

Refer & Earn Referral Program | Terms and Conditions

Last Updated: 28th September 2021

These terms and conditions ("T&Cs") set out the terms on which you ("You" or "Your") will refer potential clients expensemanager Software Pty Ltd. ABN 73 002 087 489 ("expensemanager", the "Software" or "We").

expensemanager provides expense management software, invoice processing, applications and other related financial tools and services. These offerings are provided by expensemanager through the website www.expense-manager.com and/or related websites (collectively the "Site") and, together with any related software, tools and services provided in connection with the Application for Site, the "expensemanager Service". These offerings are available only for business or commercial use.

1. Interpretation

In these T&Cs, the following definitions will apply:

"*Business Day*" means a day (other than a Saturday, Sunday or public holiday) on which financial institutes are open for business in Sydney, Australia.

"*Dispute*" means any dispute, controversy or claim arising out of or relating to these T&Cs, including as to whether the Eligible Client was referred to Us by You or whether you complied with these T&Cs.

"*Eligible Client*" means an individual or entity that:

- (a) is introduced by You to Us through our online referral form;
- (b) as a result of the referral, either:
 - (i) purchases a Product from Us; or
 - (ii) subscribes to a Product for at least twelve (12) consecutive months; and
- (c) pays Us the full amount of the relevant Subscription Fee or Licence Fee for the Products; but does not include:

- (d) You or a Related Party; or
- (e) any of Our former or current clients at the time of the referral.

"GST" has the meaning set out in the A New Tax System (Goods and Services) Tax Act 1999

"Licence Fee" means the first amount payable by the Eligible Client under the purchase agreement for the relevant Product.

"Subscription Fee" means the equivalent of one month's subscription fee payable by the Eligible Client for the relevant Product, averaged over the first twelve (12) months of the subscription

"Related Party" means:

- (a) Your reseller, agents and contractors;
- (b) any spouse, partner, parent, sibling or child of You, or any of those persons' spouses, partners, siblings or children;
- (c) any person You owe a fiduciary duty to, such as a beneficiary under a trust or a client of Your business; or
- (d) any person employed by You or Your employer;

2. Acceptance

You will be deemed to have accepted these T&Cs, and they will be taken to apply in respect of any successful referral, if you:

- (a) submit a referral to Us on Our website; or
- (b) after being provided with a copy of these T&Cs, provide Us with the contact details of person who you believe may be interested in one or more of our Products.

3. Referrer Fee for the Products

- (a) We will provide you a fee ("Referral Fee") for each Eligible Client you refer to

- (b) Payment of the Referral Fee will be conditional on:
 - (i) you complying with the Sales Process set out in Clause 4 below;
 - (ii) there being no conflict of interest between You and the Client relating to the payment of the Referrer Fee;
 - (iii) if You are required by legislation to notify the Eligible Client that you will be paid the Referrer Fee by Us, you making that requisite disclosure; and
 - (iv) there being no Dispute the subject of the dispute resolution procedures in Clause 6 below.

- (c) The Referral Incentive Amount will be:
 - (i) \$100 on a gift card that can be spent at leader retailers; or
 - (ii) \$100 reduced from an upcoming invoice

4. Sales Process and Lodgement of Claim Form

- (a) On introduction of the potential client to Us, We will contact that person in a timely manner to encourage the purchase of or subscription to Our Products;
- (b) In the interests of transparency, We will disclose this referral to the potential client and confirm their consent to contact by Us. By accepting these T&Cs, You accept and consent to Us disclosing the details of this referral to the potential client, including your identity.
- (c) Within 14 days of Us receiving full payment of the Licence Fee or Subscription Fee from an Eligible Client, We will advise you and will send the details of the Referrer Fee payable to you.
- (d) Within 14 days of being notified of the successfully signed referral, You must provide details regarding how the referral fee will be used either via gift card or reduction on invoice
- (e) Within 30 days of Us receiving your notification, the Referrer Fee will be provided to you either through the choice of a gift card or reduction on invoice to the amount of \$100

5. Relationship

- (a) The relationship created between the parties is one of independent contractors.
- (b) Nothing in these T&Cs is deemed to create any partnership, joint venture, agency, or employment relationship between You and Us. Partnerships request must go directly through our Partnership Manager.
- (c) You will not make any representations to any person or purport to bind Us in any manner without Our prior written consent to do so and you will not engage in any false or misleading conduct in referring a potential client to Us.
- (d) You will not have to undergo any accreditation process; or pay an accreditation fee to make a referral to Us.

6. Dispute Resolution

- (a) If either party to these T&Cs believes in good faith that a Dispute has arisen under these T&Cs, including as to whether the Eligible Client was referred to Us by You, that party may serve a notice upon the other party (a "Dispute Notice") requiring it to follow this procedure and nominating a representative of that party with authority to settle the Dispute'
- (b) Within 7 days of receiving the notice, the party receiving the Dispute Notice must serve a notice on the other party (a "Reply Notice"), nominating a representative with authority to settle the dispute.
- (c) The representatives of each party will meet within 7 days of the receipt of the Reply Notice and will use their best endeavours to resolve the Dispute.

7. General Rights and Obligations

- (a) By accepting these T&Cs, You warrant that:
 - (i) You have informed the potential client of your intention to refer them to Us; and
 - (ii) they have informed you that they will accept this referral.

- (b) You must only use information regarding the Products including but not limited to, information about the prices for the Products, client contacts, financial information of any kind about Us, details of the Products in any medium and know-how of any kind provided to You by Us (“Confidential Information”) and on termination of Your appointment, you will return all Confidential Information to Us.
- (c) These T&Cs may be terminated by You or Us on 30 days’ notice in writing to Us.
- (d) These T&Cs set out the entire agreement in relation to referrals by You to Us, and supersede all prior written or oral agreements or undertakings regarding that subject matter.
- (e) You may not assign any rights or obligations under these T&Cs without Our prior written consent.
- (f) To the extent permitted by law, You indemnify Us and keep Us indemnified against any loss, damage, costs or expenses (including legal expenses on a solicitor and own client basis) arising out of, or in connection with:
 - (i) any breach of these T&Cs by you, your contractors, agents or employees;
or
 - (ii) any act or omission by You in referring the potential client to Us or accepting the Referrer Fee;
- (g) These T&Cs are governed by the laws of New South Wales, Australia, and the parties agree to submit to the non- exclusive jurisdiction of its courts