

## **1. Data Wise Services Pty Ltd Affiliate Agreement**

This agreement describes the terms and conditions for participation in the Data Wise Services Pty Ltd affiliate program. In this agreement, the term "Affiliate" refers to you (the applicant). In this agreement, Data Wise Services Pty Ltd refers to the product owner of AddressVerify Service.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE ADDRESSVERIFY.COM.AU AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **2. Modification**

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in the scope of available referral fees, fee schedules, payment procedures and Affiliate Program rules. If any of the modifications are UNACCEPTABLE TO YOU, your only recourse is to terminate this Agreement. If you CONTINUE PARTICIPATION IN THE PROGRAM, it will be considered as your acceptance of the change.

## **3. Enrollment**

To enroll in the affiliate program, you must submit an affiliate signup form and be approved.

The form can be accessed here – (<http://addressverify.com.au/signup/salesperson/> )

Applicants will be notified of their acceptance status as soon as possible after their information is reviewed.

## **4. Affiliate ID**

You will be issued a unique member ID and Promotion code once you become an approved member of the Data Wise Services Pty Ltd Affiliate Program which will be unique to you and you only, and will allow you to be paid for affiliate referrals.

## **5. Commissions**

Affiliates will receive 10% of the revenue as a commission from orders placed with the Affiliates correct Promo code.

For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the product ordered through the secure order system. Word of mouth referrals will not result in an affiliate commission being generated. Commissions will only be paid on sales that are made when the customer specifies the correct Promo code which is assigned to the Affiliate.

## **6. Payment**

Data Wise Services Pty Ltd pays affiliates via a Direct EFT payment. Affiliate should nominate a bank account for EFT payment. It is the responsibility of the Affiliate to provide accurate account details. Data Wise Services Pty Ltd shall not be responsible for payments made to a wrong account if that account was provided by the Affiliate.

Affiliate need to invoice Data Wise Services for the previous month's commission. Data Wise shall pay the Affiliate by EFT within 30 days of receiving the invoice to the nominated Bank account

## **7. Order Fulfillment**

Data Wise Services Pty Ltd will be solely responsible for processing every order placed by a customer via affiliate links. Affiliates are not authorized to collect payments. All affiliates understand and acknowledge that no physical products will be shipped.

Customers who purchase products and services through the Data Wise Services Pty Ltd Affiliate Program will be deemed to be customers of Data Wise Services Pty Ltd. Accordingly, all rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our policies and operating procedures at any time. Prices and availability of our products and services may vary from time to time. Data Wise Services Pty Ltd policies will always determine the price paid by the customer.

## **8. Qualifying Sites**

If you are representing a business that owns a website, Data Wise Services Pty Ltd reserves the right to refuse any site entry into the Data Wise Services Pty Ltd Affiliate Program based on site content. Sites that do not qualify for the Affiliate Program include sites which:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- List promo codes or discounts that were NOT officially provided to them by Data Wise. You may NOT promote coupon codes you may have found elsewhere online. Doing so can result in the termination of your affiliate account and withholding of affiliate payments for violating our affiliate agreement.
- Infringe or otherwise violate any copyright, trademark, or other intellectual property rights of Data Wise or any other site..

## 10. Prohibited Usage

The following cases prohibited and are grounds for [immediate termination](#) of the affiliate account.

- Affiliates MAY NOT use the Data Wise Services Pty Ltd logo, logo marks or other Data Wise Services Pty Ltd website/branding imagery in a header graphic or in any ways as to indicate they are officially affiliated or partnered with Data Wise Services Pty Ltd
- Affiliates MAY NOT use the term "Data Wise Services Pty Ltd" in ANY variation in their site URL.
- Affiliates MAY NOT promote Promo codes that were not provided to them personally by Data Wise. Want to promote a coupon? Contact us and we can work with you. You may NOT promote coupon codes you may have found elsewhere online. Doing so can result in the termination of your affiliate account and withholding of affiliate payments for violating our affiliate agreement.

## 11. Data Wise Services Pty Ltd Anti-Spam Policy

Data Wise Services Pty Ltd strictly prohibits affiliates from using spam e-mail and other forms of Internet abuse (including spamming forums, blogs, twitter, facebook and other social media outlets) to seek sales. Spam is defined as including, but not limited to, the following:

- Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt in subscription;
- Messages posted to Usenet, forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules. Be conscious of forum rules! If a forum owner or moderator complains that an affiliate has spammed, the affiliate account may be permanently terminated after investigation.
- Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner.
- Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;
- Certain off-line activities that, while not considered Spam, are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

Data Wise Services Pty Ltd, may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

- Account Termination: Upon the receipt of a credible complaint, the Data Wise Services Pty Ltd Affiliate Program manager may investigate the complaint, and if necessary, will then terminate the affiliate account of the individual implicated in the abuse. Termination results in the immediate closure of the member and affiliate account, the loss of all referrals, and the forfeiture of any unpaid money on account. At Data Wise Services Pty

Ltd discretion, termination may not only result in being banned from the affiliate program, but also being banned from ANY other internal affiliate programs.

If you wish to report a violation of our Anti-Spam Policy, please forward all relevant evidence to our customer service department at [affiliate@addressverify.com.au](mailto:affiliate@addressverify.com.au)

## **12. Relationship of Parties**

Affiliates are independent contractors, and nothing in this Agreement will create any partnership, joint venture, franchise or employment relationship between the parties. Affiliates have no authority to make or accept any offers or representations on our behalf. Affiliates will not make any statement, whether on their sites or otherwise, that reasonably would contradict this statement.

## **13. Term and Termination**

The term of this Agreement will begin when you accept and will end when terminated by either party. Either Data Wise Services Pty Ltd or the affiliate may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate's Web Site, all links to the Data Wise Services Pty Ltd websites, and all Data Wise Services Pty Ltd trademarks and logos, other Data Wise Services Pty Ltd marks and all other materials provided in connection with this program.

## **14. Limitation of Liability**

Data Wise Services Pty Ltd will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, expenditures or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to the affiliate under to this Agreement.

## **15. Disclaimers**

We make no express or implied warranties or representations with respect to the Affiliate Program or an affiliate's potential to earn income from the Affiliate Program. In addition, we make no representation that the operation of the websites or the Affiliate links will be uninterrupted or error-free, and Data Wise Services Pty Ltd will not be liable for the consequences of any interruptions or errors.

## **16. Indemnification**

You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the

foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, or (iii) any claim related to Your site, including, without limitation, its development, operation, maintenance and content therein not attributable to Us.

## **17. Confidentiality**

Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, technical, functional, business and financial information, AddressVerify.com.au.com and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process.

## **18. Miscellaneous**

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

By signing up with the Data Wise Services Pty Ltd Affiliate Program, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.