

Referrer Agreement

This Agreement contains all of the terms and conditions between E Funding Pty Ltd (ABN: 61 145 999 828), trading as iinvoice ("iinvoice"), and the individual or organisation (the "Referrer") participating in iinvoice's Referrer Program (the "Referrer Program").

In this Agreement, "we" and "us" means iinvoice, and "you" means the Referrer participating in the Referrer Program. "iinvoice Web Site" or "Our Site" means the web site located at <http://www.iinvoice.com.au>, and "Your Site" means the web site upon which you establish the Links to Our Site as part of this Referrer Program. The "iinvoice Services" means iinvoice's invoicing and payment services.

1. Enrolment in the referrer program

To begin the enrolment process, you must submit a properly completed Referrer application. iinvoice will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. On acceptance you will be provided a Referrer ID.

2. Reference on your web site

In case you make reference to us on your web site, we will make available to you all hyper links ("Links") necessary to promote and offer the iinvoice's Services, which, subject to the terms and conditions hereof, you may display as often and in as many areas on Your Site as you desire. The Links will serve to identify Your Site as a member of our Referrer Program and will establish a Link from Your Site to Our Site.

3. Compliance with this agreement

We have the right in our sole discretion to monitor Your Site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

4. Referral fees

We will pay you referral fees on sales of iinvoice's chargeable Services (i.e. not Free Trial Service) to third parties. Your entitlement to a referral fee will accrue only if the customer: (i) Purchases services from iinvoice; (ii) You or your customer inform us the sale by providing us your ID before invoicing is done to your customer; (iii) The customer signs up for a minimum period of one months of use of iinvoice's chargeable Services but not Free Trial service. Referrers must be signed up to the Referrer program before any sales commissions are paid. iinvoice will have a discretion to determine the minimum amount for actual payments being activated and the methods of the payments.

5. Records of sales

The records of fees due, and sales made are available on request to us.

6. Policies and pricing

Customers who buy iinvoice Services through the Referrer Program will be deemed to be customers of iinvoice. Accordingly, all of our rules, policies, and operating procedures concerning customer applications, customer service, and sales of our services will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for iinvoice's Services sold through the Referrer Program in accordance with our own pricing policies. Service prices may vary from time to time.

7. Publicity

You shall not create, publish, distribute, or permit any written material that makes reference to us without first submitting such material to us and receiving our prior written consent, which we agree shall not be unreasonably withheld.

8. Licenses and use of the iinvoice's logos

We grant you a non-exclusive, non-transferable, revocable right (i) to access Our Site through the Links solely in accordance with the terms of this agreement and (ii) solely in connection with such Links, to use our logos, trade names, trademarks and similar identifying material relating to us (collectively, the "Licensed Materials"), for the sole purpose of establishing a Link to Our Site. You may not alter, modify or change the Licensed Materials in any way.

Other than establishing a Link from Your Site to Our Site, you shall not make any use of any Licensed Materials without first obtaining our prior written consent. You shall not use the Licensed Materials in any manner that is disparaging or that otherwise portrays us in a negative light. We reserve all of our rights in the Licensed Materials and of our other proprietary rights. We, in our sole discretion, may revoke your license at any time, by giving you written notice.

The licenses described in this Article 8 shall expire upon the effective date of the expiration or termination of this Agreement.

9. Term of this agreement and termination

This Agreement will begin upon our acceptance of your Referrer Program application and continue indefinitely unless the Agreement is terminated under one of the following: i) You may terminate this Agreement by notifying us at least thirty (30) days prior to termination that you desire to terminate the Agreement; ii) We may terminate this Agreement at any time, with or without cause, by notifying you that we desire to terminate this Agreement.

You are only eligible to earn referral fees on sales occurring during the term, and fees earned through the date of termination will remain payable excluding amounts due to credit card fraud, chargebacks and bad debt and credits for cancelled services. We may withhold your final payment, or a portion thereof, for a reasonable time to ensure that the correct amount is paid. Within one (1) day of any termination of this Agreement you shall discontinue the use of the Licensed Materials provided under Article 8 above.

10. Modification

We may modify any of the terms and conditions contained in this Agreement at any time and in our sole discretion. You will be notified by email and a change notice will be posted on Our Site. Modifications may include, but are not limited to, changes in the scope of available referral fees, referral fee schedules, payment procedures and Referrer Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement as provided in Article 9; should you so terminate, the changes we have announced shall nevertheless become effective unless we agree, in writing, to the contrary. Your continued participation in the Referrer Program following our posting of a change notice or new Agreement on Our Site will constitute binding acceptance of the change.

11. Relationship of parties

You and iinvoice 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 Article.

12. Limitation of liability

We will not be liable for indirect, special, incidental, exemplary, punitive or consequential damages, or for any loss of revenue, profits, or data, arising in connection with this Agreement or the Referrer 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 Referrer Program will not exceed the total referral fees paid or payable to you under this Agreement.

13. Indemnification

You hereby agree to indemnify and hold harmless iinvoice, its subsidiaries and Referrers, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses (including reasonable attorneys' fees), and costs (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 (i) any claim that our use of the Referrer Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, (iii) the development, operation, maintenance and content of Your Site and products and services offered from Your Site, or (iv) any claim related to Your Site, including, without limitation, content therein not attributable to us.

14. Independent investigation

You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on Terms that may differ from those contained in this agreement or operate web sites that are Similar to or compete with your site. You have independently evaluated the desirability of Participating in the program and are not relying on any representation, guarantee, or Statement other than as set forth in this agreement.

15. Recipient Created Tax Invoices

We can issue a Recipient Created Tax Invoices ("RCTI") for the GST on referral fees in respect of the referrer program for which the referral fees are paid. You acknowledge that for RCTI purpose you are registered for GST when it enters into the agreement and that you will notify us if it ceases to be registered for GST or if it ceases to satisfy any of the requirements of the determination. We will not issue a document that would otherwise be an RCTI, on or after the date when we or you failed to comply with any of the requirements of the determination. You indemnify us for any liability for GST and penalty that may arise from an understatement of the GST payable as a result of an error by us on any supply for which we issue an RCTI. This applies only where you rely on the RCTI for your GST payable declaration on your Business Activity Statement.

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