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## WRE RESIDENTIAL REFERRAL PROGRAM TERMS & CONDITIONS

**IMPORTANT:** PLEASE READ THESE WRE RESIDENTIAL REFERRAL PROGRAM TERMS AND CONDITIONS CAREFULLY (the “Terms”). These Terms are a binding, contractual agreement between you, on the one hand, and Wind River Environmental, LLC, and its subsidiaries, and affiliates (collectively “WRE”) on the other hand, and sets forth the terms and conditions which apply to your participation in the WRE Refer-A-Friend Program (“Program”). Throughout these Terms, any existing WRE Customers who registers to participate in the Program to become a WRE Advocate (as defined below) will sometimes be referred to as “You”, “you”, “Your” and/or “You”. WRE reserves the right to both modify this Terms from time to time and/or to terminate the Program at any time and without prior notice. It is your responsibility to check for updates.

By registering for and/or otherwise participating in the Program, you agree to be bound by this Terms and WRE’s Privacy Policy located at <https://www.wrenvironmental.com/privacy-policy/>. You further agree to use the Program in the manner specified in this Terms. If you do not agree to this Terms in its entirety, you are not authorized to register as an WRE Advocate or to participate in the Program in any manner. Participation in the Program is not allowed where doing so would be prohibited by any applicable law or regulation.

### 1. DEFINITIONS.

1.1 As used in this Terms, the following terms have the following meanings:

- “Account” has the meaning given such term in section 2.3.
- “Personal Link” has the meaning given such term in section 2.4.
- “Prime States” collectively means any state in which WRE operates. Currently, Prime States include MA, ME, NH, CT, VT, NY, PA, NJ, MD, RI, VA, NC, SC, GA, and FL. WRE may, at its discretion, add or remove states included in the Prime States list without notice
- “Qualified Referral” has the meaning given such term in section 2.5.
- “Referred Friend” means any individual who has been submitted as a referral by an WRE Advocate.
- “Released Parties” has the meaning given such term in section 4.1.
- “Reward” has the meaning given such term in section 2.6.
- “WRE Services” means residential septic pumping.
- “WRE Advocate” means any individual who registers to participate in the Program.

### 2. HOW THE PROGRAM WORKS

#### 2.1. Program Participation.

To participate in the Program, visit [www.wrenvironmental.com/referral](http://www.wrenvironmental.com/referral) and follow the on-screen instructions to join the Program and to become a WRE Advocate. As an WRE Advocate, you may refer as many people

as you want to WRE. Individuals who are referred are called “Referred Friends”. For every Qualified Referral, WRE Advocates may be eligible to receive a Reward, provided the WRE Advocate is otherwise eligible under, and fully compliant with, this Terms. WRE reserves the right to modify or amend any aspect of this Terms at any time including the methods through which Rewards are earned. WRE reserves the right to disqualify any WRE Advocate at any time from participation in the Program if they do not comply with any of this Terms, in WRE’s sole discretion. WRE Advocates are responsible for maintaining the confidentiality of any sign-in credentials and are fully responsible for all activities that occur through the use of them. WRE Advocates agree to notify WRE immediately if they suspect unauthorized access to their account. WRE Advocates agree that WRE will not be liable for any loss or damage arising from unauthorized use of their credentials.

2.2. WRE Advocate Eligibility Criteria. WRE Advocates must:

- Be a legal resident of one of the 50 U.S. states or the District of Columbia;
- Be 18 years or older;
- Be a current WRE customer; and,
- Have the legal right to provide the personal information (e.g., name, email address, phone number, and zip code).

2.3 Intelligibility. Companies and employees of WRE or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible.

2.4. WRE Advocate Access.

Upon joining the WRE Referral Program, WRE Advocates will be issued a Personal Link to share with all Referred Friends. Personal Links will be issued only to individuals. An individual must be an existing WRE customer and registered with the Program to be issued a Personal Link, but no additional purchase is required. WRE Advocates must respect the spirit of the Program by only referring real third-party individuals who meet the requirements of this Terms. For example, an WRE Advocate may not participate in the Program using multiple or fake email addresses or identities. WRE Advocates will also be provided with login information to their unique and personal Refer-A-Friend account page (“Account”), where WRE Advocates can check the status of their Qualified Referrals and to view their Account and rewards.

2.4. Qualified Referrals. Rewards can only be awarded for Qualified Referrals. A Qualified Referral satisfies all of the following conditions:

- A homeowner (no renters or leased properties);
- Located in the Prime State;
- Successful payment for any WRE Services;
- Has not previously received WRE Services;
- A legal resident of the 50 U.S. states and the District of Columbia who is 18 years or older.

2.5. Earning Rewards.

WRE Advocates shall receive one Reward for each Qualified Referral. Any additional or subsequent purchases made by a Referred Friend will not result in Rewards. Rewards are subject to verification. WRE may withhold a Reward for investigation, or refuse to process any transaction it deems fraudulent, suspicious, in violation of this Terms, or believes will impose liability on WRE, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents, in its sole discretion. WRE’s decisions are final and binding, including decisions as to whether a Qualified Referral or Reward is valid. If a Referred Friend is referred by multiple WRE Advocates, only the WRE Advocate whose Personal Link was used first during the Referred Friend’s registration for Services shall be entitled to receive the Reward.

2.6. Claiming Rewards.

A Reward will have the value of US\$50 and may be a digital gift card, gift certificate or voucher, in WRE’s sole discretion. WRE Advocates can view their earned Rewards and Rewards available to claim within their Account. Check your Account for details. Restrictions may apply; for example, if the Reward is in the form of a digital gift card, gift certificate or voucher it may be subject to the issuer’s terms and conditions. Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the

Program or any portion thereof for any reason, or upon cancellation of an WRE Advocate's Account for any reason, any unredeemed Rewards accumulated by WRE Advocate are forfeited.

The specifics of any Reward shall be solely determined by WRE. No cash or other prize substitution is permitted, except in the Company's discretion. Any Reward is non-transferable. Any and all Reward related expenses, including without limitation any and all federal, state and/or local taxes shall be the sole responsibility of WRE Advocate. For any Reward or combined Rewards with a value of \$600 or greater, WRE Advocate will incur tax liability. It is WRE Advocate's sole duty to properly report the Reward and pay applicable taxes related thereto.

### 3. **PRIVACY**

3.1. Submission of Personal Information. Participation in the Program may require WRE Advocates to submit personal information such as name, address, phone number, and e-mail address. The personal information will be collected, processed and used in accordance with WRE's Privacy Policy which can be found at <https://www.wrenvironmental.com/privacy-policy/>.

3.2. Use of Personal Information. Personal information may be used by WRE or on WRE's behalf to contact WRE Advocates including via mail, e-mail and/or phone number(s) regarding the Program, and/or to provide advertising, marketing materials, promotional information, etc., from WRE. WRE Advocates may opt-out from receiving emails by clicking on the opt-out link on the bottom of any of the emails and following the instructions. If an WRE Advocate opts-out from receiving marketing emails from WRE, WRE Advocate will continue to receive administrative, non-commercial, emails regarding participation in the Program. By providing a phone number, WRE Advocate consents to WRE's Mobile Communications Policy set forth below.

### 4. **LIABILITY**

4.1. WRE Advocate Representations and Warranties. By participating in the Program, WRE Advocate agree: (a) to be bound by this Terms, the decisions of WRE and/or their designees, and the Privacy Policies of WRE; (b) to release and hold harmless WRE and its respective affiliates and subsidiaries, together with its respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, its 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 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 Reward); and (c) to be contacted by the WRE via e-mail, mail and/or phone.

4.2. Limitation of Liability. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications, 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 a Reward, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. WRE disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program, and reserves the right, in its sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond WRE's control, corrupt the administration, security or proper operation of the Program. As a condition of entering the Program, WRE Advocate agrees that under no circumstances will WRE Advocate be entitled to any awards for any losses or damages, and WRE Advocate 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.

4.2. Force Majeure. The Released Parties shall not be liable to WRE Advocate for failure to supply any Reward 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, pandemic, 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.

## 5. APPLICABLE LAW AND DISPUTE RESOLUTION

5.1. Arbitration. For purposes of this Dispute Resolution Policy, a “Dispute” is defined as any controversy, claim, dispute, or difference between WRE Advocate and WRE arising out of or relating to this Terms, and your participation in the Program in any way. Any Dispute shall be resolved solely and exclusively by arbitration to be held in Middlesex County, Massachusetts with a single disinterested arbitrator and pursuant to Delaware law. This means that neither WRE Advocate nor WRE can sue in court before a judge or jury, individually or as a class member. Instead, an independent arbitrator will decide the dispute with limited discovery rights, and limited rights to appeal. Except as may be required to enforce an arbitration decision, WRE Advocate and WRE expressly waive any right to file any legal action in any other state or federal court or before any other tribunal, and any right to a trial by jury. Each party to such arbitration shall be responsible for its own attorneys” fees and costs regardless of the outcome of the arbitration.

5.2. Choice of Law, Venue, and Jurisdiction. Any and all disputes, claims and causes of action arising out of or related to the Program or any Reward shall be resolved under Delaware law (without reference to its conflicts of laws principles), and WRE Advocate agrees to submit to the exclusive jurisdiction of the state and federal courts located in Delaware for resolution for the enforcement of any arbitration award.

## 6. CONDUCT

6.1. Prohibited Conduct. Participants agree not to use the Program to:

- Violate applicable law. It is WRE Advocates responsibility to be familiar with all laws and regulation governing participation in the Program;
- Infringe the intellectual property rights of WRE or any third parties;
- Stalk, harass, or harm another individual in any way;
- Collect or store personal data about another Participant;
- Impersonate any person, or otherwise misrepresent WRE Advocate’s identity;
- Interfere with, disrupt servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
- Interfere with another WRE Advocate’s use of the Program;
- Attempt to gain unauthorized access to the Program, or to other accounts, computer systems, or networks connected to the Program;
- Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;
- Use the Program to conduct any activity or solicit the performance of any illegal activity or other activity that infringes the rights of others; or
- Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.

6.2. Bulk Distribution.

If an WRE Advocate provides a Personal Link to a Referred Friend by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or ‘spam”, in WRE’s sole discretion, is expressly prohibited and may be grounds for immediate termination of the WRE Advocate’s Account and deactivation of the Personal Link.

6.3. Fraudulent and Suspicious Behavior.

WRE may prohibit WRE Advocate from participating in the Program or receiving a Reward, in WRE’s sole discretion, if WRE determines such WRE Advocate 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 users or representatives of WRE. Use of any automated system to participate is strictly prohibited and will result in disqualification. WRE reserves the right to disqualify any WRE Advocate and/or cancel any Reward(s), if it finds WRE Advocate to be tampering with the entry process or the operation of the Program, submitting self-referrals, or violating these terms and conditions. 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, WRE reserves the right to cancel, change, or suspend the Program.

**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, WRE RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

## **7. MOBILE COMMUNICATION POLICY**

7.1. Mobile Alerts. WRE offers a mobile alert program that gives WRE Advocate the opportunity to receive information, promotional materials, offers and rewards regarding WRE, its products, and the Program, direct to WRE Advocate's phone through SMS/MMS messaging ("Mobile Messages") and/or other social media communication tools. The Program may involve recurring Mobile Messages or phone calls, and additional Mobile Messages may be sent based on WRE Advocate's interactions with WRE. WRE Advocate also agrees that WRE may use the data submitted (i.e., name and/or mobile phone number) to locate WRE Advocate on, and communicate with WRE Advocate through, other social media channels (e.g., Facebook).

7.2. Opt-Out. WRE Advocate can reply "STOP" to any Mobile Message from WRE in order to opt-out. WRE Advocate may also opt-out by expressing the desire not to be called during any telephone call. WRE Advocate may Opt-Out at any time, without penalty or charge.

7.3. Unsolicited Communications. WRE does not send unsolicited Mobile Messages. WRE Advocate will only receive Mobile Messages if WRE Advocate has submitted an opt-in request. Regardless of the opt-in method utilized, WRE Advocate agrees that these Terms apply to participation in the Program.

7.4. ATDS. WRE's Mobile Messages are not sent by an automatic telephone dialing system ("ATDS" or "autodialer"). Nevertheless, by participating, WRE Advocate agrees to receive autodialed marketing Mobile Messages and understands that consent is not required to make any purchase from WRE. WRE Advocate also recognizes that message and data rates may apply and are WRE Advocate's sole responsibility.

7.5. Phone Number. It is a violation of this Terms to use another's mobile phone number to opt-in to this Program, or any other similar WRE program. In opting-in, WRE Advocate represents and warrants, under penalty of perjury, that the mobile number used to opt-in is WRE Advocate's. It is also a violation of this policy to opt-in any third-party without their express, written consent.

## **8. INDEPENDENT CONTRACTOR RELATIONSHIP**

Your participation in the Program does not authorize You to act on WRE's or any of WRE's respective affiliates' behalf. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between You and WRE, its parent, or their respective affiliates. By participating in the Program, You acknowledge that You do so at your own risk and as an independent contractor and that WRE is not directing how You perform your obligations hereunder.

## **9. OWNERSHIP/LICENSE.**

(a) License. You acknowledge that all rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Program and the related logos, names, etc. are reserved. The Program, and related software and systems, is the licensed and/or owned property, and embodies the proprietary trade secret technology, of WRE and/or its licensors and is protected by copyright laws and international copyright treaties, as

well as other intellectual property laws. WRE grants You a nonexclusive, non-transferable license to use the Program to access Your account. WRE may terminate or suspend Your access to the Program (in whole or in part) at any time, with or without notice, if WRE has reason to believe that You have violated these Terms or are otherwise using the Program in an inappropriate manner. The right to use the Program and access the services provided by the Program is granted only to enrollees of the Program and their authorized employees for the sole purpose of utilizing the Program and this limited license terminates when You or WRE terminates the Program and/or these Terms.

(b) WRE Marks. You agree that You will not (i) use WRE's name, or any affiliate or subsidiary of WRE, or any partner, or employee of WRE, or any trade name, trademark, trade device, logo, service mark, domain name, symbol or any abbreviation, contraction or simulation thereof owned by WRE or its affiliates or subsidiaries (collectively, the "WRE Marks"), (ii) use the WRE Marks in any manner that might express or imply WRE's affiliation, sponsorship, endorsement, or approval of You or Your services, or (iii) represent, directly or indirectly, that any product or any services provided by You has been approved or endorsed by WRE (unless specifically so approved or endorsed pursuant to a separate agreement). WRE may make available to You certain standard WRE advertising and/or promotional literature and marketing materials promoting the WRE Services that You will be permitted to distribute to Prospects.

(c) Disclaimer of Warranties. WRE MAKES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PROGRAM OR THE WRE MARKS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL WRE BE LIABLE FOR ANY DAMAGES FOR TERMINATION OF THESE TERMS OR FOR YOUR USE OF THE PROGRAM, OR THE WRE MARKS, INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO YOUR ENROLLMENT IN THE PROGRAM, ANY USE, SUSPENSION OR TERMINATION OF USE OF THE PROGRAM, THE REWARDS WEBSITE, OR ANY WRE MARKS OR WEBSITES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, WRE SHALL NOT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES AND WRE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FAILURE OF ACCESSIBILITY, OF ANY REWARD, THIRD PARTY VENDOR, INCLUDING THE REWARDS REDEMPTION VENDOR, OR ANY REWARD WEBSITE.

(d) Your Indemnity Obligations. You agree to indemnify, defend, and hold harmless WRE from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) arising out of or related to any use by You of the Program, the Rewards, WRE Marks or any WRE or third party web site.

(e) Limited License. These Terms and/or Your participation in the Program do not grant to You any right or license in, or to, any copyrights in any materials and/or documentation of WRE or to any rights of copyright in or to WRE's other services or web sites.

## 11. FTC 16 CFR PART 255 COMPLIANCE

WRE complies with the Federal Trade Commission's 16 CFR Part 255 "Guides Concerning the Use of Endorsements and Testimonials in Advertising". Accordingly, if You make any post on any social network (such as Facebook, Twitter, Instagram, Pinterest, or LinkedIn) as a part of the Program, You must at a minimum include either "This is a paid endorsement" or "#paidad" in any social network posts You make as a part of the Program. You are responsible for ensuring that your posts on any social network comply with the terms of use of the site, and any other applicable laws, statutes, and regulations.