

Customer Referral Program Terms & Conditions

The Excel Nursing Agency Ltd. ("TENA" or "We") invites brand supporters ("Referrer" or "You") to join its referral programme (the "Program"). We may change or discontinue the Program and for any reason. TENA oversees the Program.

By participating in the Program, referrers agree to be governed by these Terms and Conditions. Referrers agree to use the Program in the manner stated in these Terms and Conditions by participating in the Program. You may not register as a Referrer or take part in the Program in any other way if you do not agree to these Terms and Conditions in their entirety. Referrers may not take part in the Program if doing so would be forbidden by applicable law or regulation.

We reserve the right to change or amend these Terms and Conditions and/or the ways by which incentives are earned at any moment. We reserve the right, at our sole discretion, to disqualify any Referrers from participation in the Program including without limitation if he/she cannot comply with any of these Terms and Conditions or otherwise cannot comply with any relevant laws (including, without limitation, through any failure to include any disclosures as required by the Federal Republic of Nigeria or otherwise required by TENA).

Children

No element of this program is intended for children under the age of 18. You may not use, access, or take part in the program or in any manner if you are under the age of 18.

I. How Does the Referral Program Work?

A. Participation in the referral program

Referrers should go to <https://theexcelnursingagency.org/become-referral-source/> and follow the on-screen instructions to refer clients, customers, or colleagues by entering their contact information in the boxes.

Individuals who receive a referral from a Referrer are referred to as clients. An eligible referrer is someone who complies with our T's and C's which enable them qualify for our referral bonuses.

By participating in this program, a Referrer represents that he or she has got the prior approval of his or her referrals, otherwise called clients, to share their contact information.

B. Making a Recommendation

To make a referral, a Referrer must first register at <https://theexcelnursingagency.org/become-referral-source/>. When a Referrer refers a client, he or she will receive a confirmation email and will be contacted if the referred client takes up our services.

Referrers must uphold the spirit of the referral program by recommending only clients who are interested in our services to enable them to enjoy the full benefit of receiving their referral bonuses in a timely manner. A Referrer, for example, may not create several or fictitious accounts with TENA or take part in the Program using multiple or fictitious email addresses or identities.

C. Qualified Recommendations

A 'Qualified Referral' is one that subscribes to any of our services listed on our website.

D. Acquiring Rewards

For every 5 clients referred to us by an eligible Referrer and the Referrals take up our service(s), a cash sum of N100,000 (one hundred thousand naira) would be paid within one (1) month of such Referrals been confirmed by TENA. We will contact the eligible Referrer to provide their bank account details where payment would be made into. Any additional or subsequent referrals made by a Referrer will be treated in the manner mentioned above.

In TENA's exclusive discretion, rewards may be redeemed in a variety of ways, including, but not limited to, gift card, gift certificate, or voucher, which may be subject to the terms and conditions of the issuer.

E. Qualified Referrals with Verification

Verification is required for all rewards/bonuses. For the sake of investigation, TENA may postpone a reward/bonus or refuse to verify and process any transaction that it deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or that it believes will expose TENA, its subsidiaries, affiliates, or any of their respective officers, directors, employees, representatives, and agents to potential liability. All TENA decisions are final and binding, including whether a Qualified Referral or reward is validated.

II. Personal privacy

Referrers may join in the TENA Referral Program by referring anyone eligible as mentioned above to TENA as prospective new TENA clients. Referrers must supply personal information about themselves and their Referrals, such as name and e-mail address information, for TENA to send emails to the Clients on their behalf. Personal information will be collected, processed, and used in line with TENA's Privacy Statement, which is available at <https://theexcelnursingagency.org/privacy-policy/>. Referrers accept that, besides the first communications to Clients, TENA may use their personal information to send additional follow-up messages to Clients on their behalf to persuade or remind them to make a purchase. TENA may also use the personal information to contact Referrers about their participation in the Program and to deliver other messages from TENA to Referrers.

III. Ownership and Use of Content

A. Content

All Content, such as designs, text, graphics, photos, video, information, logos, button icons, software, audio files, computer code, and other items found on TENA website/hard copies, as between Referrer and TENA, is the property of TENA or its licensors and is protected by copyright, trademark, and other laws.

B. Permission to You

Subject to these terms, TENA may you permission to access and utilise TENA's online platform, the referral program, and the content solely for your personal, non-commercial use. This licence is revocable at any moment, with or without cause, and without notice. Unauthorized use of the Content is strictly forbidden and may violate copyright, trademark, and related communications rules and statutes. All copyright, trademarks, service marks, and other property notices in the original Content must be preserved on any copy you make of it.

C. Patents and trademarks

The logos, product, and service names in TENA's online platforms or the referral Program, whether registered or unregistered, are or may be trademarks of TENA or its licensees (the "Marks"). You agree not to display or use the Marks without TENA's prior written permission, and except as permitted by any link supplied by TENA.

D. User-Generated Content

The logos, product and service names contained in TENA's online platform or the Program, whether registered or unregistered, are or may be trademarks of TENA or its licensees (the "Marks"). You agree not to display or use the Marks in any way without TENA's prior written permission, and except as expressly permitted by any link supplied by TENA.

IV. Liability

A. Referrers agree to the following terms and conditions by participating in the referral program:

- i. Be bound by these Terms and Conditions, TENA's judgments and designees' decisions, and TENA's Privacy Policy.
- ii. Defend, indemnify, release, and hold harmless TENA, its parent companies, affiliates, and subsidiaries, as well as their respective employees, directors, officers, licensees, licensors, shareholders, attorneys, and agents, including, without limitation, their 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 all claims, actions, or proceedings.

B. TENA is not accountable for:

- i. Incomplete, illegible, inaccurate, untrustworthy, garbled, or incoherent entries, messages, or affidavits, regardless of manner of transmission.
- ii. Telephone system, telephone or computer hardware, software, or other technical or computer problems, including lost connections, disconnections, delays, or transmission mistakes.
- iii. Corruption of data, theft, destruction, illegal access to or modification of entry or other materials.
- iv. Any printing, typographical, administrative, or technological errors in any of the referral program's websites or materials or
- v. Claims, demands, and damages in Referrer disputes or between Referrers and Clients; or
- vi. Any additional injuries, losses, or damages of any kind incurred because of accepting, possessing, or using a reward, or taking part in the referral Program, that were not reasonably foreseeable to TENA at the relevant time.

C. TENA disclaims any liability for any computer system damage resulting from participation in, or accessing or downloading information in connection with, the Program, and reserves the right, in its sole discretion, to cancel, change, or suspend the referral program if a virus, bug, computer problem, unauthorised intervention, or other cause beyond TENA's control corrupts the administration, security, or proper operation of the Program.

D. TENA shall not be liable to any Referrer for any failure to supply any Reward or any part thereof because of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasigovernmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public

E. TENA reserves the right to cancel or suspend the referral Program if it determines, in its sole discretion, that the Program's administration, security, or fairness has been jeopardised in any manner.

F. Warranties are rescinded.

Referring parties expressly understand and agree to:

- i. your use of the program is solely at your own risk; the program is provided "as is" and "as available," and TENA expressly disclaims all warranties, conditions, and terms (collectively, "promises") of any kind, whether express or implied by statute, common law.

G. Liability and Indemnification Limitations

Referrers expressly understand and agree that TENA (including any vendors and service providers associated with or assisting in the referral program's provision) shall not be liable to you for any direct, indirect, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits or goods.

To the fullest extent permitted by law, TENA's (including any vendors and service providers) maximum liability relating to the referral program shall not exceed ₱100, regardless of the cause of action (whether in contract, tort, breach of warranty, or otherwise).

Referring participants should use the program at their own risk.

V. Behaviour.

A. If a remedy to restore the referral program's integrity cannot be established following the occurrence of Prohibited Conduct (as defined below), TENA reserves the right to cancel, alter, or suspend the referral program.

B. Prohibited Behaviour in General

Referrers agree not to utilise the referral program for the following purposes:

- ii. Infringe on the law.
- iii. Infringe on TENA's or any third party's intellectual property rights.
- iv. stalk, harass, or hurt another person.
- v. Collect or save personal information about other Referrers.
- vi. Impersonate another individual or otherwise mislead the identity of the Referrer.
- vii. Interfere with, disrupt, or violate the Terms and Conditions or any servers or networks linked to the Program; or disobey any rules, procedures, policies, or regulations of such networks.
- viii. Interfere with the use of the Program by another Referrer.
- ix. Attempt to gain unauthorised access to the referral Program, other accounts, computer systems, or networks that are linked to the Program.
- x. Send any file containing viruses, worms, trojan horses, or other contaminating or harmful elements.
- xi. Engage in any illegal conduct or seek the participation in any criminal activity or any behaviour that violates the rights of others.
- xii. Resell, barter, trade, auction, or otherwise create cash by granting others access to the Program.

C. Distribution in Bulk ("Spam")

If a Referrer emails with a Personal Link to <https://theexcelnursingagency.org/become-referral-source/>, the email must be produced and disseminated appropriate and typical for contacts with clients, colleagues, and family members.

Bulk referrals, distribution to strangers, or any other promotion of a referral program that would make up or appear to make up unsolicited commercial email or "spam" in TENA's sole discretion is expressly prohibited and may cause the Referrer's participation in the Program being terminated immediately. Spam is not tolerated at TENA.

TENA is under no obligation to monitor the content given by Referrers; nonetheless, TENA may do so and block any email messages, remove any such content, or ban any use of the Program.

While TENA is the actual sender of the referral email, each Referrer is still required to follow all applicable laws. Referrers who violate the law, including antispam legislation, must indemnify TENA and all the Released Parties for any damages, fees, and expenses incurred because of the violation.

D. Suspicious and Fraudulent Behaviour

In TENA's sole discretion, TENA may prohibit a Referrer from participating in the referral program or receiving a bonus if TENA determines that such Referrer 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 practises with the intent to annoy, abuse, threaten, or harass any other Referrers or any TENA representatives.

Participation is strictly prohibited and will result in disqualification if any affiliate website, affiliate network properties, automated systems, script, or macro are used.

Referrers may not enter the Program or receive a reward/bonus using multiple or fictitious email addresses or accounts, fictitious identities, or any system, bot, or other device or artifice.

If TENA discovers a Referrer tampering with the entry process or the functioning of the referral Program, or otherwise violating these Terms and Conditions, TENA retains the right to disqualify that Referrer and/or cancel any Reward(s).

Caution: any attempt to deliberately damage or undermine the referral program's legitimate operation may violate criminal and civil laws and will cause disqualification from participation in the program. TENA reserves the right to seek remedies and damages (fully including lawyer's fees) of the law, including criminal prosecution, if such an attempt is made.

VI. Suggestions and Submissions

A. TENA values user feedback and encourages your feedback on the referral program. Please be aware that TENA does not accept or consider creative ideas, recommendations, inventions, or materials 'Creative Ideas' that are not specifically requested. While TENA appreciates your criticism on the referral program, please be precise and do not submit creative ideas. If you send TENA creative ideas notwithstanding this request, TENA:

- i. Shall not be bound by any confidentiality obligations and shall not be liable for the use or disclosure of any Creative Ideas; and
- ii. Shall have unfettered use of the Creative Ideas for any purpose, whatever, commercial or otherwise, without payment for you or any other person.

VII. Applicable Law, Arbitration, Class Waiver, and Judge Trial Waiver

A. All disputes, claims, and causes of action arising out of or related to the referral program or any reward in connection with the referral program or this agreement will be resolved under laws of the Federal Republic of Nigeria (without reference to its conflicts of laws principles).

B. Referrers and TENA agree to submit any disputes relating to the use of TENA's online platform or the referral program to personal and exclusive arbitration under the rules of the Federal Republic of Nigeria. Referrers agree not to litigate or bring any other claim against TENA in any other forum.

C. Referrers also recognise and accept that, in the event of a dispute with the Released Parties resulting from or related to their use of the referral program or this agreement:

- i. Referrers are waiving their right to any court trial; and
- ii. Referrers are waiving their right to serve as a representative, a private lawyer, or in any other representative capacity, or to take part as a member of a class of claimants, in any lawsuit relating to any such dispute.

VIII. General Definitions.

A. These terms make up the full agreement between Referrers and TENA regarding the referral program's use by Referrers. TENA's omission to exert or enforce any right or provision of these conditions shall not be construed as a waiver of such right or provision. If a court of competent jurisdiction rules that any provision of these terms is illegal, TENA and Referrers agree that the court should try to give effect to the intents expressed in the provision, and that the other sections of these terms will continue in full force and effect. The section titles in these terms are merely for convenience and have no legal or contractual significance. Any person who is not a party to these terms has no right to enforce or profit from any of these conditions.