

Birdcage Partner Program Agreement

This Affiliate Program Agreement ("Agreement") is made between Birdcage Group Pty Ltd, trading as Birdcage Marketing School ("Company"), and you, the undersigned affiliate ("Affiliate"), collectively referred to as the "Parties."

In this Agreement, the following terms shall have the meanings set forth below:

- **"Affiliate Program"** refers to the Birdcage Partner Program operated by the Company, wherein the Affiliate promotes the Programs and earns commissions on Qualifying Sales.
- **"Programs"** refer to the educational offerings provided by the Company, specifically "The Full Library", "Coaching Unlimited" and "Marketing Boss Academy," and any additional programs that may be added to the Affiliate Program at the Company's discretion.
- **"Qualifying Sales"** are sales of the Programs made to customers who purchase through the Affiliate's unique referral link. These sales must meet the criteria set forth in this Agreement to qualify for commission payments.
- **"Affiliate Lead"** means a potential customer who clicks on the Affiliate's unique referral link and is not, at the time of the click or within sixty (60) days prior, a pre-existing customer of the Company or involved in the Company's active sales process.
- **"Affiliate Link"** refers to the specific URL that includes the Affiliate's unique code, which is used to track the Affiliate's referrals to the Company's website.
- **"Affiliate Portal"** is the online platform provided by the Company where the Affiliate can access their unique referral links, track sales and commissions, and manage account settings.
- **"Customer Transaction"** refers to a sale of the Programs to a customer who has clicked on an Affiliate Lead.
- **"Effective Date"** is the date on which this Agreement becomes effective, as indicated by the signatures of the Parties.

- **"Affiliate Marks"** refers to the trademarks, service marks, and logos owned by the Affiliate that may be used by the Company in connection with the Affiliate Program.
- **"Company's Trademark"** refers to the trademarks, service marks, and logos owned by the Company that the Affiliate is permitted to use in accordance with the terms of this Agreement.
- **"Trademark Usage Guidelines"** are the guidelines provided by the Company that outline how its trademarks should be used by the Affiliate

Introduction

The Birdcage Partner Program ("Program") is designed to provide incentives to Affiliates who promote and sell the Company's educational programs, namely The Full Library, Coaching Unlimited and Marketing Boss Academy (collectively, "Programs"). This Agreement outlines the terms and conditions governing the Affiliate's participation in the Program.

Eligibility

Criteria for Participation

- To be eligible to participate in the Affiliate Program, an individual must be a current student of either The Full Library, Coaching Unlimited or Marketing Boss Academy offered by the Company.
- The Affiliate must remain in good standing with the Company's educational programs throughout the duration of their participation in the Affiliate Program.

Verification of Status

- The Company reserves the right to verify the Affiliate's status as a student of the Programs at any time to ensure compliance with the eligibility criteria.
- The Affiliate is required to provide proof of enrollment upon the Company's request.

Maintenance of Eligibility

- The Affiliate must maintain active student status and adhere to the terms and conditions of the educational programs to remain eligible for the Affiliate Program.
- Any changes in the Affiliate's status as a student that may affect their eligibility must be promptly communicated to the Company.

Ineligibility Consequences

- If the Affiliate ceases to be a student of the Programs or violates any terms of the educational programs, they will become ineligible to participate in the Affiliate Program.
- In the event of ineligibility, the Affiliate's participation in the Program will be suspended, and any pending commissions may be forfeited.

Commission Structure and Payout

Earning Commissions

Affiliate shall earn commissions based on the gross sale amount from Qualifying Sales of the Programs made through the Affiliate's unique referral link. The commission rates are tiered as follows:

- **0-25 Sales:** 10% Commission
- **26-50 Sales:** 13% Commission
- **51-75 Sales:** 16% Commission
- **76+ Sales:** 19% Commission

Review and Approval of Commissions

- All commissions earned by the Affiliate are subject to review and approval by the Company.
- The Company reserves the right to verify the validity of Qualifying Sales and to reject any sales that do not comply with the terms of this Agreement.

Payment of Commissions

- Commissions are calculated monthly and are paid out only after the Company has received full payment for the Qualifying Sales.
- Payments will be made via PayPal, or another payment method mutually agreed upon by both Parties, subject to the payment information provided by the Affiliate in the Affiliate Portal.
- The Affiliate is responsible for ensuring that all payment information is accurate and up-to-date to facilitate timely commission payments.

Timing of Commission Payments

- Commission payments are processed on a monthly basis, typically within 30 days following the end of the month in which the Qualifying Sales were confirmed and payment from the customers was received by the Company.
- The Company shall provide statements detailing the calculation of commissions owed to the Affiliate, which will be accessible through the Affiliate Portal.

Adjustments to Commissions

- In the event of any returns, refunds, chargebacks, or disputes related to a Qualifying Sale, the Company may adjust the commissions payable to the Affiliate accordingly.
- Any overpayments to the Affiliate as a result of such adjustments must be repaid to the Company upon request.

Tracking and Attribution

Sales Tracking

- The Company will provide the Affiliate with unique referral links ("Affiliate Links") to track the Affiliate's promotional efforts and Qualifying Sales.
- The Company employs a tracking system that utilizes browser cookies to monitor customer activity initiated through the Affiliate's Links.
- When a potential customer clicks on an Affiliate Link, a cookie is saved in their browser, which lasts for a specified duration, typically 30 days ("Cookie Duration").

Attribution of Sales

- A sale is attributed to the Affiliate if the customer:
 - Clicks on the Affiliate's unique referral link.
 - Completes a purchase within the Cookie Duration from the initial click.
- Only the first visit by a customer through the Affiliate Link will be tracked and potentially attributed to the Affiliate for commission purposes.

Reporting

- The Affiliate will have access to an Affiliate Portal where they can view reports detailing their referral traffic, Qualifying Sales, and earned commissions.
- These reports will provide the necessary information to help the Affiliate track their performance and assess the effectiveness of their marketing efforts.

Discrepancies and Issues

- In the event of any discrepancies or issues with tracking, the Affiliate should report them to the Company promptly for investigation.

- The Company will make reasonable efforts to resolve tracking issues but is not responsible for any technical problems beyond its control that may affect tracking or attribution.

Modifications to Tracking System

- The Company reserves the right to modify its tracking system and methodology at any time. Such changes will be communicated to the Affiliate with adequate notice.
- The Affiliate agrees to cooperate with any changes or updates required to maintain accurate tracking.

Additional Purchases

Initial Customer Transaction

- The Affiliate will earn a commission on the initial Qualifying Sale made by a new customer who has clicked on an Affiliate Link.
- This commission is earned for the first purchase only, regardless of any additional purchases made by that customer during their enrollment.

Additional Purchases

- Subsequent purchases made by the same customer beyond the initial Qualifying Sale are not eligible for additional commissions unless otherwise specified in the Program policies or agreed upon in writing by the Company.
- The Affiliate will not receive commissions for any subsequent sales to the same customer, even if the customer continues to use the Affiliate's referral link for future purchases.

Policy Exceptions

- In certain cases, the Company may offer special promotions or exceptions where the Affiliate can earn commissions on subsequent sales. These exceptions will be clearly communicated to the Affiliate and will be subject to specific terms and conditions.
- Any such exceptions will be considered on a case-by-case basis and will require explicit approval from the Company.

Tracking Subsequent Sales

- While subsequent sales are not eligible for commission, the Company's tracking system may still record these sales for reporting purposes.
- The Affiliate will have visibility into subsequent sales through the Affiliate Portal, which can provide insights into customer loyalty and product interest.

Changes to Subsequent Sales Policy

- The Company reserves the right to change its policy regarding subsequent sales at any time.
- Any changes to the policy will be communicated to the Affiliate with reasonable notice, and the updated terms will apply to sales moving forward.

Use of Trademarks and Branding

Affiliate's Use of Company's Trademarks

- The Affiliate is granted a nonexclusive, nontransferable, royalty-free right to use and display the Company's trademarks, service marks, and logos ("Company's Trademark") in connection with the promotion of the Programs as part of the Affiliate Program.
- The Affiliate must:

- Use only the images of the Company's Trademark that are made available by the Company without altering them in any way.
- Use the Company's Trademark solely in connection with the Affiliate Program and in accordance with this Agreement.
- Comply with the Company's Trademark Usage Guidelines.
- Cease the use of the Company's Trademark immediately if requested by the Company.
- The Affiliate must not:
 - Use the Company's Trademark in a misleading or disparaging way.
 - Use the Company's Trademark in a manner that implies endorsement, sponsorship, or approval of the Affiliate's services or products by the Company.
 - Use the Company's Trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Company's Use of Affiliate's Trademarks

- The Affiliate grants to the Company a nonexclusive, nontransferable, royalty-free right to use and display the Affiliate's trademarks, service marks, and logos ("Affiliate Marks") in connection with the Affiliate Program and this Agreement.
- The Company agrees to use the Affiliate Marks in a manner that is consistent with the Affiliate's brand standards and trademark usage policies, which the Affiliate shall provide to the Company.
- The Company will not alter, modify, or change the Affiliate Marks in any way without the Affiliate's prior written consent.
- The Company will cease the use of the Affiliate Marks immediately if requested by the Affiliate.

Affiliate Representations and Warranties

General Representations and Warranties

The Affiliate hereby represents and warrants to the Company that:

- They have the legal capacity and authority to enter into this Agreement and to perform their obligations hereunder.
- Their execution, delivery, and performance of this Agreement will not violate, conflict with, or result in a breach of any agreement, contract, or other arrangement to which they are a party or by which they are otherwise bound.
- They will conduct their business in a manner that reflects favorably at all times on the Programs and the good name, goodwill, and reputation of the Company.
- They are in compliance with all applicable laws, regulations, and ordinances, have all necessary rights and consents to participate in the Program, and will not engage in any activities that would constitute a violation of such laws, regulations, or ordinances.

Specific Representations and Warranties

Furthermore, the Affiliate represents and warrants that:

- They own or have the legal right to operate the domain(s) they use in connection with the Affiliate Program and that such domain(s) do not infringe upon the intellectual property rights of any third party.
- Any promotional materials created by the Affiliate for the purpose of the Program will not contain any content that is libelous, defamatory, obscene, pornographic, abusive, fraudulent, or violates any law.
- All information provided by the Affiliate to the Company for the purpose of the Program is accurate, complete, and not misleading.

- They will not make any representations, warranties, or other statements concerning the Company, its affiliates, or their respective products or services, except as expressly authorized herein.

Ongoing Obligations

The Affiliate agrees to promptly notify the Company if any of the representations and warranties set forth herein become untrue, inaccurate, or incomplete in any respect.

By participating in the Program, the Affiliate confirms their understanding and agreement to uphold these representations and warranties throughout the duration of their involvement in the Program. The Affiliate acknowledges that any breach of these representations and warranties may result in immediate termination from the Program and potential legal action by the Company

Confidentiality Obligations

- The Affiliate agrees to maintain the confidentiality of any proprietary or confidential information disclosed to them during their participation in the Program or in connection with this Agreement.
- Confidential information includes, but is not limited to, customer data, business strategies, marketing tactics, pricing details, and any other information deemed sensitive by the Company.
- The Affiliate shall not disclose, disseminate, or use any confidential information for any purpose outside the scope of this Agreement without the prior written consent of the Company.

Protection of Confidential Information

- The Affiliate will take all reasonable precautions to protect the integrity and confidentiality of the Company's confidential information.

- The Affiliate will not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such confidential information to third parties or use such information for any purposes whatsoever other than as necessary to fulfill their obligations under this Agreement.

Non-Disparagement

- The Affiliate agrees to refrain from making any statements or comments that are derogatory, defamatory, or disparaging about the Company, its products, services, or employees.
- The Affiliate shall not engage in any conduct or communications, public or private, designed to disparage the Company, its business practices, or any of its Programs.

Remedies for Breach

- In the event of a breach or threatened breach of the confidentiality provisions by the Affiliate, the Company shall be entitled to seek an injunction restraining the Affiliate from disclosing, in whole or in part, any confidential information.
- The Company shall also have the right to pursue any other remedies available at law or in equity for such breaches, including the recovery of damages.

Return of Confidential Materials

- Upon termination of this Agreement, or upon the Company's request, the Affiliate shall promptly return or destroy all copies of confidential information in their possession.

Indemnification by Affiliate

Indemnification Obligations

- The Affiliate agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, successors, and assigns from and against any claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) ("Claims") arising out of or in connection with:
 - Any act or omission by the Affiliate in connection with their performance under this Agreement, including but not limited to, their use of the Company's trademarks and marketing materials.
 - Any breach or alleged breach of the Affiliate's representations, warranties, or obligations set forth in this Agreement.
 - The Affiliate's violation of any law or the rights of a third party.
 - Any claim related to the Affiliate's business operations, including but not limited to the content on the Affiliate's website or advertising channels.

Conduct in the Event of a Claim

- Upon receipt of a Claim for which the Company seeks indemnification, the Company will provide the Affiliate with prompt written notice of such Claim.
- The Affiliate shall have the sole control of the defense and all related settlement negotiations with respect to the Claim, provided that the Company shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of the Claim.
- The Affiliate shall not settle any Claim without the Company's prior written consent if the settlement does not fully exonerate the Company from liability.

Avoidance of Litigation

- The Affiliate will take reasonable steps to mitigate any potential legal issues that may involve the Company.
- The Affiliate will comply with all applicable laws, regulations, and guidelines to prevent any legal action that could involve the Company indirectly.

Legal Compliance

Compliance with Laws

The Affiliate agrees to conduct their affiliate activities in full compliance with all applicable laws, statutes, ordinances, and regulations, including but not limited to:

- Advertising and marketing laws.
- Anti-spam laws, including the CAN-SPAM Act or any other applicable anti-spam legislation.
- Data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR) for European Union residents.
- Consumer protection laws and regulations that govern fair business practices.

Regulatory Compliance

- The Affiliate shall adhere to all rules and regulations that are relevant to their operations and promotional activities within the Program.
- The Affiliate must ensure that all disclosures required by law are made in a clear and conspicuous manner.
- The Affiliate is responsible for obtaining any necessary licenses or consents needed to comply with the laws governing their promotional activities.

Compliance with Program Policies

- In addition to legal compliance, the Affiliate must also adhere to the terms and conditions set forth in this Agreement and any additional policies or guidelines provided by the Company as part of the Program.
- The Affiliate must ensure that their methods of promotion do not infringe upon the intellectual property rights of others or the Company.

Disclosure Requirements

- The Affiliate must clearly disclose their relationship with the Company in a manner that complies with all applicable laws and guidelines regarding endorsements or testimonials. This includes informing their audience of the financial or incentive-based relationship with the Company.

Consequences of Non-Compliance

- Failure to comply with legal requirements or the terms of this Agreement may result in immediate termination from the Program, forfeiture of any accrued commissions, and potential legal action.
- The Affiliate will be solely responsible for any legal penalties or fines that arise from non-compliance with applicable laws and regulations.

Training and Support

Provision of Training

- The Company may provide the Affiliate with access to various training materials, webinars, and other resources designed to assist the Affiliate in effectively promoting the Programs.
- Participation in training sessions or completion of certifications recommended by the Company is encouraged to enhance the Affiliate's marketing efforts and understanding of the Programs.

Support from the Company

- The Company will offer reasonable support to the Affiliate regarding the use of promotional materials, navigation of the Affiliate Portal, and clarification of Program policies.

- The Company may also provide assistance in optimizing the Affiliate's marketing strategies and improving conversion rates.

Affiliate's Use of Training and Support

- The Affiliate agrees to utilize the training and support provided to promote the Programs in accordance with the best practices and guidelines set forth by the Company.
- The Affiliate's sales representatives and/or relevant personnel are encouraged to participate in the training and support offered to ensure compliance with the Program's standards and procedures.

Updates to Training Materials

- The Company reserves the right to update or discontinue any training materials or support offerings at any time without notice.
- The Affiliate acknowledges that it is their responsibility to stay informed about and utilize the latest training materials and support provided by the Company.

Feedback on Training and Support

- The Affiliate is welcome to provide feedback to the Company regarding the training and support received. This feedback can be used to improve future training sessions and support services.

Tax Obligations

Affiliate's Responsibility

- The Affiliate is solely responsible for all tax obligations associated with their participation in the Affiliate Program, including the reporting and payment of any taxes that arise as a result of commissions earned.
- The Affiliate must comply with all applicable tax laws and regulations of their jurisdiction, including but not limited to income tax, goods and services tax (GST), value-added tax (VAT), and other relevant taxes.

Tax Documentation

- The Affiliate shall provide the Company with any necessary tax documentation that may be required for the Company to process commission payments, such as tax identification numbers or completed W-9 or W-8BEN forms where applicable.
- It is the Affiliate's responsibility to provide accurate and up-to-date tax information to the Company. Failure to provide this information may result in withholding from commission payments as required by law.

Withholding Taxes

- If any withholding tax is imposed on the Affiliate's commissions under applicable law, the Company will deduct such taxes from the commission payments and remit them to the appropriate tax authority.
- The Company will provide the Affiliate with the necessary documentation reflecting the amount of withheld tax.

Independent Contractor Status

- The Affiliate acknowledges that they are an independent contractor and not an employee, legal representative, partner, agent, joint venturer, or franchisee of the Company.
- The Affiliate has no authority to incur any debt, obligation, or liability on behalf of the Company.

Indemnification for Tax Liabilities

- The Affiliate agrees to indemnify and hold the Company harmless from any claims, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from the Affiliate's failure to properly report or pay any taxes related to commissions earned from the Affiliate Program.

Tax Advice

- The Affiliate acknowledges that the Company does not provide tax advice. The Affiliate is advised to consult with a tax professional to understand and fulfill their tax obligations.

Intellectual Property Rights

Company's Intellectual Property

- The Affiliate acknowledges that all intellectual property rights in the Programs, including but not limited to trademarks, service marks, trade names, patents, copyright, and any other proprietary rights, are the sole property of the Company.
- The Company grants the Affiliate a non-exclusive, non-transferable, revocable license to use its intellectual property solely for the purpose of promoting the Programs within the scope of the Affiliate Program.

Affiliate's Intellectual Property

- The Affiliate retains all rights to their own trademarks, service marks, trade names, and any other intellectual property they may use in connection with the promotion of the Programs.
- The Affiliate grants the Company a non-exclusive, non-transferable, royalty-free license to use the Affiliate's intellectual property to the extent necessary for the Company to operate the Affiliate Program.

Protection of Intellectual Property

- Both Parties agree to take all reasonable steps to protect each other's intellectual property from infringement and to promptly report any such infringement to the other Party.
- The Affiliate must not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of the Company's intellectual property.

Use of Promotional Materials

- The Company will provide the Affiliate with approved promotional materials, such as banners, images, and text links, which include the Company's intellectual property. The Affiliate agrees to use these materials as provided without alteration.

Termination and Post-Termination Use

- Upon termination of this Agreement, the Affiliate must immediately cease using the Company's intellectual property and destroy or return any materials containing the Company's intellectual property to the Company.

- The Affiliate is prohibited from using the Company's intellectual property in a manner that suggests an ongoing association with the Company after the termination of the Agreement.

Intellectual Property Infringement Claims

- If either Party becomes aware of any claim that the Program infringes upon the intellectual property rights of a third party, that Party will promptly notify the other Party in writing.
- The Company will have the sole right and discretion to respond to and defend against any such claims, and the Affiliate agrees to cooperate fully with the Company in such matters.

Term and Termination

Effective Duration

- This Agreement shall commence on the Effective Date and will continue in full force and effect until terminated by either party.

Termination by Either Party

- Either the Company or the Affiliate may terminate this Agreement at any time, with or without cause, by providing the other party with written notice of termination.
- The notice period for termination will be specified in the written notice but shall not be less than thirty (30) days unless mutually agreed upon by both parties or in cases of breach of this Agreement.

Termination for Breach

- In the event of a breach of any provision of this Agreement by either party, the non-breaching party has the right to terminate the Agreement immediately upon written notice to the breaching party.
- Upon termination for breach, any unpaid commissions accrued up to the date of breach may be forfeited at the discretion of the non-breaching party.

Obligations Upon Termination

- Upon termination of this Agreement for any reason, the Affiliate must cease all use of the Company's trademarks, marketing materials, and any other resources provided by the Company in connection with the Program.
- The Affiliate is required to remove all Affiliate Links from their website, social media, and any other promotional materials immediately upon termination.

Final Commission Payments

- Following the termination of this Agreement, the Affiliate will be paid any outstanding commissions that were earned prior to the date of termination, subject to the terms of this Agreement, provided that such Qualifying Sales are not subject to refunds or chargebacks.
- Final commission payments will be made during the next scheduled payment cycle following the termination date.

Survival of Certain Provisions

- Notwithstanding termination, certain provisions of this Agreement which by their nature are intended to survive termination shall remain in effect, including but not limited to, confidentiality obligations, indemnification obligations, and liability limitations.

Modifications to Terms

Right to Modify

- The Company reserves the right, at its sole discretion, to modify or amend any terms and conditions of this Agreement at any time.
- Such modifications may include changes in commission rates, payment procedures, and Affiliate Program rules.

Notification of Changes

- The Affiliate will be notified of any amendments to this Agreement through communication channels deemed appropriate by the Company, which may include email notification, posting on the Affiliate Portal, or other written notice.
- The date of the changes will be indicated in the notification, and the Affiliate will be informed of when such modifications will take effect.

Acceptance of Modified Terms

- Continued participation in the Affiliate Program following the effective date of any modifications will constitute binding acceptance of the changes by the Affiliate.
- If the Affiliate does not agree with the modifications, they have the right to terminate this Agreement in accordance with the termination provisions set forth herein.

Review of Modifications

- The Affiliate is responsible for regularly reviewing the terms of this Agreement and staying informed about any changes that are made.
- It is recommended that the Affiliate reviews the terms of the Agreement each time they access the Affiliate Portal or receive notice of modifications.

Legal Compliance

Compliance with Laws

- The Affiliate shall conduct all activities under this Agreement in compliance with all applicable laws, statutes, regulations, and ordinances.
- The Affiliate is responsible for ensuring that their methods of promotion and business operations adhere to all relevant legal standards and requirements.

Regulatory Adherence

- The Affiliate must comply with any and all regulatory guidelines that pertain to the Affiliate Program, including but not limited to advertising standards, consumer protection laws, anti-spam legislation, and data privacy regulations.
- It is the Affiliate's responsibility to stay informed about changes in laws and regulations that may affect their promotional activities and obligations under this Agreement.

Disclosure Requirements

- The Affiliate must make clear and conspicuous disclosures as required by law when promoting the Programs to ensure transparency about the nature of the Affiliate's relationship with the Company.
- Such disclosures must be made in accordance with the Federal Trade Commission (FTC) guidelines on endorsements or any other relevant authority's guidelines.

Anti-Bribery and Corruption

- The Affiliate must not engage in any form of bribery, kickbacks, or corruption in conducting their business and promotional activities related to the Affiliate Program.

Consequences of Non-Compliance

- Failure to comply with legal and regulatory requirements may result in immediate termination of this Agreement, forfeiture of commissions, and potential legal action against the Affiliate.
- The Affiliate will be solely responsible for any fines, penalties, or legal costs arising from non-compliance with applicable laws.

Data Protection and Privacy

Compliance with Data Protection Laws

- The Affiliate shall comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) for European Union residents, and any other local data protection legislation.
- The Affiliate must implement appropriate technical and organizational measures to ensure and demonstrate that any data processing is performed in compliance with the relevant data protection laws.

Collection and Use of Personal Data

- The Affiliate may collect personal data as part of their promotional activities for the Program. Such collection must be lawful, fair, and transparent to the individuals concerned.
- The Affiliate must ensure that personal data is collected only for specified, explicit, and legitimate purposes and not further processed in a manner incompatible with those purposes.

Consent and Rights of Individuals

- When required by law, the Affiliate must obtain explicit consent from individuals before collecting, using, or disclosing their personal data.
- The Affiliate must inform individuals of their rights regarding their personal data, including the right to access, correct, delete, or transfer their data, and the right to withdraw consent at any time.

Data Sharing and Transfer

- The Affiliate must not share, sell, or transfer any personal data collected in connection with the Program to third parties without proper legal grounds and the express consent of the individuals concerned.
- Any transfer of personal data across borders must comply with the legal requirements under the applicable data protection laws.

Security of Personal Data

- The Affiliate is responsible for ensuring the security of personal data and preventing unauthorized access, disclosure, alteration, or destruction.
- In the event of a data breach, the Affiliate must promptly notify the Company and the appropriate regulatory authorities, if required by law, and take reasonable steps to mitigate the effects and restore the integrity of the data systems.

Data Retention

- The Affiliate must not retain personal data longer than is necessary for the purposes for which it was collected or as required by law.

- Upon termination of the Agreement or upon request from an individual, the Affiliate must securely delete or anonymize personal data unless there is a legal requirement to retain it.

Training and Awareness

- The Affiliate should ensure that any employees or agents who handle personal data are informed of the data protection principles and are adequately trained to process the data securely and lawfully.

Audit and Compliance

- The Company reserves the right to audit the Affiliate's compliance with data protection and privacy obligations under this Agreement.
- The Affiliate agrees to provide the Company with all necessary assistance and information to conduct such audits.

Governing Law

- This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Queensland, Australia.
- The Parties agree that the courts of Queensland will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

Entire Agreement

- This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof and supersedes all prior agreements, understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.

- The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of its terms.