



## Codero Rewards Program Terms & Conditions

This Customer Rewards Program ("Program") is open only to eligible and qualifying Codero customers with an account status in good standing.

### Eligibility:

- Eligibility to participate in this Program is limited to Codero customers in good standing (as more fully described below). Codero reserves the right to accept or reject customers in the exercise of its sole business judgment, including but not limited to customers who do not maintain one or more Qualifying Services (as defined below). Customers who participate in the Program are referred to as "Participants". At Codero's sole determination, customers whose accounts have one or more past due invoices or who have charged back or otherwise reversed one or more payments to Codero are not eligible to participate in the Program. Codero must approve each customer request to register as a Participant and Codero reserves the right to review customer status on a case-by-case basis.
- All Reward Points and Reward Redemptions will be made in the name of the Participant as indicated on the registration form.
- For consideration, an authorized contact for a Codero account must have registered a Codero account at <https://rewards.codero.com>. Participants must be registered and approved as a Participant prior to and before receiving any Reward Points. There may be a period of time between registration and approval, up to two (2) weeks, and during that time no Reward Points will be given for any orders or purchases. Once registered, the Membership Period begins and Participants are eligible to receive and accumulate Reward Points. The Membership Period is defined as the period of time between the Participant's acceptance into the Program until the Participant's membership is cancelled by the Participant or by Codero.
- Points cannot be earned for payments received prior to the Membership Period. However, after acceptance into the Program, points may be earned on all prior purchases and orders for qualifying services.
- Reward Points may not be transferred or sold including a prohibition on transfer or sale of Reward Points between or among Participants. Reward Points may only be redeemed for items in the Codero Rewards Catalog, may not be redeemed for cash, and may be subject to loss of redemption value at any time.
- Using the registration form, each Participant must be an individual or must designate one (1) representative of Participant for purposes of redemption and making and receiving necessary communication with Codero concerning the Program. Codero shall not be responsible for any errors in awarding Reward Points or errors and mistakes in the redemption or mis-redemption of any Reward Points, including redemption by a party other than the Participant.

This Program is void where prohibited or restricted by law. This Program may be discontinued at the discretion of Codero at any time for failure to comply with.

**Program Official Rules and conditions.** This Program may not be presented directly to all customers and customers not presented this offer by a Codero representative may request participation by completing the application form at <https://rewards.codero.com>.

### **Reward Points Calculation:**

For each qualifying service month during the Membership Period, the Participant will receive the corresponding Reward Points according to the service age, as defined as the number of whole calendar months since the qualifying service began:

1. Months 1-12: Two (2) Reward Points for each dollar (US) spent for service;
2. Months 13-24: Four (4) Reward Points for each dollar (US) spent for service;
3. Months 25-36: Six (6) Reward Points for each dollar (US) spent for service;
4. Months 37-48: Eight (8) Reward Points for each dollar (US) spent for service;
5. Months 49+: Ten (10) Reward Points for each dollar (US) spent for service.
6. In addition, Codero may, but is not obligated to, periodically offer contemporaneous incentive programs under which Participants may earn or purchase additional or bonus Reward Points.

Note: only payments towards qualifying services MRC earn points. All non-recurring charges, including but not limited to set-up fees, bandwidth overages, and other one-time fees do not earn points.

In any event, Codero shall be the sole judge of the qualifications of any Customer, Participant, purchase, calculation or redemption of Reward Points and shall be the sole judge, whose decision is final in all respects, as to any definitions, rules, rules interpretation, implementation, modification or termination of the Program.

Codero reserves the right in its sole discretion to disqualify any Participant at any time who, in Codero's opinion, has not complied with the Program requirements. Any attempt at fraud, submission of false or unsubstantiated or undocumented service may result in a Participant's total disqualification from the Program and forfeiture of any previous Reward Points. Returned purchases or requests for termination of service may also disqualify prior Reward Points.

### **Qualifying Services**

- Any active (not suspended or cancelled) service, including any upgrades or add-ons attached to the service, as shown in the customer's Service Portal Account under Current Services, which has a MRC value of at least \$50 US per month.
- MRC, or Monthly Recurring Charge, qualification is defined as, 1. The amount paid to Codero each month; or 2, The monthly share average of a payment made for a longer period of time. Either MRC basis may be used to qualify a service. Upgrades and add-ons during the Membership Period can be used to reach qualifying MRC levels. Set-up fees and other one-time charges do not count towards the MRC value.
- Multiple services which are not attached to each other cannot be combined for purposes of qualifying the services for the Program.

### **Qualifying Payments**

- Only payments made against qualifying services, using the following payment methods, count towards earning points:
  - Check drawn upon a US bank account

- Credit Card Payment (Visa, MasterCard, American Express, Discover)
- Wire Transfer
- PayPal payment
- Any portion of a payment made on a Qualifying Service by any method other than those listed above, including but not limited to account credits and coupons, will not count towards earning points.

#### **Pending Points**

- Upon receipt of a qualifying payment for a qualifying service, Participant shall receive the prescribed number of points as Pending Points.
- Pending Points have no redemption value.

#### **Earned Points**

- Pending Points become Earned Points one calendar month after they became Pending Points.
- Earned Points may be redeemed for rewards.

#### **Frozen Points**

- Points that were Earned Points but that are not available for redemption.
- Points become Frozen Points anytime the Participant has one or more past due invoices on their account, whether for qualifying services or not.
- Frozen Points will become Pending Points once all invoices on the account have been paid and the Participant's account is once again in good standing.

#### **Forfeited Points**

- Points that were once Pending Points, Earned Points or Frozen Points which are no longer available to the Participant.
- Forfeited Points are gone forever.
- Points become Forfeited Points when:
  - A chargeback or other payment reversal is received by Codero for any service, whether qualifying or not, ALL points are forfeited.
  - Customer no longer has any qualifying services active in their account.
  - Customer violates the Codero Terms of Service or any of the Dedicated Server Agreement or Managed Services Agreements, as found at <http://www.codero.com/legal/>
  - Customer cancels the Codero Rewards Program membership.

#### **General:**

- Reward Points may be redeemed only for products or services listed in the Rewards Catalog. The then current Reward Catalog can be found at <http://www.codero.com/company/codero-rewards/>. No substitution or cash redemption allowed except at discretion of the Codero. Codero reserves the right to discontinue, add to, or substitute items in the Rewards Catalog from time to time and at any time. Codero makes no representation as to the continuing availability of any item offered in the Rewards Catalog and specific types of items may be available only while supplies last. All gifts or products purchased with Reward Points are subject to the warranties and representations of the manufacturer or supplier and Codero assumes no liability under any warranty or representation made by any manufacturer or

supplier for any item purchased with Reward Points. Participants will be solely responsible for any taxes or other obligations associated with their participation in the Program.

- Reward Points will be awarded to the eligible Participant via the Participant's [ServerPortal.com](http://ServerPortal.com) account within 7 days of a qualifying purchase or as otherwise determined by Codero. If Reward Points are returned as undeliverable for any reason, if Participant is subsequently found to be ineligible, or declines to accept the Reward Points, the Participant, its accumulated Reward Points, or its attempted redemption of Reward Points may be disqualified in Codero's sole discretion. Participant may be asked but would not be required to execute a Publicity Release granting Codero the right to use the Participant's first name, hometown, images and likenesses for advertising, publicity and promotional purposes, including print, broadcast and on-line announcements, without further compensation but at no expense to the Participant.

### **Cancelling Membership**

Any Participant who desires to cancel membership may do so by submitting a ticket to the billing department in the Participant's [ServerPortal.com](http://ServerPortal.com) account. Upon receipt of the cancellation, membership to the program will be cancelled and all points will become forfeited.

### **OTHER RULES:**

- The Participant is responsible for all related local, state and federal taxes. Participant agrees as a condition to participation to accept and abide by the rules of the Program and agrees that any dispute with regard to the conduct of the Program shall be submitted to Codero, whose decision shall be binding and final. The Program is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.
- By participating, Participant agrees to release and hold harmless Codero, its divisions, affiliates, subsidiaries, officers, directors, employees, agents, and representatives from any injury, loss, or damage to person, including death, personal injury or loss or damage to property due in-whole or in-part, directly or indirectly to the acceptance or use/misuse of any item purchased as part of or through the Program and the Reward Points, participation in any Program-related activity, or participation in the Program. By participating, Participant also accepts and agrees to be bound by the rules and decisions of the Codero, which are final and binding. Codero is not responsible for any typographical or other error in the printing of this offer or administration of the Program. In no event shall any Participant claim a Points Reward singularly or in total in excess of the exact amounts herein and above described. Any disputes or causes of action arising out of the Program shall be resolved individually without resort to any form of group, combined, or class action.
- Codero reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Program in whole or in part should a cause or event beyond Codero's control affect the administration, mistake, fairness, proper conduct, or fraud of the Program making continuation or total value of the Program or any portion thereof as planned impossible or in excess of Program limits. Each Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Program, or any Reward Points or redemptions presented or claimed, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Kansas, (2) any and all claims, judgments, and award or compensation shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Program, but

in no event attorneys' fees; and (3) under no circumstances, will Participant be permitted to obtain award or compensation for, and Participant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these participation, offer, registration and claims criteria, or the rights and obligations of Participant and Codero in connection with the Program, shall be governed by, and construed in accordance with the laws of the State of Kansas, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of Kansas or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Kansas.