

JANITORIAL MANAGER REFERRAL PROGRAM TERMS AND CONDITIONS

1. Definitions

“Janitorial Manager” means Janitorial Manager, LLC.

“Referrer” means the individual or company that provides referral information to Janitorial Manager.

“Janitorial Manager Referral Program” means the program described at <https://janitorialmanager.com/contact-us/referrals>.

2. The Janitorial Manager Referral Program is valid only for the referral of individuals or companies that have not subscribed to any Janitorial Manager service within a year of the date this agreement and do not have existing sales orders, quotes, estimates or proposals in progress with Janitorial Manager (“Referral”). Additionally, only original sales orders resulting in new Janitorial Manager service activation shall be eligible for Janitorial Manager Referral Program payment(s). All Referrals must be approved by Janitorial Manager in its sole reasonable discretion. 3. Misuse of the Janitorial Manager Referral Program may result in the disconnection of Janitorial Manager service and forfeit of any Janitorial Manager Referral Program offer(s).

4. The Janitorial Manager Referral Program is subject to the applicable Janitorial Manager product terms and conditions of service as posted and periodically updated on the Janitorial Manager website at <https://janitorialmanager.com/terms-and-conditions/>. All referrals must be submitted through the website at <https://janitorialmanager.com/contact-us/referrals/>.

5. The Referrer is an independent contractor. Referrer cannot make representations beyond representations located at <http://www.janitorialmanager.com> or as expressly authorized or provided by Janitorial Manager.

6. Any Referral that becomes a customer of Janitorial Manager is a customer of Janitorial Manager, not the Referrer, for the services procured from Janitorial Manager and supplied to customer.

7. Payment for Referrals is made by issuing a check payable to the Referrer. Payment will not occur until the referred customer has activated service and has paid their bill for the first two billing periods. Payment will be forfeited if the referrer’s W-9 is not provided to Janitorial Manager within 60 days of the Referral order date. The total referral payment is \$100 per account.

8. **DISCLAIMER OF WARRANTIES. THE WARRANTY AND ANY LIMITATIONS ON THE WARRANTY ARE SET FORTH IN JANITORIAL MANAGERS’S APPLICABLE TERMS AND CONDITIONS FOR its SERVICE AND PRODUCTS. JANITORIAL MANAGER HEREBY EXPRESSLY DISCLAIMS, RELEASES AND RENOUNCES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES, OBLIGATIONS, REPRESENTATIONS AND LIABILITIES, EXPRESS OR IMPLIED, ARISING IN FACT, LAW, EQUITY, CONTRACT, TORT, UNDER STATUTE, UNDER WARRANTY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY IMPLIED WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE, (C) ANY OBLIGATION, LIABILITY RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, VICARIOUS LIABILITY OR STRICT PRODUCTS LIABILITY OF JANITORIAL MANAGER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, AND (D) ANY OBLIGATION, LIABILITY OR RESPONSIBILITY**

FOR LOSS OF SERVICE OR DAMAGE TO ANY EQUIPMENT OR PART THEREOF, OR ANY SERVICE DELIVERED OR PROVIDED TO CUSTOMERS.

9. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT WILL JANITORIAL MANAGER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS AND CONTRACTORS BE LIABLE FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICE OR OTHERWISE, WHETHER ARISING IN FACT, LAW, EQUITY, CONTRACT, TORT (INCLUDING NEGLIGENCE AS DESCRIBED ABOVE), STRICT LIABILITY, UNDER STATUTE, UNDER WARRANTY OR OTHER THEORY EVEN IF JANITORIAL MANAGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REFERRER EXPRESSLY ACKNOWLEDGES THAT IT IS SUBJECT TO SUCH WARRANTY, WARRANTY LIMITATIONS, AND DISCLAIMERS OF CERTAIN DAMAGES AS IF REFERRER WERE A CUSTOMER OF JANITORIAL MANAGER.

10. These terms and conditions and the Janitorial Manager Referral Program are governed by and construed under the laws of the State of Ohio without regard to any conflict of law principles to the contrary. The parties irrevocably submit to the jurisdiction of the state and federal courts located in Toledo, Ohio with respect to any dispute under these terms and conditions or relating to the Janitorial Manager Referral Program.

Please sign and return your agreement to these Janitorial Manager Referral Program terms and conditions and a completed W-9 to Janitorial Manager, llc, 3139 Republic Blvd N, Toledo, OH 43615 (or email at support@janitorialmanager.com). This agreement becomes effective upon Janitorial Manager's receipt and acceptance of the signed agreement.

Referrer Name: _____

Referrer Signature: _____

Referrer Address: _____

Date: _____