

Part G – Referral Program

1. About this Part

This Part G applies if you participate in our Referral Program. You agree that your ongoing participation (and our offering of) our Referral Program is not guaranteed, and we reserve the right to cancel, terminate, modify, or suspend the Referral Program, either in whole or in part. We will endeavour to provide 30 days' notice to you of any changes to our Referral Program, where practicable.

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

- is referred to us by you; and
- 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 Referral 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 with standard pricing from our Price List; and
 - iii. subsequently incurs Charges of great than \$100,then you will be eligible to receive a referral payment, equal to the amount of 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 taking into account 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 to be made by us to you shall be at our discretion but will typically occur monthly.
- (e) For the avoidance of doubt, no Referral Payment is payable by us in respect of any Referred Customer where such customer is subject to a separate pricing agreement, discount, or other commercial arrangement that deviates from our standard Price List.

4. Rules for participation

- (a) Your participation in the Referral Program is limited to a maximum cumulative amount of 24 months from our payment of your first Referral Payment, unless otherwise agreed in writing by us.
- (b) You are responsible for paying any applicable Taxes and any and all other costs and expenses associated with your participation in the Referral Program.
- (c) We reserve the right to substitute a Referral Payment with a credit towards the Services of equal or greater value for any reasons as determined by us.
- (d) Your business is an independent business. Accordingly:

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- i. you are not, and must not (in 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.

5. Release

- (a) We shall not be liable if the Referral Program becomes unavailable or cannot be fulfilled.
- (b) By participating in this Referral 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 Referral Program including for any failure or delay of receipt or processing of referral URLs.