

## **EMPA Referral Partners Terms and Conditions**

### **1. How the Program Works**

Referral partners of EMPA can refer their community members to purchase insurance through EMPA. It is a program where everyone benefits. You are able to give your community a 10% discount on their first year of coverage, and you receive a \$10 credit for each person who purchases insurance through your unique referral link. Win-Win!

You will be asked to **provide certain items to start your participation** in the program. They include:

- The **name, email, and phone number for the person** in your organization responsible for managing your participation in this program.
- A PayPal account email address where reward will be sent.
- Payments exceeding \$600 in a year need a 1099. We will provide a way for you to securely submit your W-9 if needed.
- If at some point you choose to stop participating in this program, we will miss you, but ask that you notify us at [info@energymedicineprofessionalassociation.com](mailto:info@energymedicineprofessionalassociation.com).

### **2. A Referral Is**

A qualifying referral is when a member of your community uses your referral link to complete an insurance and membership application that is accepted, and pays in full for one year of coverage and membership. (EMPA Practitioner Directory listings do not apply to this offer.)

### **4. Issuance of Rewards**

If you choose to receive rewards, they will be paid electronically to the PayPal account you provide to EMPA. We intend to pay rewards on a monthly basis. At any time, you can go to the “click here to see your referrals” button to see your running total of your converted referrals

### **5. Privacy**

All personal information collected and processed as part of this Referral Program will be used in accordance with EMPA's Privacy Policy, available [HERE](#). Under the applicable laws and regulations, EMPA shall be responsible for collecting and processing such personal information.

### **6. General**

**6.1.** These Referral Terms are published by EMPA (“we”, “us” and “our”) form a binding agreement for both Referring Users (“you” or “your(s)”) and people who receive our referral invitation.

**6.2.** This Referral Program permits you to invite your community and contacts to participate in one or more Referral Program(s).

**6.3.** You may only invite professional contacts, students, members of organization(s) you coordinate, and people you have permission to contact to this Referral Program.

## **7. Completed Referrals and Limit**

**7.1.** A Completed Referral is when a Referring User refers this Program to one of its contacts. Subsequently, that contact will either sign-up, make a purchase or complete whatever action is determined as a referral above - which is not cancelled or disputed in accordance with Subsection 4.

**7.2.** A limit to the number of referrals by Referring Users may apply. Or we may specify a maximum number of Completed Referrals who are eligible for the benefits of this Program.

**7.3.** All referred people must be new and first-time Users. Existing Users cannot be referred in the Referral Program.

**7.4.** You represent all personal and organizational information is 100% correct and up to date. We may monitor your use of the Referral Program or request your ID to verify your identity before issuing rewards.

## **8. Restrictions**

**8.1.** This Program cannot be combined with other EMPA referral programs, discounts, vouchers, benefits or incentives. By participating in this Referral Program, we may restrict you from other promotions, programs, discounts, or vouchers.

**8.2.** You understand and agree that you must not use referral methods that are bothersome to the recipients. Moreover, your participation in the Referral Program must not violate the applicable law, including but not limited to anti-Spam legislation, which is mass distribution of unsolicited messages.

**8.3.** You must not publish our Referral Program on any sites or platforms that house any Adult Content, Alcohol, Tobacco, Gambling, Games and Online Casinos, Political Content, and any form of illegal activities.

**8.4.** You must not at any time, invite or refer people who are unknown to you.

## **9. Term and Termination**

**9.1.** This Referral Program will run until EMPA, in our sole discretion, notifies Users that the Referral Program has ended with immediate effect. Rewards earned prior to the termination date will be paid per the terms in this document.

**9.2.** Any referral made before the end of the Referral Program can still participate. However, we may exclude referrals at our sole discretion made after its termination date.

**9.3.** We may terminate this Referral Program at any time, including your participation or the availability of its benefits.

## **10. Exclusive Relationship**

**10.1.** You understand and agree that you are only a User of our services and/or products, and you will refrain from implying any other affiliation or legal relationship with us.

**10.2.** You understand and agree that you are never authorized to legally bind our company.

**10.3.** You must never create any materials that contain our branding, trademark, (part of) our corporate identity without our express permission.

**10.4.** By participating in the Referral Program, you must not represent yourself as a duplicate, agent or intermediary of our company.

## **11. Privacy and Information**

**11.1.** You undertake to respect the privacy rights of the people you invite to our Referral Program and direct to our website.

## **12. Amendments**

We may amend the terms and conditions of our Referral Program. We may offer and/or restrict additional incentives, benefits and programs. As a result, additional terms may apply. You agree to and are responsible to review and accept the terms and conditions any time they are revised or amended.

## **13. Violations and Termination**

**13.1.** In case we suspect any violations of these terms or otherwise tampering with, fraud or unreasonable use of our Referral Program, we may, in our sole discretion, cancel the distribution of any discount, benefit or payout.

**13.2.** If you are a current or former employee, contractor or affiliate of our company, we may restrict your participation in the Referral Program, and we may restrict or cancel your participation with immediate effect.

**13.3.** You must comply with all applicable laws and regulations, and refrain from violating any third-party rights. These rights include any copyright, trademark or other proprietary rights.

#### **14. Disclaimer and Indemnification**

**14.1.** We offer our Referral Program and its benefits only on an “as is” and “as available” basis. We may remove, change and update the Referral Program in our sole discretion. We will never make any promises or guarantees about the content and information of our Referral Program. We disclaim our responsibility for any information that is incorrect or has errors.

**14.2.** Our Referral Program is based on our best efforts. You acknowledge and agree that we can never guarantee any benefit or result from participating in the Referral Program.

**14.3.** You will defend, indemnify and hold Energy Medicine Professional Association and its parent Healing Touch Program, Inc. harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable attorney fees) arising out of your participation in the Referral Program.

#### **15. No Correspondence, Disputes and Refunds**

With regards to the distribution of discounts, vouchers, incentives, prizes, awards or other benefits, no correspondence will be entered into. Moreover, we shall never respond to any complaint or accept any dispute about the Referral Program. The abovementioned benefits. are provided “as is” and we never refund or exchange such benefits.

#### **16. Applicable Law**

This agreement shall be governed by the laws of Texas and any disputes or claims must be made in Bexar County, Texas.