



MoneyTime Affiliate Program - Terms and Conditions

This Agreement contains the complete terms and conditions that apply to your participation as an affiliate in the Affiliate Program of MoneyTime NZ Ltd and the establishment of links from your affiliate website to the MoneyTime website www.moneytime.co.nz. In this Agreement, "we," "us" "our," or "MoneyTime" means MoneyTime NZ Ltd and "you" or "your" means the Affiliate. "Product" means any and all items offered for sale by us on the MoneyTime website.

1 Enrollment in the Affiliate Program

- 1.1 To become an affiliate you need to fill out the application form including the addresses of the sites (websites, social media) you intend to use to promote our products. We may reject your request if we determine (in our sole discretion) that your sites are unsuitable as an Affiliate for any reason, including, but not limited to; if your sites incorporate images or content that is in any way unlawful, harmful, threatening, defamatory, obscene; harassing or racially, ethically, or otherwise objectionable; such as sites that facilitate illegal activity; depict sexually explicit images; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promote illegal activities or incorporate any materials that infringe or assist others to infringe on any copyright, trademark, or other intellectual property rights (collectively "Content Restrictions").

2 Using Our Links on Your Sites

- 2.1 Upon acceptance of your application you will receive information from us on how to create an affiliate account on our Affiliate Program Provider. You will then be able to login to the affiliate panel and access the link options. If you select a link to a MoneyTime website and the HTML code in the link is altered in any way after copying from the Affiliate Program Provider's page, we take no responsibility for you receiving credit for any sale. Any change you make may cause the tracking to no longer function correctly.
- 2.2 We may also make available to you banners, button links to our websites and/or text links to our websites, containing the MoneyTime logo and words identifying MoneyTime. In using the links, you agree that you will take full responsibility in maintaining all such links. You may display such graphic images throughout your site as you see fit however you shall not alter, modify, or expand the images in any way without our written consent.
- 2.3 Each link connecting users of your website to our websites will in no way alter the look, feel, or functionality of our websites. We have the right in our sole discretion to monitor your website at any time to determine if you are in compliance with the terms of this Agreement.
- 2.4 Upon acceptance of your application you will also receive a free single license to access the program for the purpose of review, and content creation for your site(s). This license shall not be used for any other purpose or shared with any other party.
- 2.5 You should place the appropriate copyright and trademark notices on your site.

- 2.6 You are allowed to use the prices of the MoneyTime products on your site but you are responsible for keeping your information on pricing up-to-date as MoneyTime from time to time will post specials, discounts or change product pricing in our sole discretion.

3 Order Processing

- 3.1 We will process orders placed by customers who follow the links from your website to a MoneyTime website. We reserve the right to reject orders that do not comply with the requirements that we periodically may establish.
- 3.2 We will be solely responsible for all aspects of order processing and fulfillment, including order entry, payment processing, shipping and handling, cancellations, returns and related customer service. We will track the volume and amount of sales generated by your website and will make unaudited reports available for your review through your affiliate account on the Affiliate Program Provider site. The form, content, and frequency of the reports may vary from time to time to our discretion. To permit accurate tracking, reporting, and fee accrual, you must ensure that the links between your website and our websites are properly formatted and working properly.

4 Commissions

- 4.1 The Commission Rate shall be as advertised on our Affiliate Program Provider.
- 4.2 The Commission Rate is subject to change at any time or from time to time, in our sole and absolute discretion. You will be notified of any change in the Commission Rate via email.
- 4.3 Commissions on trackable online sales are calculated on the New Zealand GST exclusive amount, net of any coupon, discount, gift certificate or credit applied. We will bear the cost of all transaction, transfer and currency conversion fees incurred from our payment system however your bank may charge a fee at your end, over which we have no control.
- 4.4 A commission will be paid only if the visitor to a MoneyTime website is tracked by the system from the time of the link to the time of the sale. No commission will be paid if the visitor to the MoneyTime website cannot be tracked by our system.
- 4.5 For a sale to generate a commission, the customer must follow the link from your content or website to our website and purchase the Product or Products in question using our online ordering system.
- 4.6 Commissions will be reduced for amounts due to credit card fraud, bad debt, or cancelled licenses within the guarantee period.

5 Cookie Expiry

- 5.1 Our cookies expiry is 90 days. This means repeat visitors that do not come directly from your website will still count toward your commissions if the cookie is not otherwise removed by the user and the sale is made within 90 days of the customer's first visit to the MoneyTime website.
- 5.2 Notwithstanding clause 5.1 we employ last click tracking attribution which means the sale is attributed to the site the customer last clicked through from before making the purchase.

6 Commission Payment

- 6.1 Commissions on sales are paid on net sales actually collected from customers. If a commission has been paid on orders subsequently discovered to have been made by credit

card fraud, bad debt, or on cancelled licenses within the guarantee period, the commission will be deducted from future commissions.

- 6.2 Commissions will be paid within 7 days of the end of the month they are earned.
- 6.3 There is no minimum billing threshold before commissions are paid.
- 6.4 Commissions will be paid directly to your nominated bank account. Alternatively payments may be made through PayPal.com in which case we reserve the right to recover the cost of fees incurred over and above those we incur by paying direct.
- 6.5 MoneyTime shall not withhold any taxes of any kind from your commission checks. You agree that you are solely responsible for all tax obligations due to all taxing authorities arising from or in connection with your participation in our Affiliate Program.
- 6.6 MoneyTime is not responsible for resending lost or missing payments past 90 days from payment date.

7 Reports of Sales

- 7.1 You will be given a password and have the ability to enter a password-protected area of our Affiliate Program Provider's website to receive your sales statistics on a daily basis.

8 Policies and Pricing

- 8.1 Customers who buy Product through the Affiliate Program will be deemed to be customers of MoneyTime. Accordingly, all MoneyTime rules, policies, and operating procedures concerning customer orders, customer service, and sales 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 Product sold under the Affiliate Program in accordance with our own pricing policies.
- 8.2 Product prices and availability may vary from time to time. Because price changes may affect items that you already have listed on your website, you will be responsible for maintaining the correct current prices on your website at all times. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular Product.

9 Non-Exclusive Limited License and Use of MoneyTime Logos and Trademarks

- 9.1 We grant you a non-exclusive, non-transferable, revocable right to (i) access our websites through 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 (collectively "Marks"), solely for the purpose of selling Product on your website for MoneyTime. You may not alter, modify, or change the MoneyTime logos, trademarks or any other text content provided to you through the MoneyTime affiliate section. The use of any of the logos, trademarks or text content are only extended to members in good standing in the MoneyTime Affiliate Program.
- 9.2 If you see logos, trademarked items or text content that is not in the materials available to affiliates in the marketing section and you wish to use on your website, you may not use them without prior written permission. Permission is not to be construed as MoneyTime giving you any legal ownership or rights to these logos, trademarks, or text content. MoneyTime's own use of any logos, trademarks, or text content in the display or marketing of MoneyTime products does not automatically make it acceptable for affiliates to assume

usage of same materials is considered acceptable use of such materials for promotion of MoneyTime products.

- 9.3 Affiliates should assume that ONLY materials directly made available from MoneyTime to Affiliate for the purpose of selling product for MoneyTime shall be acceptable to use. The rights granted to you pursuant to this section shall terminate upon the effective date of the expiration or termination of this Agreement. Additionally, we reserve the right to secure the highest position in pay-per-click and pay-per-position search engines and advertising sites by submitting a bid for URLs or other search terms considered as trademarks, sales marks, service marks, registered trademarks, or registered URLs (or any variations or abbreviations of same) of MoneyTime. At no time shall you submit bids or use other methods that would cause listings for your site to rank higher than MoneyTime rankings for trademarks, sales marks, service marks, registered trademarks, or registered URLs (or any variations or abbreviations of same) of MoneyTime.

10 Publicity, Email, and Spam Policies

- 10.1 You are free to promote your own websites, but naturally any promotion that mentions MoneyTime could be perceived by the public or the press as a joint effort. Therefore, at all times you must clearly represent yourself and your websites as independent from MoneyTime.
- 10.2 "Spamming" is unacceptable to us. You may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote MoneyTime so long as the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups and social media sites to promote MoneyTime so long as the groups/ sites specifically welcome commercial messages. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in our Affiliate Program and any pending balances owed to you shall not be paid.

11 Responsibility for Your Site

- 11.1 You will be solely responsible for the development, operation, and maintenance of your website and for all materials that appear on your website. You hereby represent and warrant to us that materials posted on your website do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights), and that materials posted on your website are not libelous or otherwise illegal.
- 11.2 You must have express permission to use copyrighted material owned by another party or other proprietary material. We will not be responsible if you use copyrighted material from another party or other proprietary material in violation of the law.

12 Term of the Agreement

- 12.1 The term of this Agreement will begin when your affiliate application has been approved by us and you have accepted the Terms and Conditions in this Agreement. This Agreement will end when terminated by either party. The Agreement may be terminated by MoneyTime or the affiliate for any reason with thirty (30) days notice in writing or via email, or immediately upon notice of any breach of the provisions of this Agreement.

12.2 Upon termination you may no longer use MoneyTime banners, images, content, trademarks, etc., on your website, or provide hyperlinks to the MoneyTime website. If this Agreement is terminated because you have violated the terms of this Agreement or if this Agreement is terminated because your website becomes subject to the Content Restrictions set out in Clause 1, 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 eligible to earn a commission only on sales occurring during the term of the Agreement, and commissions earned through to the date of termination will remain payable only if the related orders are not canceled or returned. We reserve the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

13 Modification

13.1 We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion. Notice of any change by email to your address on our records, or the posting on our website of a change notice or a new agreement, is considered sufficient notice for notifying you of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and Affiliate Program rules.

13.2 All such modifications shall take effect 48 hours after we serve notice as provided above, unless we indicate otherwise. 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 website, will constitute binding acceptance of the change.

14 Relationship of Parties

14.1 You and MoneyTime 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.

15 Limitation of Liability

15.1 We will not be liable for indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data arising in connection with this Agreement, the Affiliate Program, or MoneyTime performance of services or of any other obligations relating to the Agreement, 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. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought.

16 Disclaimers

16.1 We make no express or implied warranties or representations with respect to the Affiliate Program or any Product or other items sold through the Affiliate Program (including, without limitation, warranties of fitness for a particular purpose, 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 website will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

17 Representations and Warranties

17.1 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.

18 Confidentiality

18.1 We may disclose to you certain information as a result of your participation as part of the Affiliate Program, which information we consider to be confidential (herein referred to as "Confidential Information"). For purposes 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 MoneyTime, customer and vendor lists relating to MoneyTime, and pricing and sales information for MoneyTime 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 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.

18.2 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 third-party use of the information.

19 Indemnification

19.1 You hereby agree to indemnify, defend, and hold harmless MoneyTime, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorney 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, are related to, 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 representation or warranty made by you herein; or (iii) or any claim related to your website.

20 Independent Investigation

20.1 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 websites that are similar to or competitive with your website. You have independently evaluated the desirability of participating in the affiliate program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

21 Miscellaneous

21.1 This Agreement will be governed by the laws of New Zealand. Any action relating to this Agreement must be brought in a court of New Zealand and you irrevocably consent to the jurisdiction of such court. 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.

21.2 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.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MONEYPAGE GLOBAL LTD. BY CLICKING THE "I ACCEPT" BUTTON IN THE AFFILIATE APPLICATION YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AFFILIATE NETWORK AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS HEREOF.