Partner Program

Terms & Conditions AU

ReachLocal Australia Pty Limited (trading as LocaliQ). These Affiliate Program Terms and Conditions (Affiliate Terms) govern the relationship between LocaliQ Australia Pty Limited ABN 62 122612 962 (LocaliQ) and any business that has applied for and been accepted by LocaliQ as a LocaliQ Affiliate (Affiliate). By applying to be an Affiliate you expressly acknowledge and agree that you have read, understood and accept these Affiliate Terms. LocaliQ reserves the right in its absolute discretion to accept or decline any application from any organisation or individual. The Affiliate Application, the Affiliate Terms and LocaliQ's written acceptance of the Affiliate Application together form an agreement (Agreement).

1. Supply Model & Appointment
LocaliQ's Affiliate Program provides for the supply of Marketing Services to End Customers under a "Direct Model" distribution model. Under the "Direct Model" LocaliQ will supply Marketing Services directly to End Customers in accordance with these Affiliate Terms and the Search Value Proposition. From the Commencement Date LocaliQ appoints the Affiliate as a non-exclusive partner of LocaliQ and the Affiliate accepts that appointment.

2. Direct Model
2.1. Direct Model Supply
Under the Direct Model
(a) Marketing Services will be supplied by LocaliQ directly to End Customers and:

(i) Affiliate will refer customers to LocaliQ for the purposes of LocaliQ providing Marketing Services to End Customers by delivering to LocaliQ contact details of those customers; (ii) LocaliQ will enter into direct agreements with each of the End Customers for the supply of Marketing Services; and (iii) LocaliQ will invoice all End Customers in respect of the Marketing Services supplied to those End Customers.

(b) Affiliate must provide technical assistance reasonably required by LocaliQ to supply the Marketing Services to End Customers or disconnect the Marketing Services from those customers.

2.2. Direct Model Commissions
LocaliQ must pay monthly commissions to the Affiliate for Marketing Services supplied to End Customers in accordance with the commission percentage rates set out in Schedule 1 (Commissions). Commission amounts are calculated by LocaliQ and LocaliQ shall notify the Affiliate of the monthly Commission as soon as practicable following the end of each calendar month. Affiliate acknowledges and agrees that if there is a dispute regarding the attribution or source of an End Customer from two or more LocaliQ resellers or affiliates, that LocaliQ (acting reasonably) will determine the amount of Commission, if any, payable to the Affiliate for that End Customer. LocaliQ reserves the right to amend Schedule 1, detailing the net commissions payable, and the schedule is subject to change and review by LocaliQ from time to time, unless a separate agreement is entered into, the latest rates will always be displayed in the following link:
https://affiliates.clientbrief.com.au/terms-conditions/

3. Invoicing & Payment
(a) As soon as practicable following the end of each calendar month, LocaliQ will deliver the Affiliate a Recipient Created Tax Invoice (RCTI) that sets out the total amount of Commissions payable by LocaliQ to the Affiliate during that calendar month. The Affiliate expressly agrees that LocaliQ is authorised to issue an RCTI for the monthly Commission amount calculated by LocaliQ. All RCTI invoices issued by LocaliQ under this Clause 3 will be paid by LocaliQ within 28 days from the date of invoice.

(b) The Affiliate: (i) agrees not to issue LocaliQ invoices in respect of any Commissions; (ii) acknowledges that it is GST-registered; and (iii) agrees that it will immediately notify LocaliQ if it ceases to be GST registered.

4. General Supply
(a) LocaliQ will supply all Marketing Services in accordance with the Marketing Terms and Conditions, including the disclaimer of warranty and limitation of liability provisions contained within them.

(b) Each Party must uphold high standards of integrity and honesty in its dealings with End Customers regarding the Marketing Services and not make any false or misleading representations regarding the Marketing Services.

5. Term
The term of the Agreement commences on the Commencement Date and shall continue in effect until terminated in accordance with these Affiliate Terms (Term).

6. Warranties
(a) Each Party warrants:

(i) that it will maintain all authorisations required for the validity, enforceability and performance of its obligations under this Agreement and promptly renew and maintain in full force and effect those authorisations; (ii) that it will provide all services under this Agreement with due care
and skill; and (iii) that it is authorised to enter into this Agreement and by doing so and performing its obligations under the Agreement it will not infringe any Applicable Law or any third party legal rights.

(b) Except for the express representations and warranties made by the Parties in this Agreement and to the maximum extent permitted by Applicable Law, neither Party makes any representations or warranties. LocaliQ makes no representations or warranties with regard to the amount of money, if any, Affiliate will make under this Agreement. The

Marketing Services are made available "as is." Except as expressly set forth in this Agreement and to the maximum extent permitted by Applicable Law, each Party expressly disclaims any and all other representations and warranties, express or implied, including any implied warranty of fitness
for a particular purpose, merchantability, non-infringement, title or implied warranties arising from course of dealing or course of performance. LocaliQ does not warrant that the Marketing Services or the Platform is error-free or will operate without interruption.

7. Limitations of Liability

(a) To the maximum extent permitted by Applicable Law, neither party shall be liable for any special, indirect, incidental, consequential or punitive damages (including, without limitation, for breach of contract or warranty,
negligence or strict liability), or for interrupted communications, loss of use, lost business, lost data or lost profits (even if such party was advised of the possibility of any of the foregoing), arising out of or in connection with this agreement. The foregoing exclusion of liability will not apply to (i) indemnification obligations, including any amounts payable in connection therewith; (ii) confidentiality obligations, or (iii) a party's wilful misconduct.

(b) Certain laws, including the Australian Consumer Law, imply terms and conditions into contracts for the supply of goods or services that cannot be excluded (for example, that services must be provided with due care and skill and fit for any specified purpose) (Non-Excludable Condition). In the
event that a term, condition or warranty is implied by law and LocaliQ breaches that Non-Excludable Condition, LocaliQ's liability will be the minimum permitted under such law.

(c) To the maximum extent permitted by Applicable Law, under no circumstances shall either party's cumulative, aggregate liability to the other party, exceed the commissions paid during the 6 month period immediately prior to the incident giving rise to such liability.

(d) Certain laws, including the Australian Consumer Law do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply. To the extent a party may not,
as a matter of Applicable Law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of liability will be the minimum permitted under such law.

(e) Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose or be forever barred, provided that this Clause shall not in any way limit the time in which claims for infringement or misappropriation of Intellectual Property Rights may be brought.

(f) Nothing in this Agreement shall exclude or limit:

(i) either Party's liability for breaches of Section 9 (Confidentiality) or such party's gross negligence or wilful misconduct; or (ii) either Party's indemnification obligations under Section 8 (Indemnification) or any amounts paid or payable to third parties in connection with such obligations.

8. Indemnification

(a) Affiliate shall indemnify, defend and hold harmless LocaliQ from and against any liability, damage, loss or expense (including reasonable legal fees) incurred by or imposed on LocaliQ in connection with any claims, suits, actions, demands or judgments (Claims) related directly o rindirectly to or arising from a breach by the Affiliate of any warranty under this Agreement.

(b) LocaliQ will indemnify, defend, and hold Affiliate harmless from and against any loss, damage, cost, liability or expense (including reasonable legal fees) arising out of any claim that any LocaliQ technology used in connection with its provision of Marketing Services infringes the copyright, patent, trade secret or other proprietary rights of any third party.

9. Confidentiality

Each party may receive certain Confidential Information of the other party. "Confidential Information" shall include, but not be limited to (i) any modifications to the terms of the Partner program made specifically for Partner and not generally available to other participants in the program;
or (ii) price guidelines, future service releases, trade secrets, know-how, inventions, processes, programs, schematics, data, pricing and discount schedules, customer lists, financial information and sales and marketing plans. Confidential Information shall not include information that is: (a) previously known to a party without obligation of confidence or without breach of this Agreement; or (b) publicly disclosed (other than by the receiving party) either prior or subsequent to receipt of such information. Confidential Information shall be held in the strictest confidence by the receiving party and shall only be used to further the purposes of this Agreement. Neither party will issue any press release or make any other public communication with respect to this Agreement or Partner's participation in the Partner program without the other party's prior written consent.

10. Termination

(a) Subject to Clause 10(b) either Party may terminate an Agreement, without cause, by giving the other party 30 days' prior written notice.

(b) Either Party may immediately terminate an Agreement without notice by giving the other party written notice in the event of the other Party's change in company registration, insolvency, liquidation, or material breach of the Agreement.

(c) Subject to Clause 10(d), an Agreement shall remain in full force and effect after the Termination Date only in relation to Marketing Services provided to End Customers that are current as at the Termination Date and only for the duration of the relevant contracts for the End Customers but subject to a maximum term of 2 months from the Termination Date.

(d) Except as expressly provided for in these Affiliate Terms, LocaliQ shall not be liable to the Affiliate or any third-party for any termination of this Agreement.

(e) All provisions of an Agreement that by their express terms or nature should survive termination of an Agreement (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations and any provisions that state that they survive) shall so survive.

11. Definitions

Applicable Law means any statute, regulation, by-law, ordinance or other determination of any governmental agency with the force of law in any jurisdiction in which a party carries on business or in which it is incorporated.

Commencement Date means the date LocaliQ gives written notice to the Affiliate of LocaliQ's acceptance of the Affiliate Application.

Confidential Information means information regarded as confidential information by a party and which is not in the public domain and relates to technology, processes, products, specifications, inventions, designs, business strategies and marketing plans and other projections, arrangements and agreements, trade secrets, know-how and information of a commercially sensitive nature.

End Customer means a customer or client of the Affiliate that has entered into an agreement after the Commencement Date with LocaliQ for the supply of one or more Marketing Services.

GST means a goods and services tax imposed by or through the GST Legislation in Australia.

GST Amount means the amount of GST payable in respect of any taxable supply under this Contract, calculated at the rate of GST applicable at the time.

GST Legislation means A New Tax System (Goods and Services Tax) Act 1999 and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts.

Intellectual Property Rights means any intellectual property rights which exist in Australia or throughout the world including:

(a) any patents, utility models, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, indications of source or appellations of origin, eligible layout rights, plant variety rights, registered designs and commercial names and designations;

(b) any invention, discovery, trade secret, know-how, computer software and confidential, scientific, technical and product information; and

(c) any medium in which anything referred to in paragraphs (a) and (b) is stored or embodied.

Marketing Services means the digital marketing and software services supplied by LocaliQ from time to time. Marketing Service means each of those digital marketing and software services.

Marketing Terms and Conditions means the terms and conditions for the supply of the Marketing Services in the form determined by LocaliQ and published on LocaliQ's website https://localiq.au/legal/terms-and-conditions/online-marketing-services-terms-and-conditions/ from time to time.

Net Collected Revenue means the revenue from Product Fees received and recognised by LocaliQ on its Platform:

(a) less credits, refunds and credit card and direct debit chargebacks and associated fees;

(b) excluding revenue from Service Fees (as defined in the Marketing Terms and Conditions) and Set-Up Fees.

Platform means LocaliQ owned or licenced software that manages and provides information relating to the Marketing Services.

Product Fees means the Product Fees described in the Marketing Terms and Conditions.

Search Value Proposition means the statement found at https://localiq.au/legal/search-value-proposition/.

Termination Date means the date of termination of an Agreement in accordance with Clause 10.

Territory means Australia.

Other capitalised terms in these Affiliate Terms that are not defined have the meaning given in the Marketing Terms and Conditions.

12. General

(a) LocaliQ reserves the right to amend to these Affiliate Terms at anytime. All amendments shall take effect the Business Day following the date posted on LocaliQ's website.

(b) These Affiliate Terms are governed by the law in force in the state of New South Wales. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

(c) The Affiliate shall not assign or otherwise transfer any of its rights, obligations or duties of performance under an Agreement without the prior written consent of LocaliQ. LocaliQ may assign or otherwise transfer any of its rights, obligations or duties of performance under an Agreement without the written consent of the Affiliate.

(d) Neither Party shall have any liability to the Party for any failure or delay (other than with respect to payment obligations) resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material
shortage, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the reasonable control of such Party.

Schedule 1

Commission % Rate (% of Net Collected Revenue)	Below $25,000	5.0%
	$25,001 – $50,000	6.0%
	$50,001 – $100,000	8.0%

[redacted]

$100,001 – $150,000	10.0%
$150,001 & Above	12.0%

LocaliQ reserves the right to amend and change the Commission % Rate and Commission Tiers in the table, without 3rd party approval, provided 30 days notice is provided of any such change