



AFFILIATE AGREEMENT TERMS

Version Date: 1 January 2023

These terms govern the affiliate relationship between you (**Affiliate**) and **Tradie Terms®**, a trading name of **SCW Consulting Limited** a company incorporated in New Zealand under company number 7659640, (referred to as **we**, **our** or **us**, in respect of the Tradie Terms affiliate referral programme (**Affiliate Program**)).

These terms take effect from the date we confirm you are accepted as an Affiliate and continues until you inform us you wish to cease being an Affiliate.

1. GLOSSARY

Confidential Information Means all confidential information, non-public or proprietary information, including intellectual property, technical, commercial, financial or other information, exchanged between either one of us or known to either one of us before, on, or after the date any one or more of the Goods and Services commences.

Affiliate or You Means an affiliate partner who has registered to work with Tradie Terms to refer clients to purchase Services from us.

Information Content Means any online or electronically published information that is included within any Tradie Terms® Materials, available online, issued directly and which is free to download, view or browse and includes:

- Help Sheets
- Handouts
- Recordings, videos, audio files
- Blogs

Intellectual Property means intellectual property owned by us, including, without limitation, trademarks, copyrights, proprietary information, commentary, drafting style of clauses (including individual clauses) as well as the business name, logo, all designs, text, videos, audio files, graphics and other files.

Tradie Terms® Materials Means any materials supplied by us to you and your Referral in connection with our Services and includes, without limitation, the following:

- Templates (including without limitation terms of trade templates, legal templates, tender templates and business templates)
- Workbooks
- Any other materials or outputs supplied in connection with the Services.

Working Day Means a day on which banks are ordinarily open and excludes a Saturday, a Sunday or a public holiday. Any other reference to a 'day' shall mean a calendar day.

2. REFERRAL PROCESS

This section sets out how to get set up as an Affiliate and how to make your Referrals to us.

2.1 Affiliate to Refer The Affiliate shall refer any prospective clients to Tradie Terms via email to info@tradieterms.com.

2.2 Referral Options The Affiliate may elect to sign up for one of the referral options below:

- **Option A: Affiliate Fee** An affiliate fee of 10% of a Qualifying Sale is payable to the Affiliate; or
- **Option B: Affiliate Discount** An affiliate discount of 10% is applied to a Qualifying Sale.

To avoid doubt, an Affiliate may select **only one** of the options above at the time of signing up.

You may change to an alternative option at any time by emailing us at support@tradieterms.com

2.3 Referral Details The Affiliate shall include the following in a referral email:

- Referral Contact Name
- Referral Contact Phone Number
- Referral business type

2.4 No Obligation The Affiliate is under no obligation to refer clients to Tradie Terms and does so at its own discretion.

2.5 No Referral Limits There is no limit to the number of Referrals that can made by an Affiliate.

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3. QUALIFYING SALES REFERRALS

This section explains what type of sales will be eligible for an Affiliate Fee or an Affiliate Discount.

3.1 Qualifying Sales The following are qualifying sales and exclude GST on sale amounts:

- **Quoted Templates** meaning a template kit purchased following a quote issued directly to a Referral.; and
- **Website Templates** meaning a template kit purchased directly from our website using a Referrer Code.

3.2 Excluded Sales The following services shall not qualify for an Affiliate Fee or Affiliate Discount due to the custom nature of these services:

- **Custom services** meaning any one-to-one coaching, training, tender consulting or advisory services offered to a Referral in addition to or after a Qualifying Sale; and
- **Regional Business Partner services** meaning any service extended to a Referral subject to the terms of the [Regional Business Partner](#) network (NB: applies to New Zealand only).

4. AFFILIATE FEE

This section sets out how we will pay you your Affiliate Fee where you selected Option A: Affiliate Fee.

4.1 Affiliate Fee If a Referral is accepted by Tradie Terms and a purchase is successful, the affiliate shall be entitled to invoice Tradie Terms for commission of 10% of the qualifying sale.

4.2 Affiliate Fee Invoicing Process The following shall apply:

- Qualifying sale is completed successfully; and
- Tradie Terms confirms sale to Affiliate via email; and
- Affiliate issues invoice to Tradie Terms for 10% of qualifying sale; and
- Tradie Terms pays affiliate fee on 20th of month.

4.3. Cap on Affiliate Fee Tradie Terms is only liable to pay **one Affiliate Fee** per Qualifying Sale subject to a maximum cap of **\$300** per Qualifying Sale.

5. AFFILIATE DISCOUNT

This section sets out how we will apply a discount to your Referral where you selected Option B: Affiliate Discount.

5.1 Affiliate Discount If a Referral is accepted by Tradie Terms and a purchase is successful, the Referral shall be entitled to a discount of 10% off the Qualifying Sale.

5.3. Cap on Affiliate Discount Tradie Terms is only liable to extend **one Affiliate Discount** per Qualifying Sale subject to a maximum cap of **\$300** per Qualifying Sale.

6. NO EXCLUSIVITY

This section explains who we can each work with to help our trades and services sector to access the help they need.

6.1 No Exclusive Commitment Neither an Affiliate nor Tradie Terms is committed or bound to work exclusively with the other regarding referrals.

6.2 Member Organisations Where the Affiliate is a member organisation, any Referral Program benefits extended by Tradie Terms shall not be exclusive to that member organisation and may be offered to other organisations in substantially the same member sector.

7. REFERRAL REPRESENTATIONS

This section helps you to understand what to explain to your clients the nature of the Services offered by Tradie Terms.

7.1 Tradie Terms® is not a law firm You acknowledge and accept that we are not a law firm and no solicitor-client relationship is formed when a Referral purchases our contract templates or accepts any consulting or training services from us.

7.2 An Affiliate agrees not to:

- Refer to Tradie Terms as a law firm in any marketing, social media posts or correspondence with a Referral; and



- Make representations that Tradie Terms can assist with legal advice, legal defence or any legal dispute services.

8. RESTRICTIONS ON USE OF TRADIE TERMS® MATERIALS

As you know, Tradie Terms® Materials contain intellectual property owned by us. We need to protect this so we can keep helping our trades and services sector.

This section sets out key reminders about what you can, and cannot, do with our Tradie Terms® Materials.

8.1 Handling of Tradie Terms® Materials Where an Affiliate is requested by a Referral to download, access or view our Tradie Terms® Materials, we grant you an exclusive, one-time only, revocable license to use the Tradie Terms® Materials for you **to use such materials for the sole purpose of uploading, configuring and implementing such materials for your Referral client's business use only.**

8.2 Prohibition on Sharing An Affiliate is not permitted to share, or re-use Tradie Terms® Materials for any other client, even where such client is in the same industry sector as a previous Referral under any circumstances. We reserve the right, in our sole discretion, to accept or refuse to provide the Tradie Terms® Materials to you where we consider there is a risk of breach of this clause. In that event, a refund for the purchase price will be made to your Referral and no Affiliate Fee shall be payable.

8.3 No Commercial Use No Tradie Terms® Materials may be copied, reproduced, transmitted electronically or otherwise used in any way in whole or in part for the purpose of commercial gain by you or any third party.

8.4 Audits regarding infringement We reserve all rights, from time to time and at our sole discretion, to perform online audits using available third-party technology and search tools to establish if any breach of these terms and infringement of our intellectual property rights has occurred. This is subject to applicable privacy and cyber security

laws which we shall not breach in the performance of such audits.

8.5 No Transfer of Rights Your use of, purchase by a Referral or download of any Tradie Terms® Materials and access to any Information Content does not grant or transfer any rights, title or interest to you in relation to Tradie Terms® Materials or any Information Content.

8.6 No Infringement by You Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, sell, create derivative works of, enhance or in any way exploit any of the Tradie Terms® Materials or Information Content in any manner.

8.7 No Removal of Copyright Notices You shall not remove any copyright notice from any of the Tradie Terms® Materials or Information Content. Doing so may infringe on our intellectual property rights.

8.8 Competitors Prohibited You are expressly prohibited from sharing the Tradie Terms® Materials, in any way that competes with our business.

8.9 Indemnity for breach If you breach these Intellectual Property terms, we will hold you responsible for any loss, damage or expense, however arising, whether direct or indirect and/or whether present, unascertained, future or contingent we suffer, and hold you accountable for any profits that you may make from non-permitted use.

9. CONFIDENTIALITY

This section explains how we will handle each other's' confidential information and any information you share about a Referral for the purposes of our Services.

9.1 How we will treat confidential information We agree to treat as confidential, all Confidential Information exchanged in the course of providing our Tradie Terms® Materials to you or a Referral.

9.2 Neither party will disclose confidential information Neither of us may disclose any

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Confidential Information of the other party or that of a Referral to a third party with the exception of information:

- which is in or becomes part of the public domain (unless it has entered the public domain by breach of this clause); or
- which is required to be disclosed by law; or
- which is disclosed to a third party with the written consent of the party to whom the information belongs.

9.3 Confidentiality continues Our duty of confidentiality to each other is ongoing and continues after the completion of any Services.

10. WARRANTIES AND DISCLAIMERS

This section helps you to understand what we can (and cannot) promise.

10.1 Exclusion of our Liability To the extent permitted by law, all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose of the Tradie Terms® Materials and Services.

10.2 No Guaranteed Outcomes Whilst we can project an average outcome based on our experience by applying any general advice contained in our Information Content, any outcome is indicative only and is not guaranteed.

10.3 No liability for Losses We will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind to you or a Referral, including loss of opportunity, profit or otherwise suffered or incurred by you in connection with any purchase of the Tradie Terms® Materials or use of the Information Content.

10.4 Remedies if we are Liable If any legislation implies any condition or warranty and we cannot rely on the clauses above, then to the extent permitted by law our liability for breach of all such conditions or warranties will be solely limited to a refund of the fees paid by a Referral and related Affiliate Fee to you for the Tradie Terms® Materials to which our breach relates. **We are not liable to re-perform or re-offer the Tradie Terms® Materials unless expressly agreed.**

11. INDEMNITY

This section reflects how important we take our confidentiality obligations and how important our IP rights are to us.

11.1 Indemnity from you to us To the maximum extent permitted by law, you agree to indemnify us, and hold us and our related entities, affiliates, officers, agents and employees harmless, against any loss, liability, claim or demand (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising from any violation of these Terms **in connection with clause 8 (Restrictions on Use of Tradie Terms® Materials) and Clause 9 (Confidentiality).**

11.2 Indemnity continues This indemnity is a continuing obligation, independent from the other obligation under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any liability before enforcing a right of indemnity under these Terms.

12. DISPUTE RESOLUTION

We hope things don't go pear-shaped. If they do, here is a really simple process to ensure we resolve any issues between us.

12.1 When this Section Applies The parties agree that any dispute, controversy, or claim arising between the parties out of or in connection with these Terms, or in relation to any question regarding the existence, breach, termination, or invalidity (**Dispute**) will only be resolved by following the process described in this section.

12.2 Send a Dispute Notice Where a Dispute arises, either party may give notice to the other (by email) to set out the details of the Dispute (**Dispute Notice**).

12.3 Confirm Receipt The party who receives a Dispute Notice (**Recipient**) must acknowledge receipt of it within **forty-eight (48) hours**.

12.4 Consult to Resolve Both parties will promptly attempt to resolve the Dispute by consultation and discussion at the lowest practicable level of escalation first. It must then include more senior

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management if the Dispute cannot be resolved (if senior management is available).

12.5 Where a Resolution Cannot Be Found

Where the parties cannot agree to resolve the Dispute between themselves, they can use a third-party forum to assist.

12.6 Parties Can use Mediation If the Dispute is not resolved within **ten (10) Working Days** (or any longer period agreed by the parties) of receipt of the Dispute Notice by the Recipient, either party may submit the dispute to be resolved by mediation by giving notice to the other party. This notice must be in writing by email or registered letter only and must be addressed to the other party.

12.7 Location of Mediation The mediation will be conducted before a single mediator at a location to be agreed by the parties, on the terms of the Resolution Institute Standard Mediation Agreement (NZ version). The mediator will be agreed between the parties or, failing agreement, within **five (5) Working Days** of receipt of a Dispute Notice, appointed by the Chair for the time being of the Resolution Institute or his/her nominee.

12.8 Services to Suspend We will suspend performance of the Services under these Terms until the Dispute has been resolved.

12.9 Interlocutory Relief Permitted Nothing in this section will prevent either party from seeking urgent interim relief from a court of competent jurisdiction.

12.10 Deemed Notice Any written notice given under these Terms shall be deemed to have been given and received as follows:

- by handing the notice to the other party in person; or
- by leaving it at the registered address of the other party as stated in these Terms; or
- by sending it by registered post to the address of the other party as stated in these Terms; or
- if sent by email, to the other party's last known email address.

13. TESTIMONIALS AND REVIEWS

We love testimonials and reviews! This sets out when we will get your permission and when we can share your (hopefully!) glowing reviews on our socials.

13.1 We can re-post reviews you leave Where you leave us a review, you accept and acknowledge that we may pre-post, copy or repurpose this for our marketing and promotional purposes.

13.2 Testimonials Where you consent to supply us with a testimonial (thank you in advance!), you are granting us permission to publish this, including your image, name, business name and logo across any social media channels or printed materials that we choose to use.

14. MISCELLANEOUS

This section covers the important clauses about how this contract operates.

14.1 Law The contract created under these Terms are governed by the laws of New Zealand even where you are an Affiliate based in Australia.

14.2 Jurisdiction You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New Zealand and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

14.1 Severability If and to the extent any provision or part of a provision is illegal or unenforceable, such provision or part of a provision will be severed from the contract formed under these Terms and will not affect the continued operation of the remaining provisions of the contract under these Terms.

14.2 No Assignment You will not assign or otherwise transfer your rights or obligations under these Terms (for example where you sell your Affiliate business) without our express consent.

14.3 Signing Not Required It is not necessary for the agreement created under these to be signed. You are bound by these Terms when you make a Referral to us.



14.4 Electronic Acceptance The parties agree that any legal requirement may be met by using electronic means in accordance with the Contract and Commercial Law Act 2017. In this clause the term “legal requirement” has the meaning given to it by section 219(2) of the Contract and Commercial Law Act 2017.

**Thank you for choosing to partner with us.
We look forward to working with you to help our
trades and services sector to get protected and
professional with Terms of Trade!**

End of Terms