

# SMYLS CHAMPIONS REFERRAL PROGRAM

## 1. Terms and Conditions

The SMYLS Health Inc Champions Referral Program (“Program”) has been created to reward you, our loyal Customers, Friends, Colleagues, and Acquaintances (“you,” “Partner,” “Referrer,” “Participant”) for doing what you would already do – recommending us to your peers who sign on to be a SMYLS Health Inc. customers (“Referred,” “Participant”).

These Program Terms and Conditions are a binding agreement between you and SMYLS Health Inc. and will govern your participation in any and all Program offers. You are not authorized to participate in the Program, if you do not agree to these Program Terms and Conditions in their entirety.

SMYLS Health Inc. reserves the right to modify these Program Terms and Conditions at any time, at its sole discretion, and without notice to you. SMYLS Health Inc. may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. SMYLS Health Inc. also reserves the right to disqualify any customers or prospective customers at any time from participation in the Program.

## 2. How the Program Works

**2.1 Making a Referral.** A Referrer can register a referral by either filling out the referral form at [smyls.ca/champions](https://smyls.ca/champions), or sending an introduction email to the referral and CC'ing [sales@smyls.ca](mailto:sales@smyls.ca). Once a Referrer refers a Friend or colleague, they will be provided with a confirmation email.

**2.2 Rewards.** When the Qualified Referred customer has committed to, and attended a 30 minute meeting including a demonstration of the SMYLS Platform, a referral reward (“Rewards”) of \$50.00 CAD will be allocated to the Refer. When the Referred customer signs up to become a SMYLS Client, and process their first invoice and respective payment on the SMYLS Platform, the Refer will be allocated a reward of \$350.00 CAD. There can only be one \$50.00 reward, and one \$350.00 reward per clinic.

**2.3 Payouts.** Rewards will be paid out on the first of each month by VISA gift cards, or alternate method for refers outside of Canada, at the sole discretion of SMYLS, and or Credited to your SMYLS account, if the Refer is currently a SMYLS client.

**2.4 Eligibility.** To be eligible for participation in the Program, both the Referrer and the Referred must be at least 18 years of age.

Referrers must respect the spirit of the Program by only referring real individuals who meet the requirements of these Terms and Conditions. Referrers cannot refer themselves.

**2.5 Qualified Referral.** A referred customer or clinic will be considered qualified if they are eligible, and have not been referred by another Refer in the previous 6 month, SMYLS Heath Inc. reserves the right to find ineligible any Participant in the Program at its sole discretion

Rewards are subject to verification. SMYLS may delay a Reward for the purposes of investigation. SMYLS may also refuse to verify and process any transaction SMYLS deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose potential liability on SMYLS, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents. All of SMYLS's decisions are final and binding, including decisions as to whether a Qualified Referral, or Reward is verified

**2.6 Conduct.** SMYLS Heath Inc. reserves the right, at its sole discretion, to prohibit any Partner from participating in any aspect of the Program if SMYLS Heath Inc. deems or suspects that such Partner has engaged in or has attempted to engage in any of the following: a) acting in violation of these Program Terms and Conditions; b) damaging, tampering with or corrupting the operation of the Program c) activity deemed in the sole discretion of SMYLS Heath Inc. to be generally inconsistent with the intended operation of the Program. SMYLS Heath Inc. shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Program Terms and Conditions or intent of these Program Terms and Conditions.

## 3. Liability

**3.1 Binding Effects.** By participating in the Program, you agree to and are bound by the Program Terms and Conditions. If you do not wish to agree to and abide by the Program Terms and Conditions in their entirety, you are not authorized to participate in the Program.

**3.2 Release.** By participating in the Program, Participants release SMYLS Heath Inc., its directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost, or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program and/or the use of any Program rewards.

**3.3 Indemnification.** Participants agree to indemnify, defend, and hold SMYLS Heath Inc. and its representatives and agents harmless from and against any and all third party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to any breach by the participant of any of these Program Terms and Conditions or any violation by Participant of applicable law.

## 4. Disclaimer

**4.1 Reserved Right.** SMYLS Heath Inc. reserves the right to cancel or suspend the Program should it determine, in its sole discretion, that the administration, security, or fairness of the Program has been compromised in any way. Disclaimer of Warranties: PARTICIPANTS AND PROSPECTIVE PARTICIPANTS EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE". BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE,

COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, PROMISES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED PROMISES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B)SMYLS Heath Inc. MAKES AND GIVES NO PROMISE THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS,(ii) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

## 5. Other Terms

**5.1 General Terms.** These Program Terms and Conditions constitute the entire agreement between Participants and SMYLS Heath Inc. concerning Participants' use of the Program. The failure of SMYLS Heath Inc. to exercise or enforce any right or provision of these Program Terms and Conditions shall not constitute a waiver of such right or provision. The terms and conditions applicable to Participants' use of SMYLS Heath Inc.'s services can be found at: [smyls.ca/legal](https://smyls.ca/legal)

## 6. Privacy

Referrers may participate in the Program made available by SMYLS in order to refer their Friends to SMYLS as potential new SMYLS customers. To do this, Referrers must necessarily submit personal information about themselves and their Friends, such as name and e-mail address information, so that SMYLS can send communications to the Friends on the Referrers' behalf. The personal information will be collected, processed and used in accordance with SMYLS Privacy Statement, which can be found at [smyls.ca/privacy](https://smyls.ca/privacy) Referrers understand that, in addition to the initial communications to Friends, SMYLS may also use the personal information to send to Friends additional follow-up communications on behalf of the Referrers in order to encourage or remind the Friends to complete a purchase. The personal information may also be used by SMYLS to contact Referrers with regards to their participation in the Program and to send to Referrers additional communications from SMYLS