

# LawPath Affiliate Program Terms & Conditions

The terms and conditions of this agreement (the “Agreement”) prescribe the terms governing the arrangement entered into between LawPath Operation Pty Ltd and the partner (the “Parties”) for the payment of referral fees (the “Referral Fee”) in exchange for new user referrals who engage LawPath for the provision of legal services.

This Agreement is made between you (“Referrer”) and LawPath Operations Pty Ltd (163 055 954) 502, 64 Kippax Street, Surry Hills NSW 2010 (“LawPath”).

## 1. User Referral

- 1.1. Referrer agrees, from time to time, to refer prospective users to LawPath for the provision of legal services that LawPath may offer from time to time.
- 1.2. Each referral (the “Referral”) will be an Australian based user who has not previously engaged LawPath for the provision of services.
- 1.3. Referrer is not obliged to refer any users (‘Referred User’) to LawPath and may enter into any other similar referral arrangement with other parties.
- 1.4. LawPath is not obliged to accept any users referred by Referrer and may enter into any other similar referral arrangement with other parties.

## 2. Method of referral

- 2.1. Referrer will be issued a unique referral link at the time of sign up. This unique referral link is also available through the affiliate dashboard.
- 2.2. Referrer will direct Referred User to LawPath subscription using the unique referral link provided. This referral link is valid for 30 days to capture any trailing sign ups.
- 2.3. Upon sign up to a free trial, LawPath will record the Referred user and associated referral link. The associated commissions will then be listed on the affiliate dashboard.

## 3. The Fee

- 3.1. The Referral Fee is set out in Schedule 1 of this Agreement. (the “Referral Fee Amount”).
- 3.2. The Referral Fee Amount is due and payable by LawPath to Referrer upon the following events occurring:

- (a) The Referred User has signed up to a trial LawPath legal subscription at my.lawpath.com or through any sign up page connected to the LawPath subscription.
- (b) LawPath will issue a monthly report to the Referrer with details of sign ups and will notify Referrer of the Referral Fee Amount;
- (c) The monthly report will include a valid tax statement (the "Tax Statement") outlining the Referral Fee Amount (including GST) for the previous month.

3.3. The Tax Statement will stipulate:

- (a) the date of issue;
- (b) the name of the Referred User;
- (c) Referrer's valid Australian Business Number (ABN);
- (d) Referrer's legal name, address and telephone number; and
- (e) payment terms of thirty (30) days from the date of the tax statement.

3.4. LawPath will pay the Referral Fee Amount within the time frame stipulated in the Tax Statement.

3.5. LawPath retains the right, at its complete discretion to alter or amend the Referral Fee. LawPath must give the Referrer 24 hours notice in the event that the Referral Fee is altered or amended.

#### **4. Privacy Protection**

LawPath agrees to keep all Referred User information confidential in accordance with its Privacy Policy that can be found at [www.lawpath.com/privacy](http://www.lawpath.com/privacy).

#### **5. Restrictions**

5.1. LawPath has placed a number of restrictions around the LawPath referral program. These restrictions are set out in Schedule 2 of this Agreement.

#### **6. No Agency**

6.1. This Agreement does not create any legal or fiduciary relationship between the parties.

6.2. Referrer, its employees, servants or agents must not represent, convey or in any way make out to be an agent, partner, representative, employee, contractor or affiliate of LawPath.

6.3. Neither party shall have any right, authority or permission to legally bind the other party to any contract, arrangement or obligation.

#### **7. Term**

The term of this Agreement shall commence upon the parties entering into this Agreement and terminate immediately upon either party serving notice to the other party.

## **8. Indemnity**

The Referrer agrees to indemnify LawPath against any loss, damage, liability or expense incurred by the Licensee arising directly or indirectly from:

- (a) a breach of this agreement: or
- (b) any negligent or wilful act or omission of the Referrer or anyone acting on the Referrer's behalf.

## **9. General Provisions**

9.1. LawPath may amend this Agreement by giving notice to affiliate partners.

9.2. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be fully severed and the Agreement will be construed and enforced without that severed provision.

9.3. The rights created under this Agreement are non-assignable. For the avoidance of doubt:

- (a) no future Referral Fee will be due and payable to Referrer if this Agreement is terminated pursuant to clause 7, whether the right to the Referral Fee arose prior to the termination or otherwise;
- (b) the relationship between the parties will be severed so that there is no longer an obligation to pay a Referral Fee.

9.4. This Agreement is governed by the laws of New South Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of that State.

## **SCHEDULE 1**

The Referral Fee is:

- (a) \$59 referral subscription fee for every new customer who upgrades to a monthly subscription for 61 days or more or an annual subscription (incl. GST).
- (b) 20% commission on their first transactional Marketplace purchase post free trial signup. This commission is limited to transactions conducted within thirty (90) days of the User joining LawPath.

Example:

To give you some scenarios of possible commission (all incl GST):

(a) Subscription: \$59

(b) Subscription with MarketPlace: Subscription \$59 + Marketplace quote \$1,000 (20% average Marketplace price - \$200) = \$59+\$200 = \$259

## **SCHEDULE 2**

### Restrictions on the Referrer:

(a) NOT ALLOWED: All other uses of banners or links, such as newsgroups, chat rooms, ICQ, message boards, banner networks, hit farms, counters, or guestbooks etc. are NOT allowed.

(b) NOT ALLOWED: Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.

(c) NOT ALLOWED: Any display of a merchant window that isn't the result of a direct click by the end-user.

(d) NOT ALLOWED: Referral of any non-Australia based Referred Users.

(e) You cannot SPAM. We will terminate this agreement on the first offense of SPAMMING. Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough, we WILL terminate this Agreement on the first offense.

(f) You cannot send traffic from ads on Google Adwords / Bing directly to your affiliate link. This traffic must first go through your site. You can buy/send traffic directly to your affiliate link through any service other than Adwords / Bing, providing you are using approved marketing materials from your dashboard.

(g) You cannot bid on any of the following terms or any phrases that include any of the following terms:

- i. LawPath
- ii. lawpath
- iii. lawpath.com
- iv. lawpath.com.au
- v. www.lawpath.com
- vi. www.lawpath.com.au
- vii. Law Path

(h) Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN TERMINATION AND VOIDED COMMISSIONS.