

Part G – Affiliate Program

1. About this Part

This Part G applies if you participate in our Affiliate Program.

You agree that your ongoing participation in, and our continued offering of, the Affiliate Program is not guaranteed, and we reserve the right to cancel, terminate, modify, or suspend the Affiliate Program, either in whole or in part. We will endeavour to provide 30 days' notice to you of any changes to our Affiliate Program, where practicable.

For the purposes of this Part, a **"Referred Customer"** means a third party who:

- is referred to us by you;
- is not already directly or indirectly a customer of us or our Related Bodies Corporate (as determined by us); and
- is not a Related body Corporate of you.

2. Eligibility for Participation

To be able to participate in the Affiliate Program:

- (a) you must be a current Customer of ours; and
- (b) you must not have any overdue Bills owing to us.

3. How to participate

(a) You must send your referral URL to Referred Customers. You can find your referral URL in the dashboard.

(b) If the Referred Customer:

- i. clicks your referral URL; and
- ii. within 6 months of the date of them clicking your referral URL, enters into a binding agreement with us for the provision of our services to them; and
- iii. subsequently incurs charges greater than AUD \$100, then you will be eligible to receive a referral payment calculated at between 5% and 20% of all Messaging Fees paid by the Referred Customer (Referral Payment). The Referral Payment is determined at our sole discretion and is calculated by us by considering certain factors including but not limited to the Referred Customer's country of domicile or incorporation, countries being sent to or from and any applicable pricing or Third-Party Charges.

(c)

Where a Referred Customer does not follow the process set out in clause 3(b) we may, at our sole discretion, manually verify a referral.

(d) The timing of any Referral Payments made by us to you shall be at our discretion but will typically occur monthly.

4. Rules for participation

(a) Referral Payments in respect of a Referred Customer may only accrue for a period of 24 months commencing on the date the Referred Customer enters into a binding agreement with us in accordance with clause 3(b)(ii), regardless of when the eligibility criteria in clause 3(b) are satisfied. Referral Payments will only become payable once the eligibility criteria in clause 3(b), including the requirement for the Referred Customer to incur charges greater than AUD \$100, are met.

(b) You are responsible for paying any applicable Taxes and any and all other costs and expenses associated with your participation in the Affiliate Program.

(c) We reserve the right to substitute a Referral Payment with a credit towards the Services of equal or greater value for any reason determined by us.

(d) Your business is an independent business. Accordingly:

- i. you are not, and must not, under any circumstances hold yourself out as our agent, associate, or affiliate;
- ii. you must not represent that we are in any way the owner or operator of your business;
- iii. your acts or omissions do not bind us; and
- iv. your Customer Contract does not constitute either you or us as a joint venturer, partner, agent, employee or fiduciary of the other.

(e) We reserve the right, at our sole discretion, to disqualify any referral that is fraudulent, self-referred, duplicated, made in bad faith, or artificially generated. No Referral Payments will be payable in respect of a disqualified referral.

(f) For the avoidance of doubt, no Referral Payment will be payable in respect of a Referred Customer who is subject to a separate pricing agreement, discount, or other commercial arrangement that deviates from our standard Price List.

5. Release

(a) We shall not be liable if the Affiliate Program becomes unavailable or cannot be fulfilled.

(b) By participating in this Affiliate Program, you release us from and against any claim or cause of action, damages and all liability with respect to or in any way arising from this Affiliate Program, including for any failure or delay of receipt or processing of referral URLs.