amount of \$500.00 USD per Referred Client	\$500.00 Bonus will be provided after the applicable Referred Client has completed the first two (2)	NA

		months of its qualifying paid Podium Services subscription.	
Friend Referral Bonus	e-Gift Card in the amount of \$500.00 USD per Referred Client	\$500.00 Bonus will be provided after the applicable Referred Client has completed the first two (2) months of its qualifying paid Podium Services Subscription.	NA
Employee Referral Bonus	\$500.00 USD per Referred Client	Bonus will be provided after the applicable Referred Client has completed the first two (2) months of its qualifying paid Podium Services subscription.	NA
Referred Client Bonus	e-Gift Card in the amount of \$500.00 USD per Referred Client	Bonus will be provided to Podium Client business after the Referred Client has completed the first two (2) months of its qualifying paid Podium Services	Limited to one (1) bonus per Referred Client.

Podium Referral Program Terms (AUS)

These Podium Australia Referral Program Terms (these "**AUS Terms**") govern your participation in the Podium Australia Referral Program, as more fully described below (the "**AUS Referral Program**"), as a Podium Client, Friend of Podium, Employee, or Referred Client. These AUS Terms do not apply to Podium Partners participating in a referral program through the Partner.io platform or under a Podium Partner Agreement; such partners are governed by the applicable Podium Partner.io Terms and the Podium Partner Program Terms. By submitting a Referral or otherwise participating in the AUS Referral Program, you agree to these AUS Terms, which are an agreement between you and Podium Corporation, Inc., a Delaware corporation ("Podium") and which are incorporated by this reference into the Podium Terms of Service. Podium reserves the right to amend the AUS Terms and modify (including terminating) the AUS Referral Program from time to time at its discretion. Any capitalized terms not defined herein will have the definition given in the Podium Terms of Service and any other terms and conditions referenced therein. You will not have the authority, expressed or implied, to make any commitment or incur any obligation(s) on behalf of Podium other than those expressly set forth in these AUS Terms.

Definitions

1. "**Podium Client**" means any business with a current paid Podium Inbox or Bundle Subscription.

2. **"Referral"** means a business entity referred to Podium by a Friend of Podium or Client Referrer directly (or through the assistance of an Employee Referrer) as a prospective Podium Client in accordance with the processes set forth in these AUS Terms.
3. **"Participant"** means any Client Referrer, Employee Referrer, Friend of Podium, or Referred Client that participates in the AUS Referral Program.
4. **"Qualified Referral"** means a Referral that meets the eligibility requirements set forth in these AUS Terms and is accepted by Podium through the Referral Portal or which uses a valid referral code to purchase a Podium Inbox or Bundle Subscription. A "Qualified Referral" may not be an individual person.
5. **"Referred Client"** means a Qualified Referral that purchases a paid Podium Inbox or Bundle Subscription (as more fully described at <https://www.podium.com/pricing/>) and maintains that subscription for at least two (2) months.
6. **"Client Referrer"** means a Podium Client (including its Authorized Users) that meets the eligibility requirements set forth in these AUS Terms and which submits a Referral to Podium in accordance with these AUS Terms.
7. **"Friend(s) of Podium"** means an individual or business (other than a Podium Client or Podium Employee) that meets the eligibility requirements set forth in these AUS Terms and which submits a Referral to Podium in accordance with these AUS Terms.

Referral Submission Program Overview

The AUS Referral Program is offered by Podium and, subject to these AUS Terms, provides Participants the opportunity to receive certain bonuses (as more fully defined below) (collectively "Bonuses") as part of their participation in the AUS Referral Program. These AUS Terms apply to all Participants, including eligible Client Referrers, Employee Referrers, and Friends of Podium, so please read carefully to understand your respective rights and obligations. The AUS Referral Program is available to Participants located in Australia only.

Client Referral & Friends of Podium Referral Bonus. Subject to these AUS Terms, including any applicable eligibility requirements, Client Referrers may receive a one-time bonus ("Client Referral Bonus") in the amount set forth in the Bonus Table below ("Bonus Table") for each Qualified Referral they submit and which becomes a Referred Client. In addition to the other eligibility requirements set forth below, in order to be considered a Qualified Referral, Client Referrers must submit/register each Referral by one of the following methods:

- (1) By submitting all necessary Referral information into the Referral landing page ("Referral Portal") provided by Podium; or
- (2) By providing the Referral with the Client Referrer's or the Friend of Podium referrer's unique Podium referral link ("Referral Link"), which the Referral must use when purchasing the Podium Subscription.

The Client Referral bonus or Friend of Podium Referral Bonus will be sent to the applicable party only after the Referred Client has been a Podium Client for two (2) months.

As a Client Referrer or Friend of Podium, you understand that you will be responsible for any taxes that become applicable due to your participation in the AUS Referral Program. Additionally, as a Client Referrer or Friend of Podium, you understand and agree that the relationship between you and Podium is that of independent contractors. Nothing in these AUS Terms will be deemed to create an employment, partnership, joint venture or agency relationship between you and Podium.

Employee Referral Bonus. Subject to these AUS Terms, including any eligibility requirements, Employee Referrers may receive a one-time bonus ("Employee Referral Bonus") in the amount set forth in the Bonus Table below for each Referred Client they help refer to Podium by either:

- (1) Submitting required Referral information, on behalf of a Podium Client, through the Podium Employee Referral landing page ("Employee Landing Page"); or
- (2) assisting a Podium Client in generating its custom Referral Link through the Employee Landing Page, which is then used by a Qualified Referral to purchase its Podium Inbox or Bundle Subscription.

The Employee Referrer Bonus payout will be processed by Podium's internal finance team after the applicable Referred Client has maintained a paid Podium Inbox or Bundle Subscription for at least two (2) months. The Employee Referrer Bonus will be subject to any applicable taxes.

Referred Client Bonus

Following a confirmed purchase of a new Podium Platform/Inbox subscription lasting at least two (2) months, a Referred Client may also be eligible to receive a one-time Referred Client Bonus ("Referred Client Bonus"), as more clearly set forth in the Bonus Table below. This Referred Client Bonus will be sent to the Referred Client business entity by email, using the primary contact listed on the applicable Podium Client account. Each Referred Client is solely responsible for ensuring that the contact information on its account is correct and up to date.

Referral Program Eligibility

1. To be eligible for participation in the AUS Referral Program, Client Referrers must agree to and comply with the following eligibility criteria. Client Referrer must be:

1. a current Podium Client;
2. current on owed accounts to Podium and must not be in breach of any of Podium's Terms of Service; and
3. located in Australia.

2. To be eligible for participation in the AUS Referral Program, Friends of Podium must agree to and comply with the following eligibility criteria. A Friend of Podium must:

1. comply with the AUS Terms;
2. be located in Australia; and
3. not be a Podium Client or Podium Employee.

3. To be eligible for participation in the AUS Referral Program, Employee Referrers must agree to and comply with the following eligibility criteria. Employee Referrer must:

1. be currently employed by Podium
2. comply with the AUS Terms; and
3. be located in Australia.

4. The following are not eligible for the AUS Referral Program as Participants:

1. Podium Partners, including Reseller, Referral, Partner.io, Developer, Technology, or Managed Service Provider Partners;
2. Owners, operators, decision makers or employees of a business may not refer their own businesses as Referrals.
3. Podium Clients, businesses, or individuals located outside of Australia.

Qualified Referral Eligibility & Process

Client Referrers and Friends of Podium must (1) register each Referral via the Referral Portal OR (2) utilize a valid custom Referral Link, as provided by Podium, in order for any Referrals submitted to Podium to be considered a Qualified Referral. Each Referral submitted through the Referral Portal must include, at a minimum, the information required in the form, or as otherwise specified by Podium, including but not limited to name and contact details, which must be accurate and completed in full in order for the Referral to be accepted. By submitting a Referral, Client Referrers and Friends of Podium understand and agree that Podium may contact the referred party.

Additionally, to be considered a Qualified Referral for an Employee Referrer, a Referral must (1) be registered by the Employee, on behalf of a Podium Client, via the Employee Landing Page, OR (2) be processed using a valid Podium Client Referral Link, which the Employee Referrer assisted in generating via the Employee Landing Page.

1. Refusal. Podium may decline a Referral submission for any reason, including but not limited to the following:

1.1. Such Referral is

1.1.1. a current Podium Client;

1.1.2. a former Podium Client;

1.1.3. a former or current Partner of Podium;

1.1.4. owned directly or indirectly by the Client Referrer or Friend of Podium referring that business;

1.1.5. an active Podium sales opportunity with contact in the past 30 days; or

1.2. Such Referral has already been submitted to Podium by a Partner, another referrer, another Podium Client or strategic partnership arrangement or other Podium program (though Podium may, in its sole discretion, accept the same Referral from multiple Podium Clients or Friends of Podium);

1.3. Such Referral does not meet Podium's qualification for its clients for reasons of credit worthiness, type of business, validity, of business, or location;

1.4. Such Referral is identified as a Podium competitor or Reseller Partner.

Participant's Code of Conduct

Participants must not violate any of these AUS Terms, or otherwise engage in activity that could be considered harassment toward other users. Participants agree to not use the Program to:

1. Violate the intellectual property rights of Podium or any other third party;

2. Engage in any actions that are designed to disrupt or undermine the AUS Referral Program.

3. Make attempts to gain unauthorized access to Podium Technology or the AUS Referral Program for any reason;

4. Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy Podium intellectual property or stop the function of the Podium Services;

5. Engage in behavior designed to annoy or harass others;

6. Engage in actions that disparage or malign or call into question Podium's reputation;

7. Refer entities or individuals prohibited by Podium's [Terms of Service](#) or [Acceptable Use Policy](#)

8. Engage in spam or violate the law. You agree that you will at all times remain compliant with all applicable Laws, including the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)), the Privacy Act 1988 (Cth), and the Spam Act 2003 (Cth). If you use Podium's Platform or tools to invite friends, family, or others to become users/clients of Podium, you will do so only in compliance with applicable Laws, these AUS Terms, and the Podium Terms of Service. In particular, you represent and warrant that you will only send a text or email invitation to individuals who have provided you the necessary consent to receive such texts and or emails.

In particular, the following specific activities are prohibited:

8.1. Mass emailing and messaging people you do not personally know;

8.2. Use of automated systems or bots through any channel to distribute or post your referral code;

8.3. Use of scripts, or similar programmed dialers to send invites or to communicate referral codes; and

8.4. Posting referral codes on event or venue pages without express permission from the event or venue owner

9. Engage in misrepresentation. You will not attempt to mislead anyone in connection with the AUS Referral Program, either by affirmative representation, implication, or omission. In particular, you agree that you will not:

9.1. Impersonate any person or entity;

9.2. Create fake accounts, blogs, webpages, profiles, websites, links, or messages;

9.3. Misrepresent your relationship with Podium or any other third party (Don't create content or communications that could have the effect of leading a consumer to believe that it is an official communication from Podium);

9.4. Suggest that an affiliation or partnership exists with a third party where none exists.

9.5. Make misrepresentations with respect to the characteristics or qualification requirements for any Bonus(s). You acknowledge that Podium may change the characteristics or qualification requirements for any Bonus(es) in its discretion, and therefore you shall not represent any fixed characteristics.

Indemnification

By participating in the AUS Referral Program, you agree to indemnify, defend, and hold harmless Podium and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the "Podium Entities") from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (a) any failure by you to comply with these Terms or any applicable laws, rules, and regulations during your participation in the AUS Referral Program, (b) any violation or claimed violation of a third party's rights resulting from your participation in the AUS Referral Program; or (c) any negligence or willful misconduct arising out of your participation in the AUS Referral Program.

Bonus Table

<u>Bonus Type</u>	<u>Bonus Amount</u>	<u>Bonus Timing</u>	<u>Bonus Limits</u>
Client Referral Bonus	e-Gift Card in the amount of \$500.00 AUD per Referred Client	\$500.00 Bonus will be provided after the applicable Referred Client has completed the first two (2) months of its qualifying paid Podium Services subscription	NA
Friend Referral Bonus	e-Gift Card in the amount of \$500.00 AUD per Referred Client	\$500.00 Bonus will be provided after the applicable Referred Client has completed the first two (2) months of its qualifying paid Podium Services subscription	NA
Employee Referral Bonus	\$500.00 AUD per Referred Client	Bonus will be provided after the applicable Referred Client has completed the first two (2) months of its qualifying	NA

Podium Referral Program Terms (Canada)

These Podium Canada Referral Program Terms (these “**CAN Terms**”) govern your participation in the Podium CAN Referral Program, as more fully described below (the “**CAN Referral Program**”), as a Podium Client, Friend of Podium, Employee, or Referred Client. These CAN Terms do not apply to Podium Partners participating in a referral program through the Partner.io platform or under a Podium Partner Agreement; such partners are governed by the applicable Podium Partner.io Terms and the Podium Partner Program Terms. By submitting a Referral or otherwise participating in the CAN Referral Program, you agree to these Terms, which are an agreement between you and Podium Corporation, Inc., a Delaware corporation (“Podium”) and which are incorporated by this reference into the [Podium Terms of Service](#). Podium reserves the right to amend the CAN Terms and modify (including terminating) the CAN Referral Program from time to time at its discretion. Any capitalized terms not defined herein will have the definition given in the Podium Terms of Service and any other terms and conditions referenced therein.

You will not have the authority, expressed or implied, to make any commitment or incur any obligation(s) on behalf of Podium other than those expressly set forth in these CAN Terms.

Definitions

1. "**Podium Client**" means any business with a current paid Podium Inbox or Bundle Subscription.
2. "**Referral**" means a business entity referred to Podium by a Friend of Podium or Client Referrer directly (or through the assistance of an Employee Referrer) as a prospective Podium Client in accordance with the processes set forth in these CAN Terms.
3. "**Participant**" means any Client Referrer, Employee Referrer, Friend of Podium, or Referred Client that participates in the CAN Referral Program.
4. "**Qualified Referral**" means a Referral that meets the eligibility requirements set forth in these CAN Terms and is accepted by Podium through the Referral Portal or which uses a valid referral code to purchase a Podium Inbox or Bundle Subscription. A "Qualified Referral" may not be an individual person.
5. "**Referred Client**" means a Qualified Referral that purchases a paid Podium Inbox or Bundle Subscription (as more fully described at <https://www.podium.com/pricing/>) and maintains that subscription for at least two (2) months.
6. "**Client Referrer**" means a Podium Client (including its Authorized Users) that meets the eligibility requirements set forth in these CAN Terms and which submits a Referral to Podium in accordance with these CAN Terms.
7. "**Friend(s) of Podium**" means an individual or business (other than a Podium Client or Podium Employee) that meets the eligibility requirements set forth in these CAN Terms and which submits a Referral to Podium in accordance with these CAN Terms.

Referral Submission Program Overview

The CAN Referral Program is offered by Podium and, subject to these CAN Terms, provides Participants the opportunity to receive certain bonuses (as more fully defined below) (collectively “Bonuses”) as part of their participation in the CAN Referral Program. These

CAN Terms apply to all Participants, including eligible Client Referrers, Employee Referrers, Friends of Podium, and Referred Clients, so please read carefully to understand your respective rights and obligations. The CAN Referral Program is available to Participants located in the Canada only.

Client Referral & Friends of Podium Referral Bonus. Subject to these CAN Terms, including any applicable eligibility requirements, Client Referrers may receive a one-time bonus ("Client Referral Bonus") in the amount set forth in the Bonus Table below ("Bonus Table") for each Qualified Referral they submit and which becomes a Referred Client. In addition to the other eligibility requirements set forth below, in order to be considered a Qualified Referral, Client Referrers must submit/register each Referral by one of the following methods:

1. By submitting all necessary Referral information into the Referral landing page ("Referral Portal") provided by Podium; or
2. By providing the Referral with the Client Referrer's or the Friend of Podium referrer's (as applicable) unique Podium referral link ("Referral Link"), which the Referral must use when purchasing the Podium Subscription.

The Client Referral bonus or Friend of Podium Referral Bonus will be sent to the applicable party only after the Referred Client has been a Podium Client for two (2) months. These limits are set and may be adjusted at Podium's sole discretion.

As a Client Referrer or Friend of Podium, you understand that you are responsible for any applicable Canadian tax obligations arising from your participation in the CAN Referral Program and may be required to provide tax information as requested by Podium. You understand and agree that the relationship between you and Podium is that of independent contractors. Nothing in these CAN Terms will be deemed to create an employment, partnership, joint venture, or agency relationship between you and Podium. Without limiting the foregoing, you acknowledge and agree that: (a) you are solely responsible for all federal and provincial income taxes, Canada Pension Plan ("CPP") or Quebec Pension Plan ("QPP") contributions, Employment Insurance ("EI") premiums, and any other statutory remittances or contributions arising from or related to Bonuses received under these CAN Terms; (b) Podium will not withhold or remit any taxes or contributions on your behalf, and will not issue a T4 slip in connection with any Bonuses paid hereunder; (c) you are not entitled to participate in, or receive benefits under, any Podium employment, health, retirement, insurance, or other benefit plan or program; (d) you are not entitled to workers' compensation coverage, vacation pay, termination pay, or any other entitlement arising under federal or provincial employment standards legislation by reason of your participation in the CAN Referral Program; and (e) if your total taxable supplies exceed \$30,000 CAD over any four consecutive calendar quarters, you may be required to register for, collect, and remit Goods and Services Tax ("GST") or Harmonized Sales Tax ("HST"), as applicable, to the Canada Revenue Agency ("CRA") in connection with your referral activities, and you are solely responsible for determining and fulfilling any such obligations. If required, you agree to provide your Business Number (BN) or Social Insurance Number (SIN) upon request and acknowledge sole responsibility for reporting income and any applicable GST/HST obligations. Nothing in these CAN Terms will be deemed to create an employment, partnership, joint venture or agency relationship between you and Podium.

Employee Referral Bonus. Subject to these CAN Terms, including any eligibility requirements, Employee Referrers may receive a one-time bonus ("Employee Referral Bonus") in the amount set forth in the Bonus Table below for each Referred Client they help refer to Podium by either:

1. Submitting required Referral information, on behalf of a Podium Client, through the Podium Employee Referral landing page ("Employee Landing Page"); or
2. assisting a Podium Client in generating its custom Referral Link through the Employee Landing Page, which is then used by a Qualified Referral to purchase its Podium Inbox or Bundle Subscription.

The Employee Referrer Bonus payout will be processed by Podium's internal finance team after the applicable Referred Client has maintained a paid Podium Inbox or Bundle Subscription for at least two (2) months. The Employee Referrer Bonus will be subject to any applicable taxes.

Referred Client Bonus. Following a confirmed purchase of a new Podium Platform/Inbox subscription lasting at least two (2) months, a Referred Client may also be eligible to receive a one-time Referred Client Bonus ("Referred Client Bonus"), as more clearly set forth in the Bonus Table below. This Referred Client Bonus will be sent to the Referred Client business entity by email, using the primary contact

listed on the applicable Podium Client account. Each Referred Client is solely responsible for ensuring that the contact information on its account is correct and up to date.

Referral Program Eligibility:

1. To be eligible for participation in the Referral Program, Client Referrers must agree to and comply with the following eligibility criteria. Client Referrer must be:

1. a current Podium Client;
2. current on owed accounts to Podium and must not be in breach of any of Podium's Terms of Service; and
3. located in Canada.

2. To be eligible for participation in the CAN Referral Program, Friends of Podium must agree to and comply with the following eligibility criteria. A Friend of Podium must:

1. comply with the CAN Terms;
2. be located in Canada; and
3. not be a Podium Client or Podium Employee

3. To be eligible for participation in the CAN Referral Program, Employee Referrers must agree to and comply with the following eligibility criteria. Employee Referrer must:

1. be currently employed by Podium;
2. comply with the CAN Terms; and
3. be located in the CAN.

4. The following are not eligible for the CAN Referral Program as Participants:

1. Podium Partners, including Reseller Partners, Referral Partners, Partners on the Partner.io platform, Developer, Technology, or Managed Service Provider Partners;
2. Owners, operators, decision makers or employees of a business may not refer their own businesses as Referrals.
3. Podium Clients, businesses, or individuals located outside Canada.

Qualified Referral Eligibility & Process

Client Referrers and Friends of Podium must (1) register each Referral via the Referral Portal OR (2) utilize a valid custom Referral Link, as provided by Podium, in order for any Referrals submitted to Podium to be considered a Qualified Referral. Each Referral submitted through the Referral Portal must include, at a minimum, the information required in the form, or as otherwise specified by Podium, including but not limited to name and contact details, which must be accurate and completed in full in order for the Referral to be accepted. By submitting a Referral, Client Referrers and Friends of Podium understand and agree that Podium may contact the referred party.

Additionally, to be considered a Qualified Referral for an Employee Referrer, a Referral must (1) be registered by the Employee, on behalf of a Podium Client, via the Employee Landing Page, OR (2) be processed using a valid Podium Client Referral Link, which the Employee Referrer assisted in generating via the Employee Landing Page.

1. Refusal. Podium may decline a Referral submission for any reason, including but not limited to the following:

1.1. Such Referral is

- 1.1.1. a current Podium Client;

- 1.1.2. a former Podium Client;
 - 1.1.3. a former or current Partner of Podium;
 - 1.1.4. owned directly or indirectly by the Client Referrer or the Friend of Podium referring that business;
 - 1.1.5. an active Podium sales opportunity (or appointment) with contact in the past 30 days; or
- 1.2. Such Referral has already been submitted to Podium by a Partner, another referrer, another Podium Client or strategic partnership arrangement or other Podium program (though Podium may, in its sole discretion, accept the same Referral from multiple Podium Clients or Friends of Podium);
- 1.3. Such Referral does not meet Podium's qualification for its clients for reasons of credit worthiness, type of business, validity of business, or location;
- 1.4 Such referral is identified as a Podium competitor or Reseller Partner.

Participant's Code of Conduct

Participants must not violate any of these CAN Terms, or otherwise engage in activity that could be considered harassment toward other users. Participants agree to not use the Program to:

1. Violate the intellectual property rights of Podium or any other third party;
2. Engage in any actions that are designed to disrupt or undermine the CAN Referral Program;
3. Make attempts to gain unauthorized access to Podium Technology or the CAN Referral Program for any reason;
4. Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy Podium intellectual property or stop the function of the Podium Services;
5. Engage in behavior designed to annoy or harass others;
6. Engage in actions that disparage or malign or call into question Podium's reputation;
7. Refer entities or individuals prohibited by Podium's [Terms of Service](#) or [Acceptable Use Policy](#);
8. Engage in spam or violate the law. You agree that you will at all times remain compliant with all applicable Laws. If you use Podium's Platform or tools to invite friends, family, or others to become users/clients of Podium, you will do so only in compliance with applicable Laws, these CAN Terms, and the Podium Terms of Service. Without limiting the foregoing, you must comply with Canada's Anti-Spam Legislation (CASL), including obtaining requisite consent and including required identification and unsubscribe mechanisms in all commercial electronic messages. In particular, you represent and warrant that you will only send a text or email invitation to individuals who have provided you the necessary consent to receive such texts and or emails. In particular, the following specific activities are prohibited:
 - a. Mass emailing and messaging people you do not personally know;
 - b. Use of automated systems or bots through any channel to distribute or post your referral code;
 - c. Use of scripts, or similar programmed dialers to send invites or to communicate referral codes; and
 - d. Posting referral codes on event or venue pages without express permission from the event or venue owner.
9. Engage in misrepresentation. You will not attempt to mislead anyone in connection with the Referral Program, either by affirmative representation, implication, or omission. In particular, you agree that you will not:
 - a. Impersonate any person or entity;

- b. Create fake accounts, blogs, webpages, profiles, websites, links, or messages;
- c. Misrepresent your relationship with Podium or any other third party (Don't create content or communications that could have the effect of leading a consumer to believe that it is an official communication from Podium);
- d. Suggest that an affiliation or partnership exists with a third party where none exists.
- e. Make misrepresentations with respect to the characteristics or qualification requirements for any Bonus(es). You acknowledge that Podium may change the characteristics or qualification requirements for any Bonus(es) in its discretion, and therefore you shall not represent any fixed characteristics.

Indemnification.

By participating in the CAN Referral Program, you agree to indemnify, defend, and hold harmless Podium and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the "Podium Entities") from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (a) any failure by you to comply with these CAN Terms or any applicable laws, rules, and regulations during your participation in the CAN Referral Program, (b) any violation or claimed violation of a third party's rights resulting from your participation in the CAN Referral Program; or (c) any negligence or willful misconduct arising out of your participation in the CAN Referral Program.

Bonus Table

<u>Bonus Type</u>	<u>Bonus Amount</u>	<u>Bonus Timing</u>	<u>Bonus Limits</u>
Client Referral Bonus	e-Gift Card in the amount of \$500.00 CAD per Referred Client	\$500.00 Bonus will be provided after the applicable Referred Client has completed the first two (2) months of its qualifying paid Podium Services subscription.	NA
Friend Referral Bonus	e-Gift Card in the amount of \$500.00 CAD per Referred Client	\$500.00 Bonus will be provided after the applicable Referred Client has completed the first two (2) months of its qualifying paid Podium Services Subscription.	NA

Employee Referral Bonus	\$500.00 CAD per Referred Client	Bonus will be provided after the applicable Referred Client has completed the first two (2) months of its qualifying paid Podium Services subscription.	NA
Referred Client Bonus	e-Gift Card in the amount of \$500.00 CAD per Referred Client	Bonus will be provided to Podium Client business after the Referred Client has completed the first two (2) months of its qualifying paid Podium Services	Limited to one (1) bonus per Referred Client.