



Affiliate Terms and Conditions for Rewards Drama

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

By submitting an application, you are agreeing to be bound by the terms and conditions below. These terms and conditions form the "Agreement".

The Agreement is a legally enforceable contract between REWARDS DRAMA ("we" "our" or "us") and "you", the company or person named in the application. If you do not want to be bound by the Agreement, please do not submit an application.

1. Joining the Network

1.1 We operate an affiliate marketing network (the "Network"), which enables promoters like you ("Affiliates") to promote Rewards Drama and their products and services in return for a commission.

1.2 No paid access is required for participation in Rewards Drama. Only Affiliates who have successfully completed the Rewards Drama Affiliate Signup process found on the Site may participate or use Rewards Drama and the Site.

1.3 Access to Rewards Drama is automatically granted if your details do not match those accumulated in a global black list database. The network will use your IP address, email address and possibly your username against the global blacklist. Any Affiliate applying for an account with a free or disposable email address will be subject to a manual approval by Rewards Drama administrators.

1.4 If your application is accepted, you will become an Affiliate. If your application is rejected, the Agreement will terminate immediately.

2. Account Usage

2.1 As an Affiliate, you can participate in the Network and promote Rewards Drama and their products and services.

2.2 As an Affiliate, you will be given access to promotional materials of Rewards Drama. As long as you comply with the terms of this Agreement, you can place the Materials wherever you like on your website, appropriate public forums and social media sites. The definition of appropriate public forums and social media sites is entirely at the discretion of Rewards Drama.

2.3 Rewards Drama prohibits the use of this Site by Affiliates who operate websites containing pornographic, racist or illegal content. The definition of pornographic, racist or illegal content is entirely at the discretion of Rewards Drama.

- 2.4 Rewards Drama does not support the advertising or placement of advertisements on any sites connected with racist or illegal content.
- 2.5 Rewards Drama will at all times attempt to monitor any misuse. Rewards Drama operates in full compliance with the CAN-SPAM Act of 2003 and requires its Affiliates to also comply.
- 2.6 Rewards Drama may deactivate your account if you have sent spam or engaged in any unsolicited promotional activities.
- 2.7 Affiliates must abide by the Terms and Conditions at all times while conducting any form of promotion or advertising relationship for Rewards Drama.
- 2.8 Rewards Drama reserves the right to remove accounts that have remained unverified since creation or have not been accessed in up to 12 months.
- 2.9 You must notify us if your website is no longer active or if your website becomes owned by someone else.
- 2.10 You must notify us immediately if you become aware, or suspect, any abuses or potential abuses of the Network.

3. Affiliate Commissions and Payment

- 3.1 Rewards Drama is free to decide how much commission they will pay for each validated Transaction.
- 3.2 If you are due to be paid commissions; Rewards Drama will endeavour to pay any commissions owed to you within 7 - 30 days of receipt of your invoice and with respect to any payments owed to us by the client. If a client does not pay or has not paid us what it owes, we do not have to pay those commissions to you until we are paid by the client.
- 3.3 Commission will be paid to you in Australian Dollars (AUD), irrespective of the reported currency from the client. You accept any currency conversion calculation that takes place is accurate and may include third party processing fees.
- 3.4 If a previously sent payment is rejected by an Affiliate or unclaimed and requires to be resent using any one of the payment methods, a AU\$15.00 'repeat reprocessing' administration handling fee will be charged to the Affiliate and deducted from the commission payment amount. Any costs incurred or associated with return of a payment will be deducted from the commission payment amount.
- 3.5 If we suspect you have generated commissions in breach of this Agreement you will, by way of future assignment, assign to us all of your rights and ownership in those commissions. This includes any commissions you have already been paid, which you will repay to us when we ask.
- 3.6 If we cannot get in contact with you using the contact details set out in your application or account settings, and we cannot pay you commissions because you have provided incomplete or incorrect payment information, you waive your right to be paid those commissions and you assign (way of future assignment) all of your rights and ownership in any commissions which we are holding to your account.
- 3.7 If we are late paying your commissions, you cannot terminate this Agreement on the basis that the delay constitutes a breach of this Agreement.
- 3.8 You will not receive any interest on commissions paid late.

4. Billing

- 4.1 You must notify us immediately or update your account details accordingly if you:
- a) no longer have an active ABN;
 - b) have changed or updated your GST status;
 - b) transfer your business as a going concern; or
 - c) become registered under another ABN

5. Revenue Share Agreement

Subject to this Agreement and its terms, Rewards Drama hereby grants to Publisher a free, non-exclusive, non-transferable and revocable license to market and distribute the Rewards Drama Service to Qualified Referrals, and to use the Rewards Drama trademarks, logos and URLs provided by Rewards Drama.

"Qualified Referrals" mean Referrals referred by Publisher to Rewards Drama and who complete the sign-up procedure or are referred to a member of sales staff and of whom Rewards Drama has no record in connection with the Rewards Drama Service, or who are not, at the time referred to Rewards Drama by Publisher, in any contractual relations or ongoing negotiations with Rewards Drama in connection with the Rewards Drama Service; who accept the Terms and acquire within thirty (30) days of being referred to Rewards Drama by Publisher, at a Referral's own discretion and without receiving any monetary or other incentive from Publisher, any of the Rewards Drama Online Coaching Packages; and who are not rejected by Rewards Drama, and make at least one payment to receive the Rewards Drama Service. All Referrals will be deemed rejected by Rewards Drama if they do not become a Qualified Referral within one hundred (30) days of first being submitted to Rewards Drama by Publisher. On a case by case basis, the Parties may mutually agree in writing (email sufficing) to waive or extend the one hundred (30) day time limit for a particular Referral.

6. Affiliate Termination

6.1 Rewards Drama prohibits the use of adware software. Such websites, programs and users of adware software may not join Rewards Drama.

6.1.1 Rewards Drama reserves the right to refuse payment and terminate any such Affiliate account that Rewards Drama deems to be of such nature. The definition of adware software is entirely at the discretion of Rewards Drama.

6.2 Rewards Drama reserves the right to terminate an affiliate and not pay the accrued balance where the affiliate has been deemed to breach this Agreement.

6.3 Rewards Drama, in its sole discretion, may disqualify an Affiliate from participation in the use of any or all portions of the Site if such Affiliate engages in any conduct that Rewards Drama deems to be illegal, improper, unfair or otherwise adverse to the operation of the Site or detrimental to other users of the Site. Such improper conduct includes, but is not limited to:

- a) falsifying personal information required during account creation;
- b) sending spam emails;
- c) accumulating earnings or falsifying Merchant program expenditure through methods such as programming techniques or falsified information;
- d) intentionally trying to defraud or otherwise tamper with the computer programs or Member information comprising the Site

6.4 Rewards Drama may void and refuse to pay/reimburse monetary sums that an Affiliate has earned or deposited and/or require the return of any monetary sums that an Affiliate may have accumulated if engaged or previously engaged in improper conduct.

6.5 Rewards Drama may also recover any outstanding fees owed by Affiliates using one or a combination of methods that include deductions to the Affiliates current balance.

6.6 Affiliates further acknowledge that the forfeiture of earnings or deposits shall in no way prevent Rewards Drama from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct.

6.7 Affiliates may voluntarily close or terminate their account with Rewards Drama. Doing so you waive your right to be paid any unpaid commissions.

6.8 You will not receive any commissions which are earned after the date of termination.

7. Trademarks, Copyrights and Proprietary Rights

7.1 You may not, however, distribute, modify, transmit, reuse, re-post, or use the content of the Site for public or commercial purposes, including the text and images without Rewards Drama's written permission.

7.2 You should assume that everything you see or read on the Site is copyrighted unless otherwise noted and may not be used except as provided in this Affiliates Agreement or in the text on the Site without the written permission of Rewards Drama. Rewards Drama neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties.

7.3 Rewards Drama assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or downloading of any materials, data, text or images.

7.4 Any communication or material you transmit or post to the Site by electronic mail or any other method, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential, non-proprietary.

7.5 The Site may now, or hereafter from time to time, contain links to third-party Web sites. We do not control, investigate, monitor or check such Web sites, we are not responsible for the computer programs available from, content in or opinions expressed at such Web sites. We provide such third-party links only as a convenience to visitors of the Site, and the inclusion of a link does not imply approval or endorsement of the linked site by us. If you decide to leave the Site and access any third-party Web site, you do so at your own risk.

7.6 The trademarks and logos displayed on the Site are the Trademarks of Rewards Drama and/or others. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Rewards Drama or such third party that may own the Trademarks displayed on the Site. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in this Affiliate Agreement, is strictly prohibited. You are also advised that Rewards Drama will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

8. Limitations of Liability

We will not be liable to you with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any indirect, incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall Rewards Drama cumulative liability to you arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to you under this agreement.

9. Indemnification

You hereby agree to indemnify and hold harmless Rewards Drama, and its subsidiaries and merchants, 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 solicitors' 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

- a) any claim that our use of trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party;
- b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein; or
- c) any claim related to your site, including, without limitation, content therein not attributable to us

10. Confidentiality

10.1 "Confidential Information" includes any information which is disclosed to you and marked or described as confidential. Confidential Information also includes any information disclosed to you and which ought reasonably to be treated as being confidential. If you are unclear on whether any information disclosed to you is Confidential Information, you should ask us whether or not it can be disclosed.

10.2 By entering this Agreement, you consent to us publishing your name on our websites. You also consent to us publishing the information you provide to us on our websites, unless you notify us that that information is confidential or that information ought reasonably to be treated as being confidential.

10.3 You must not disclose any Confidential Information to any third parties and you must take all reasonable steps and precautions to prevent disclosure of Confidential Information. You must not use Confidential Information for any purpose other than enjoying your rights or fulfilling your obligations under this Agreement.

10.4 Confidential Information does not include any information which is publicly available, unless it has become publicly available because you have disclosed it. Confidential Information also does not include any information which you receive from a third party, unless that third party is breaching an obligation of confidentiality by disclosing it to you.

10.5 The disclosure of our Confidential Information may cause us harm which cannot be repaired, or may cause us losses which cannot be recovered or compensated. Therefore, if Confidential Information is disclosed in breach of this Agreement, or if disclosure of Confidential Information is threatened, you agree that we can obtain an injunction against you to prevent disclosure. Our right to an injunction is in addition to any other rights we may have to protect our Confidential Information. If the court grants us an injunction, you must pay all of our legal costs of applying for the injunction.

11. Miscellaneous

11.1 Rewards Drama Affiliates may not refer themselves ('self referral') as either Merchants or Affiliates with the aim of receiving the referral commission.

11.2 All referrals must be tracked using technology, verbal referrals will not be accepted.

11.3 Affiliates that share the same personal/company details, or website details or commission payment details will also be deemed 'self referral'. Referral commission and any earnings associated with this type of 'self referral' will not be paid.

11.4 Rewards Drama, in its sole discretion will determine the meaning of 'self referral'.

11.5 Rewards Drama, in its sole discretion will make payment to an Affiliate if there are no outstanding fraudulent activity claims raised by Rewards Drama or any of its Members. If appropriate, Affiliate commission due balances will be adjusted to remedy these claims.

11.6 Rewards Drama has not reviewed all of the sites linked to by the Site and is not responsible for the content of any off-site pages or any other sites linked to the Site. Your linking to any other off-site pages or other sites is at your own risk.

11.7 During the Term of the Agreement and for twelve (12) months thereafter, you as an affiliate shall not:
a) solicit, transfer, or encourage any Advertiser, Client, or third party obtained through the Rewards Drama Network, the relationship(s) established or acted upon herein, or otherwise, to transfer to any third party provider or to any in-house software or services that offers similar to those provided by REWARDS DRAMA; and/or

b) launch, or contribute to the launch of, a platform, company, product or service similar to REWARDS DRAMA, including, but not limited to, notifying Advertisers through the REWARDS DRAMA Network and/or through member messaging.

In the event you the Affiliate breach this Section, you agree to pay REWARDS DRAMA an amount equal to what REWARDS DRAMA would have otherwise earned or the sum of AU\$100,000 whichever is greater had you not violated this Section. Except as expressly set forth above, nothing herein shall be deemed to restrict affiliate from entering into marketing agreements with Advertisers for services unlike REWARDS DRAMA services, or to prohibit the affiliate from otherwise advertising, merchandising, or promoting its products and services.

12. Agreement and Changes

12.1 The regulations, terms and conditions contained herein represent the complete, final and exclusive agreement between Rewards Drama and the Affiliate, and supersede all prior agreements, representations and understandings between Rewards Drama and the Affiliate.

12.2 This Affiliate Agreement may be terminated by Rewards Drama at any time. However, such termination does not affect the enforceability of the terms and conditions of this Agreement as they relate to acts and omissions during the period prior to such termination.

12.3 Rewards Drama reserves the right to change the terms and conditions or functionality of Rewards Drama at any time without notice. We will endeavour at all times to ensure affiliates have been notified when changes have been made to this Agreement. It is also agreed that after notification of Agreement changes, continued use of Rewards Drama Affiliate program constitutes acceptance of this Agreement. If you do not agree with changes to our Agreement, the Affiliate should cease promotion immediately and close their account.

12.4 The Affiliate acknowledges that if any provision of this Agreement conflicts with any other rule, regulation, term or condition of the Site, the terms and conditions of this Agreement shall govern.