

Online Affiliate Agreement Terms & Conditions

This Agreement contains the complete terms and conditions that apply to your participation as a member of the Noosa Institute for Socio-Economic & Environmental Research (NISER) Online Affiliate Program.

1. Enrolment in this Program.

To begin the enrolment process, you can complete an Online Affiliate Program application via our website or respond to the form forwarded via our emailed invitation. We will evaluate your account in good faith to ensure you comply with our rules and agreements. We may reject an account if we determine that any associated site is unsuitable for the Program for any reason, including, but not limited to, if a site incorporates images or content that is unlawful, defamatory, obscene, harassing or otherwise objectionable, such as sites that facilitate illegal activity or promote violence or promote or assist others in promoting copyright infringement.

2. Utilizing Links on Your Site.

As an affiliate of NISER you may use any form of promotion you choose, consistent with the terms of this Agreement. You may use banner advertisements, button links and/or text links to our site (the "Links"), however, you CANNOT SPAM. Any activity by you or on your behalf that we determine or reasonably suspect to be the result of an unsolicited bulk e-mail program will result in immediate termination from the Program and the forfeiting of any monies otherwise due you hereunder. Allowable promotional links may contain the NISER name, service marks, and/or logos for display on your Affiliate Site. Subject to the terms and conditions hereof, you are granted a limited, non-exclusive, non-transferable license to access and download such Links and other designated promotional materials for placement on your Affiliate Site for the sole and exclusive purpose of promoting websites owned, operated or controlled by NISER. In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Link or Links. A Link may only be visually modified with our consent.

3. Commissions.

We will pay you a commission based on the structure noted below:

Commission Rates:

indicative rate: 10% of income generated via your link and or direct referral

Example: If you send us a community or sporting group referral and we generate \$238 Per Mth then you will get \$23.80 per mth (GST Incl).

Incentivized commissions, and offering any form of incentive to obtain a sale is allowable with the prior approval of NISER. To inquire on whether your incentive is acceptable, please e-mail charles@niser.org.au

The Commission Rate is subject to change from time to time, upon either e-mail notice to participating affiliates or via change on the NISER Website and commencing on the day of such notice or alteration.

4. Commission Payment.

Commissions deemed due and owed to you under the program will be paid to you directly by NISER to an affiliate nominated account after any holding period and in accordance with a regular payout cycle established by NISER. No commission will be paid for signups by you,

your household, or anyone within your organization only a commission will be paid as a % of income received from the affiliate referral. NISER reserves the right to only pay for referrals that are active. Active is defined by clients with an agreement with NISER. Commissions can be earned per each new client referred through the affiliate program. An existing customer, defined by any client who has had an existing account with us at anytime in the past, would not be eligible for a commission with the program.

5. Responsibility for Your Site.

You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. We shall have no responsibility for the development, operation and maintenance of your site and for all materials that appear on your site. You shall also be responsible for ensuring that any materials posted on your site do not violate or infringe upon any Australian and Queensland laws regarding website content, or the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights), and ensuring that materials posted on your site are not libellous or otherwise illegal. You must have express permission to use another party's copyrighted or other proprietary material. We will not be responsible if you use another party's copyrighted or other proprietary material in violation of the law. In addition to the foregoing, we will immediately terminate your participation in the Program if we believe you have engaged in any of the following:

- Unsolicited mass e-mail solicitations, IRC postings or any other form of spamming, including but not limited to, newsgroups or AOL customers or otherwise violate the anti-spamming policies of NISER or Australian and Queensland law;
- Provide inaccurate or incomplete information to NISER concerning your identity, address or other required information;
- Attempt to cheat, defraud or mislead us in any way;
- Misrepresent to the public the terms and conditions of our sites or your sites;
- Engage in popup advertisement network activities;
- I Frames may not be used unless given express permission by NISER, sales made through hidden I Frames or Cookie Stuffing methods will be considered invalid

You are free to bid on PPC networks for keywords related to NISER with the intent to direct traffic to NISER However, the following terms are not allowed:

- "NISER Ltd"

However, you may bid on a phrase that includes any of the above terms, eg. "NISER review", "niser.org.au hosting", etc. When setting up the display advertisement in a PPC campaign, it is not permitted to use the display URL "www.niser.org.au" and ad text in a display ad may not contain any niser.org.au or "NISER Ltd" trademark.

The goal of our guidelines regarding pay-per-click advertisements is to preserve the integrity of the NISER brand name and reputation. We do not want affiliates, or for that matter, any third party, representing themselves as NISER or presenting themselves in a way that could be confused with niser.org.au

6. Term of the Agreements.

The term of this Agreement will begin upon our acceptance of your Affiliate Program Application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice of

termination. Notice by e-mail, to your e-mail address on our records, is considered sufficient notice for to terminate this Agreement. If this Agreement is terminated because you have violated the terms of this Agreement you are not eligible to receive any commission payments, even for commissions earned prior to the date of termination. If this Agreement is terminated for any other reason, you are only eligible to earn a commission on sales occurring during the term of the Agreement, and commissions earned through the date of termination will remain payable only if the related orders are not cancelled or returned. We reserve the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

7. Modification.

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and Affiliate Program rules. All such modifications shall take effect when added to our website and your access of the website shall be considered agreement to the new or altered content unless. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program, following our posting of a change notice or new agreement on our site, will constitute binding acceptance of the change.

8. Relationship of Parties.

You and NISER are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section. You are not an agent of the NISER and NISER expressly disclaims responsibility for any conduct by you in violation of our terms of agreement.

9. Limitation of Liability. We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total commissions paid or payable to you under this Agreement.

10. Disclaimers.

We make no express or implied warranties or representations with respect to the Affiliate Program or any COMPANY services or other items sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

11. Representations and Warranties.

You hereby represent and warrant to us that this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; and that the execution, delivery and performance by you of this Agreement are within your legal capacity and power; have been duly authorized by all requisite action on your part; require the approval or consent of no other persons; and neither violate nor constitute a default under the (i) provision of any law,

rule, regulation, order, judgment or decree to which you are subject or which is binding upon you, or (ii) the terms of any other agreement, document or instrument applicable to you or binding upon you. Should any law enforcement agency or internet service provider provide NISER with notice that you have engaged in transmission of unsolicited bulk e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service provider's terms of service, we reserve the right to cooperate in any investigation relating to your activities including disclosure of your account information in connection therewith.

12. Confidentiality.

We may disclose to you certain information as a result of your participation as part of the Program, which information we consider to be confidential (herein referred to as "Confidential Information"). For purpose of this Agreement, the term "Confidential Information" shall include, but not be limited to, any modifications to the terms and provisions of this Affiliate Program Agreement made specifically for your site and not generally available to other members of the Affiliate Program, website, business and financial information relating to NISER, customer and vendor lists relating to NISER and any members of the Affiliate Program, other than you. Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. We make no warranty, expressed or implied, with respect to any information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose or freedom from patent, trademark or copyright infringements, whether arising by law, custom or conduct, or as to the accuracy or completeness of the information and we shall not have any liability to you or to any other person resulting from your or such third person's use of the information.

13. Indemnification.

You hereby agree to indemnify, defend and hold harmless NISER Ltd, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expense (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim or threatened claim that our use of the Affiliate Trademarks infringes on the rights of any third party; (ii) the breach of any promise, covenant, representation or warranty made by you herein; or (iii) or any claim related to your site.

14. Miscellaneous.

Terminated accounts cannot later apply to the Program without our express written consent. This Agreement will be governed by the laws of Australia and Queensland, without reference to rules governing choice of laws. NISER reserves the right to institute a reserve fund holding commissions for a time period deemed necessary in situations where sales generated by an affiliate consistently have a high chargeback/cancellation ratio. NISER will be the sole and final arbitrator for any and all disputes or claims related to the validity of sales. You may not assign this Agreement, by operation of law or otherwise, without our

prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

15. Binding Arbitration.

By participating in this affiliate program, you agree to binding arbitration for any disputes or claims that arise against NISER or its subsidiaries in conjunction with this program. An arbitration firm selected by NISER will be the sole and final arbitrator for any and all disputes or claims related or resulting from participation in this program. All decisions rendered are final. You also are responsible for any and all costs related to such arbitration.