

MyMobileWorkers.com Referral Scheme Terms and Conditions

1. Application of Terms

- 1.1 These terms and conditions govern the referral scheme operated by Momote Limited, a company registered under company number 04410772 whose registered office is at Unit 301 The Tea Factory, 80 - 82 Wood Street, Liverpool, L1 4DQ (**Momote, our, we, us**) in relation to its workforce planning and management software known as MyMobileWorkers.com.
- 1.2 The MyMobileWorkers Workers Referral Scheme (the **Referral Scheme**) is open to existing customers (**you, your**) and is subject to the terms and conditions set out below (the **Terms and Conditions**). You are eligible to participate in the Referral Scheme if you are a direct customer of MyMobileWorkers.com with an active account for your own personal or business use, providing you comply with the Terms and Conditions.
- 1.3 By participating in the Referral Scheme, you agree to be bound by the Terms and Conditions. Any referrals you make which are not in accordance with the Terms and Conditions shall not be valid and no Reward shall be made in respect of them.

2. The Referral Scheme

- 2.1 If you refer MyMobileWorkers.com to another company and that company signs up with Momote within 30 days of your referral, we shall pay to you a percentage of the value of the contract agreed between the new customer and Momote (the **Reward**).

3. The Reward

- 3.1 The Reward shall be either:
 - 3.1.1 Option 1 - 10% of the first year's contracted recurring revenue paid to you as a one off payment; or
 - 3.1.2 Option 2 - 20% of the first year's contracted recurring revenue paid to you over 12 equal monthly instalments.
- 3.2 The Reward can be received either in cash or as a credit against invoices. You will only be entitled to receive a Reward when we deem that the Conditions have been satisfied. We reserve the right, at our sole discretion, to determine whether you qualify for a Reward and our decision is final.
- 3.3 Where you choose to receive the Reward as a credit against invoices, it may only be applied against a future invoice issued to you, and it may not be transferred to any other person, nor may it be substituted or exchanged for any other payment or benefit.

4. Conditions

- 4.1 You must be a current customer of MyMobileWorkers.com.
- 4.2 Referrals are only valid if the new customer has not previously been a customer of Momote and Momote are not currently in discussions with the company.
- 4.3 In the event of two or more customers referring the same company under the Referral Scheme, the referral that is received first will be eligible for the Reward.

- 4.4 The new customer must join us within 30 days of the referral in order for you to qualify for the Reward and the Reward shall only become payable upon receipt of cleared funds of the first payment due from the new customer.
- 4.5 If you choose Option 2 and the new customer ceases to be a customer during the first year of service, howsoever caused, your right to receive the monthly payment under Option 2 shall automatically cease and no further payments of the Reward shall be due to you.
- 4.6 We shall require your name, company name, telephone and email address for our records. We shall only use your details and any information you provide to us for the purposes of the Referral Scheme and we shall not share these details with any third parties.
- 4.7 The Referral Scheme is not open to employees or any person working for Momote or any affiliated company (including any family members of such employees or persons).
- 4.8 In the event of any dispute regarding the Referral Scheme or any referrals made, the decision of Momote shall be final and binding.
- 4.9 Where you are an employee of a company, you agree that it is your responsibility to ensure that there are no restrictions in your contract of employment with your employer that would restrict your ability to receive a Reward and we shall in no way be liable for any consequences suffered by you as a result of you receiving or not receiving a Reward.

5. **Our liability**

- 5.1 We will not be liable to you for any loss of profit, loss of business, loss of or corruption of data, loss of or damage to reputation or goodwill, loss of anticipated savings or loss of opportunity, or for any consequential or indirect losses, charges or expenses arising, under, or in connection with the Referral Scheme except in the case of fraud, wilful concealment or theft.
- 5.2 Our aggregate liability to you for all losses, damages, costs, claims and expenses, howsoever arising, under this Agreement (subject to any liability in accordance with clause 5.3 below) shall be limited to the equivalent monetary value of Rewards received by you under the Referral Scheme.
- 5.3 Nothing in the Terms and Conditions limits or excludes our liability for death or personal injury arising as a result of our negligence or for fraud or fraudulent misrepresentation.
- 5.4 You agree that the above exclusions of liability are reasonable in all the circumstances.

6. **General**

- 6.1 You shall not hold yourself out, or permit any person to hold you out, as being authorised to bind Momote in any way, nor do any act which might reasonably create the impression that you are so authorised or make or give any undertakings, promises, warranties, guarantees or representations concerning the services provided by Momote.
- 6.2 We will be entitled to assign or sub-contract our obligations under these Terms and Conditions.
- 6.3 If any provision of the Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision shall not affect the validity and enforceability of the rest of the Terms and Conditions.

- 6.4 Momote shall be under no obligation to enter into any contract for the provision of services and shall incur no liability to you, if the referred customer does not enter into (for any reason) a contract for the provision of services with Momote.
- 6.5 Momote reserves the right to withdraw this Referral Scheme or amend the Terms and Conditions at any time and for any reason. This shall not affect any Reward which becomes due before such withdrawal or amendment is made.
- 6.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract governed by the Terms and Conditions and no person other than the parties to it shall have any rights under it.
- 6.7 The Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by English law and the courts of England shall have exclusive jurisdiction over any such dispute or claim.