



CaseMGR Solutions Inc. Referral Program Terms & Conditions

CaseMGR Solutions, Inc. ("we," "us" the "*Company*") offers you the opportunity to earn cash rewards by referring colleagues to CaseMGR Solutions. Your participation in the CaseMGR Solutions Referral Program ("*CaseMGR Referral Program*" or "*Program*") can earn you cash to use in any way you choose. We reserve the right to terminate the Program at any time for any reason.

These terms ("*Terms*") apply to a user's participation in the Program. By participating in the Program, users agree to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot register and participate in the Program. Users also cannot where in so doing, they would violate any applicable law or regulations.

Eligibility

This Program is void where such referral programs are prohibited. Users who refer others to the program are "Referrers"; those who are referred are "Referred Customers." Referrers may be eligible to receive "Cash" for every qualified referral. Referrers must speak and read English, be legally able to participate in the Program, and must have an existing, valid CaseMGR user account. Participation in the Program represents an ongoing relationship with you, for privacy purposes. Please see Twilio's privacy policy for further details on your privacy rights.

Companies and employees of CaseMGR Solutions, Inc. or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible.

How It Works

To participate, send an introduction email to Shannon Morales, shannon@casemgrsolutions.com that includes the referred person(s) and the name of their organization. If the referred person/organization purchases a CaseMGR subscription, referrer will receive a check for \$250 sent to the referrer's address provided within 30 days of the referred organization's first paid CaseMGR invoice.

Liability Release



Except where prohibited, Users agree that by participating in the Program, they agree: (1) to be bound by these Terms the decisions of CaseMGR Solutions, its Administrators ("*CaseMGR Entities*") (if any) and/or their designees, and privacy policies; (2) to release and hold harmless CaseMGR Entities and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "*Released Parties*"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Credit); and (3) to be contacted by CaseMGR Entities via e-mail.

Except where prohibited by law, the Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind resulting from acceptance, possession or use of Casht, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. CaseMGR Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Program, and reserve the right, in their sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond CaseMGR Entities control, corrupt the administration, security or proper play of the Program.

Except where prohibited, the Released Parties shall not be liable to any Users for failure to supply any Cash or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.



As a condition of entering the Program, and unless prohibited by law, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential and any other damages, and waives any and all rights to have damages multiplied or otherwise increased. A waiver of rights may not apply to you in your jurisdiction of residence. Additional rights may be available to you.

CaseMGR Entities reserves the right to cancel or suspend this Program should it determine, in its sole discretion, that the administration, security or fairness of this Program has been compromised in any way.

Applicable Law

Except where prohibited, disputes, claims and causes of action arising out of or related to this Program or any cash payment awarded shall be resolved under the laws of the United States, and except where prohibited, Colorado law (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Denver County, Colorado.

Referrer's Code of Conduct

Referrer's agree that they will not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward other users. Users agree not to use the Program to:

- Violate the intellectual property rights of CaseMGR
- Spam or otherwise create bulk distributions of the Email link
- Collect or attempting to collect personal data about users or potential Referred Customers
- Engage in any actions that are designed to disrupt or undermine the Program
- Make attempts to gain unauthorized access to the software or the Program for any reason
- Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy CaseMGR intellectual property or stop the function of the CaseMGR services
- Engage in illegal or unsportsmanlike activities
- Engage in behavior designed to annoy or harass others
- Engage in actions that disparage or malign or call into question the reputation of CaseMGR, in CaseMGR's sole discretion



Inappropriate Behavior

The CaseMGR Entities may prohibit anyone from participating in the Program or receiving a if they determine such User is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other CaseMGR users (whether or not enrolled in the Program), or representatives of CaseMGR Entities. Use of any automated system to participate is strictly prohibited, and if discovered, and will result in disqualification. CaseMGR reserves the right to disqualify anyone, cancel Cash payments, disable or suspect an account, and contact legal authorities (including law enforcement), if it should discover a user is tampering with the entry or referral process or the operation of the Program or violating these Terms. Referrals generated by a script, macro or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, we reserve the right to cancel, change, or suspend the Program.

Privacy

Participation in the Program may require a Referred Customer and/or a Referrer to submit personal information about themselves. The personal information will be collected, processed and used in accordance with CaseMGR's Privacy Policy. In addition, personal information may be used by Company on Company's behalf, to contact Users with regards to participation in the Program and to receive communications from CaseMGR or third party administrators of the Program.

Reservations of Rights

We reserve the right to modify or amend at any time these Terms and the methods through which Cash payments are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION