

Terms And Conditions For ESI Referral Program:

1. Terms and Conditions

The ESI Referral Program (“Program”) offered by Estech Systems Inc. (ESI) has been created to reward you, our loyal Customers, (“you,” “Member,” “Referrer,” “Participant”) for doing what you would already do – recommending us to friends and family who sign on to be ESI customers (“Participants” or “Referred”). The following ESI Referral Program Terms and Conditions (“Program Terms and Conditions”) contain important information about our program, so please read them carefully. These Program Terms and Conditions are a binding agreement between you and ESI and will govern your participation in any and all Program offers. By participating in the Program, you agree to the Site Terms and Conditions and the Site Privacy Policy. You are not authorized to participate in the Program if you do not agree to these Program Terms and Conditions in their entirety.

ESI reserves the right to modify these Program Terms and Conditions at any time, at its sole discretion, and without notice to you. Participation in the Program is considered acceptance of Program Terms and Conditions and any modifications which might be made. ESI may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. ESI also reserves the right to disqualify any customers or prospective customers at any time from participation in the Program.

2. How the Program Works

Qualified Referrals.

A Qualified Referral occurs when:

The Referrer, a current customer of ESI, clicks the Program link on the ESI site and shares a Referral Program Link by filling in the required fields of the Referred.

- When the Referred customer account has been implemented by ESI:
 - The party that submitted the Referral will receive a reward.
 - The reward consists of:
 - A \$100.00 Amazon Gift Card for the individual that submitted the referral.
 - One month free service for the company that the individual who submitted the referral works for.
 - The one month free service is equal to, and not to exceed, one month of the total amount of monthly service (MRC) on the Referred company’s MRC. For example: if the Referred company has an MRC of \$500.00 dollars, the Referring company will receive a credit of \$500.00.

Eligibility. To be eligible for participation in the Program, the Referrer must be a current Customer of ESI. Both the Referrer and the Referred must be at least 18 years of age. The referred Customer must remain signed up for ESI’s services for at least two months. ESI reserves the right to find ineligible any Participant in the Program at its sole discretion.

Reward Conditions. Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to the Participant. Participants are solely responsible for reporting such items on their tax returns and paying any associated tax liability.

Conduct. Participants in the Program must comply with all up-to-date “SPAM” laws. Any distribution of your referral link that could constitute unsolicited commercial email or “spam” under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from ESI’s Referral Program. ESI reserves the right, at its sole discretion, to prohibit any Member from participating in any aspect of the Program if ESI deems or suspects that such Member has engaged in or has attempted to engage in any of the following:

- Acting in violation of these Program Terms and Conditions
- Damaging, tampering with or corrupting the operation of the Program or Site
- Acting with intent to annoy, harass, or abuse any other person
- Any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity
- Activity deemed in the sole discretion of ESI to be generally inconsistent with the intended operation of the Program.

ESI 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

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.

Termination. ESI may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the Program or Program Terms and Conditions at any time, without notice. ESI may, in its sole and absolute discretion, terminate or suspend any Member’s participation in the Program for breach of these Program Terms and Conditions or taking any actions that are inconsistent with the intent of these Program Terms and Conditions.

Release. By participating in the Program, Participants release ESI, its parent company, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective 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.

Indemnification. Participants agree to indemnify, defend, and hold ESI 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

Computer System. ESI disclaims any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with the Program, and reserve the right, in ESI’s sole discretion, to cancel, modify, or suspend the Program should a virus, bug, computer problem, unauthorized intervention, or other causes beyond ESI’s control, corrupt the administration, security, or proper play of the Program.

Force Majeure. ESI shall not be liable to any Participant for failure to supply any credit 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), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, threatened terrorist attacks, terrorist acts, air raid, blackout, earthquake, tornado, war, unusually severe weather, explosion, labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, or any other similar or dissimilar cause beyond any of the Released Parties' control.

Reserved Right. ESI 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: MEMBERS AND PROSPECTIVE MEMBERS 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) ESI MAKES AND GIVES NO PROMISE THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

5. Other Terms

General Terms. These Program Terms and Conditions constitute the entire agreement between Participants and ESI concerning Participants' use of the Program. The failure of ESI to exercise or enforce any right or provision of these Program Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Program Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Program Terms and Conditions remain in full force and effect. The section titles in these Program Terms and Conditions are for convenience only and have no legal or contractual effect. A person who is not a party to these Program Terms and **Conditions shall have no right to enforce or receive the benefit of any of these Program Terms and Conditions. The terms and conditions applicable to Members' use of ESI's services can be found at: : <https://www.esi-estech.com>.**