

# Referral Terms & Conditions

**Relationship of the Parties.** Referral shall not have, and shall not represent that it has, any authority to assume or create any obligation, expressed or implied, on behalf of CIS Agency. CIS Agency and Referral acknowledge that these Terms and Conditions do not create a ship, joint venture, agency, fiduciary, or employment relationship between them.

**Taxes.** No federal, state, or local income tax, employment tax, or payroll tax of any kind shall be withheld or paid by CIS Agency on behalf of Referral or the employees, agents, or contractors of Referral, and such taxes shall remain the sole responsibility of Referral. Referral shall submit a completed IRS Form W-9 to CIS Agency before receiving any Referral Fees above \$600.

## REFERRAL PROGRAM

### 1. Referral Program.

**1.1.** The Program. To participate in the Program, Referral must execute these Terms and Conditions.

**1.2.** Purpose. Referral shall submit leads of prospective new customers (each a “Referral”) to CIS Agency to assist CIS Agency in winning new business. For the sake of clarity, any use of the term “\_” in these Terms and Conditions or connection with the relationship created by these Terms and Conditions shall in no way imply that the Parties are engaged in a joint venture or that either Party otherwise has any ownership interest in, or common enterprise with, the other Party.

**1.3.** Brand Representation. Referral understands that it is a referral of CIS Agency and will represent itself as such. Referral shall not represent itself as an employee, reseller, or CIS Agency.

**2.** Referral Procedure. A referral is a referral and not a reseller. To ensure correct recording and proper attribution, each Referral shall be submitted to CIS Agency through one of its official dedicated URLs provided by [CIS Agency](#)

**2.1** Right to Accept or Reject Referrals. CIS Agency has the sole and absolute right to reject or accept the referral.

**2.2** Referrals. Referrals are considered automatically accepted unless CIS Agency informs the Referral of rejection before providing a Referral with a proposal. Rejection cases include, but are not limited to, a business with which CIS Agency is already in

process, a notable business that CIS Agency plans to pursue anyway, a business with whom Referral is affiliated through ownership, or a business that Referral does not have a sufficient connection with the decision maker(s). If Referral has questions about whether or not a Referral is likely to be rejected, should contact its Success Manager.

**2.3** CIS Agency shall be responsible for the sales process to all Referrals, subject to the Parties' continued good faith cooperation in promoting the sales process to Referral. CIS Agency will generally schedule one or more meetings (virtual or physical) with Referrals unless Referral prefers to do so. CIS Agency will first seek to identify fit with needed services and the requisite marketing budget.

### **3. Referral Fees and Payment**

**3.1** Referral Fees are paid in US Dollars, Gift Cards, or CIS Agency Service Credit. CIS Agency will decide the form of payment.

**3.2** Unauthorized Representations; No Authority. Referral shall refrain from making any representations, warranties, or guarantees to Referrals or the trade concerning the specifications, features, or capabilities of CIS Agency's Services that are deceptive, misleading, or otherwise inconsistent with the literature distributed by CIS Agency with respect thereto. A referral is not the agent of CIS Agency and has no authority to execute contracts on CIS Agency's behalf. Referral agrees to take all commercially reasonable steps to preserve and protect the goodwill and reputation of CIS Agency. Referral shall not engage in any conduct which may damage CIS Agency's reputation. These Terms and Conditions are non-exclusive. The Parties understand and agree that CIS Agency has the right to solicit Referrals

**4. Representations and Warranties; Disclaimer.** Each Party represents and warrants that in

**4.1** Modification. These Terms and Conditions may only be amended or modified in writing, signed by CIS Agency and a duly authorized officer of Referral. An exchange of e-mails is not sufficient to satisfy the signature requirement. This section shall not apply to any Assignment by CIS Agency.

**4.2** Indemnification. Referral agrees to indemnify, hold harmless, and defend CIS Agency and its directors, officers, employees, parent, and subsidiary companies, contractors, and agents from and against any action, claim, demand, dispute, or liability, including reasonable attorneys' fees, arising from or relating to any allegation that Referral has engaged in conduct.

5. Notices. All notices, consents, requests, demands, and other communications required or permitted under these Terms and Conditions shall be in writing and shall conclusively be deemed effective (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission if sent by e-mail or (4) three days after deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below:

**CIS Agency**

Attn: Marketing Dept.  
6501 Balsam Dr.  
Hudsonville, MI 49426  
If by email, notice must be sent to:  
**service@wearecis.com**