

Refer-a-Friend Program Terms and Conditions

Please read the following LeadCare Cook County Refer-a-Friend Program terms and conditions (these “Program Terms”) carefully before participating in the LeadCare Cook County Refer-a-Friend Program (the “Program”). In these Program Terms the words “you” and “your” mean the person or entity who participates in the Program. Participation in the Program constitutes your acceptance of these Program Terms. Any reference herein to Elevate will, as applicable, be deemed to include Elevate Energy, which is the Program administrator or any subsequent Program administrator and their employees, officers, directors, agents, and/or contractors, as well as the County of Cook, a body politic and corporate of the State of Illinois (also referred to in these Program Terms individually as “County”).

Your participation in and use of the Program is strictly subject to these Program Terms, and the LeadCare Cook County Privacy Policy. If you have any questions about these Program Terms, the Privacy Policy, or any other policies or terms applicable to your participation in the Program, please email us at info@LeadCareCookCounty.org.

Program Eligibility

You are eligible for this Program if: (1) you own or are an authorized representative of a child care provider (as defined below), and (2) the child care provider has enrolled in the LeadCare Cook County Program (the “**LeadCare Program**”). A “child care provider” is defined as a licensed child care facility licensed with the State of Illinois; a child care facility seeking licensure with the State of Illinois; or a child care facility that is license-exempt in Illinois and is receiving State of Illinois Department of Human Services Child Care Assistance Program (CCAP) payments.

The following persons are not eligible to participate in the Program:

- Employees, agents, or contractors of the County or Elevate, or any of their affiliates (each a “Related Party”);
- Immediate family members of any Related Party (spouse, life partner, parent, child, sibling, and any of their respective spouses);
- Any person living in the same household as any Related Party;
- Any person referred to the Program by a Related Party.

Subject to these Program Terms, you will be compensated for each qualified referral you make to Elevate that results in a new active participant in the LeadCare Program as further specified herein. You agree not to engage in any misleading, deceptive, annoying, or harassing practices with respect to referrals (including, without limitation, creating the impression that you are not benefiting from the friend’s participation in the LeadCare Program).

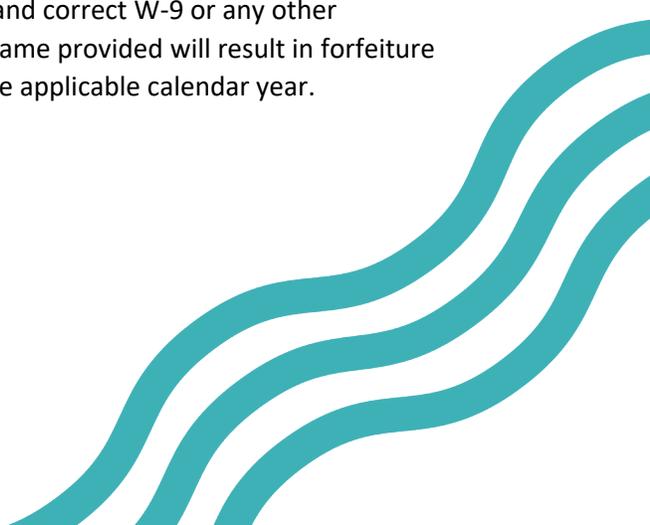


Participant Acceptance; Termination

Elevate will make all determinations regarding participation in the Program. Elevate reserves the right to terminate your participation in the Program or cancel the entire Program at any time for any reason or no reason, to the extent permitted by law, upon written notice to you. Any written notices required or permitted to be given by Elevate hereunder may be delivered by email, or by posting to the Program website. By participating in the Program, you consent to delivery of all Program-related notices and information by email to any email address you have provided to Elevate and acknowledge that you have the necessary equipment (hardware and software) to receive and read such emails.

Qualified Referrals; Payment

Qualified referrals must: (i) be the owner or duly authorized representative of a child care provider actively operating in compliance with all applicable laws within the County of Cook, Illinois but outside of the City of Chicago; (ii) not have been previously rejected from participation in the LeadCare Program; (iii) satisfy all Elevate enrollment requirements; and (iv) have “cookies” enabled on the computer from which the enrollment is executed. Eligible participants will be paid a referral incentive (“incentive”) issued via a gift card for each qualified referral. The incentive amount will be determined based upon Elevate’s current offer at the time of the applicable qualified referral’s enrollment in the LeadCare Program. Gift cards will be issued by Tango Card, Inc. and are subject to separate terms and conditions, which will be provided with each gift card. You can learn more at tangocard.com. The incentive amount Elevate is offering may be increased or decreased by Elevate at any time prior to enrollment of a qualified referral without notice to you or your referrals. The Program page on <https://leadcareillinois.org/cookcounty/> will contain up-to date information regarding Elevate’s then-current offered incentive amount. Such incentive will be paid as soon as practicable following Elevate’s determination that a qualified referral has met all requirements. By participating in the Program, you agree that Elevate shall make the final determination as to whether any referral meets all requirements to be considered a qualified referral. Payment of all federal, state, and local taxes on any incentive paid to you in connection with the Program will be your sole responsibility including, without limitation, taxes on any incentive earned through the Program as well as any other incentive or monetary reward earned through the Program or any other Elevate promotion or program during the applicable calendar year. You will be required to complete and submit an IRS Form W-9 with your Social Security number or the equivalent for receipt of any incentive valued at \$600 or more cumulatively in any calendar year. Elevate may withhold payment or credit of any incentive in excess of \$600 during any calendar year until you provide a completed IRS Form W-9. Failure to submit a complete and correct W-9 or any other requested documentation reasonably requested within the timeframe provided will result in forfeiture of any earned and/or further incentive in excess of \$600 during the applicable calendar year.



Program Use

You agree that you will only refer persons whose permission you have to refer, and who are 18 years of age or older. You agree that you will not use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene, or outside the spirit and intent of the Program as determined by Elevate in its sole discretion. Upon request, Elevate will provide you with a list of your referrals and whether an incentive has been paid; provided, that your use of any such list will be limited to determining or confirming any incentive paid or due to you. You agree to indemnify Elevate for your misuse of any information provided to you by Elevate in accordance with the Indemnification Section of these Program Terms. Elevate is not obligated to, and will not, release to you the reasons why a particular referral has not been deemed a qualified referral.

CAN-SPAM Act Compliance

Elevate complies with the federal CAN-SPAM Act and honors requests of consumers and customers who choose to opt out of receiving Elevate marketing emails. Accordingly, if you designate a referral email address that has previously opted out of receiving Elevate marketing emails, you will be advised that the email address is not eligible to be sent an Elevate Refer-a-Friend Program email.

Confidentiality

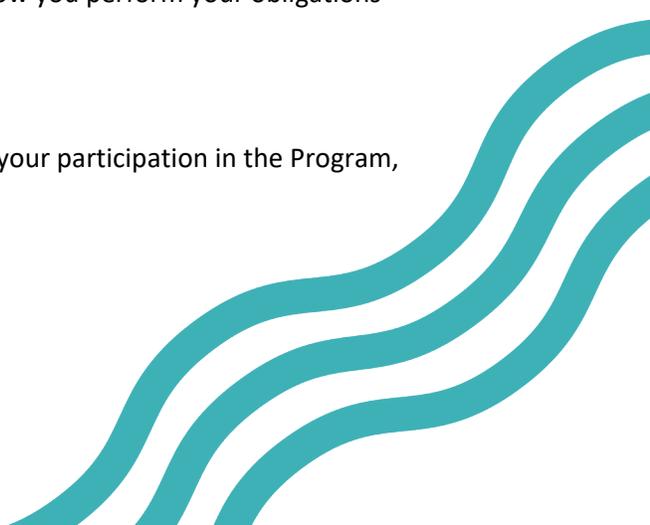
In connection with your participation in the Program, you may receive confidential and proprietary information of Elevate, including sensitive customer data (“Information”). You will maintain all of such Information in strict confidence and use the Information only in connection with your participation in the Program. Notwithstanding anything to the contrary contained herein, you agree that you will comply with the customer confidentiality provisions required by, and all other provisions of, all applicable laws, statutes, and regulations.

Independent Contractor Relationship

Your participation in the Program does not authorize you to act on Elevate’s or the County’s 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 Elevate or the County. By participating in the Program, you acknowledge that you do so at your own risk and as an independent contractor, and that neither Elevate, nor the County is directing how you perform your obligations hereunder.

Trademarks

Other than with respect to materials provided in connection with your participation in the Program,



your status as a participant in the Program does not entitle you to use any trademarks, service marks, copyrighted materials, patents, names, logos, or other intellectual property owned or licensed by Elevate or the County.

Indemnification

By participating in the Program, you agree to and will indemnify and hold Elevate and the County harmless from and against any and all damages, costs, expenses, claims, or liabilities of any kind, including third-party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms.

Warranty Disclaimers; Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER ELEVATE, NOR THE COUNTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, THROUGH THESE PROGRAM TERMS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND EACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ELEVATE OR THE COUNTY BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS OR THE PROGRAM, EVEN IF ELEVATE OR THE COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Amendments

These Program Terms may be altered, changed, modified, or assigned by Elevate at any time by providing notice to you. Your participation in the Program at any time after Elevate provides you with such notice of changes will constitute your agreement to such changes.

Other Terms and Conditions

These Program Terms are in addition to and do not in any way limit or alter the LeadCare Cook County Privacy Policy and other terms and conditions or agreements pursuant to which Elevate allows you to participate in the Program and/or the LeadCare Program.

Acceptance and Jurisdiction

By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Terms. These Program Terms shall be governed in all respects in accordance with the



laws of the State of Illinois without regard to the conflict or choice of law rules thereof. The federal and state courts located in Cook County, Chicago, Illinois shall have exclusive jurisdiction over any dispute arising hereunder and by participating in the Program you consent to same.

General

You may not assign the right to participate in the Program to any other party. Elevate may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. Elevate shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of Elevate. No delay or omission by Elevate in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

FTC 16 CFR Part 255 Compliance

Elevate 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 (including, without limitation, Facebook, Twitter, Instagram, Pinterest, or LinkedIn) as a part of the Program, you must include, and not delete, any disclosure that the Program website automatically creates for the post you are making. In the event that no such disclosure is automatically generated for your social network, 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 such social network, and any other applicable laws, statutes, and regulations.

