

Version: 21 July 2021

## **REFERRAL SCHEME AGREEMENT**

This Referral Scheme Policy ("Agreement") is a Schedule of and forms part of the BBB On Demand Terms and Conditions having the same version date:

### **1. Definitions and interpretation**

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning or, if not defined here, the meaning set out in section 1.1 of the Terms and Conditions:

**"Affiliate Code"** means the unique sequence of letters and numbers supplied by the Provider to the Subscriber via the accounts page of the Website – which can be shared by the Subscriber with Potential Customers (or used to create meetings on their behalf) in order to earn income or discounts on their use of the Hosted Services.

**"Affiliate Link"** means a URL containing the Affiliate Code supplied by the Provider to the Subscriber which, if clicked by Potential Customers identifies the Subscriber as the referral source to the Provider.

**"Potential Customers"** means organisations which are not currently a Customer but who might go on to become a New Customer.

**"New Customer"** means a Customer who was referred to the Service by the Subscriber and created an account using an Affiliate Code or Affiliate Link; or who gives permission to the Subscriber to use the Hosted Services on their behalf where the Subscriber passes the Affiliate Code to the Provider using the API as described on the 'partner' page of the Website.

**"Referral Scheme"** means an arrangement under the terms of this Agreement whereby the Subscriber earns Revenue by referring Potential Customers who become Customers.

**"Revenue"** means money earned by the Subscriber through the Referral Scheme, which is paid to the Subscriber or used by the Subscriber as credit for their use of the Hosted Services.

**"Subscriber"** means a Customer who participates in the Referral Scheme by sharing an Affiliate Code or Affiliate Link or uses the Affiliate code to make use of the Hosted Services on behalf of other Customers (such as by creating meetings for them using their Access Credentials).

### **2 Preamble**

2.1 This Agreement applies to the Referral Scheme operated by the Provider which allows Subscribers to earn Revenue by referring New Customers to the Provider, directly or by sharing an Affiliate Link or by making use of the Hosted Services on their behalf.

2.2 Subscribers are deemed to be bound by the terms of this Agreement if and whenever they share the Affiliate Code on the internet or directly with third parties or pass the Affiliate Code to the API when using the Hosted Services on behalf of other Customers.

### 3. **Eligibility**

3.1 In order to participate in the Referral Scheme a Subscriber must have a valid payment card set up on the Website.

3.2 Subscribers may refer more than one Potential Customer and will earn Revenue for all Potential Customers that become New Customers. Those New Customers may if they wish join the Referral Scheme.

3.3 For the avoidance of doubt, the Referral Scheme shall apply to the current Hosted Services. In the event that the Provider offers any revised, enhanced or different service, then it shall be at The Provider's option whether or not it extends the Referral Scheme to any new service.

### 4. **Distribution of Affiliate Codes & URLs**

4.1 The Provider may from time to time make available to Subscribers a Referral Code and Affiliate Link. The Affiliate Codes shall be unique to each Subscriber.

4.1 The Subscriber may pass the Affiliate Code and or the Referral Link to an unlimited number of Potential Customers. The Provider permits Subscribers to share Affiliate Codes on their owned websites, social media and in relevant forums and communities, and to refer to The Provider in doing so. Subscribers agree to provide details to The Provider on request as to how they have distributed Affiliate Codes and/or Referral URLs.

4.2 Subscribers shall not distribute the Affiliate Code or Affiliate Link:

(a) in exchange for any payment or other benefit from a third party; or

(b) in any publication for which they have been paid by a third party (e.g. a sponsored blog post); or

(c) in any manner which has the aim or effect of damaging the business or reputation of the Provider or any of its commercial partners; or

(d) on any discount code website, voucher website or any similar service; or

(e) using paid advertising to promote their Affiliate Code; or

(f) create any website specifically to promote their Affiliate Code; or

(g) purchase any advertising keywords for any internet search engine (e.g. Google Adwords) to promote the Affiliate Code; or

(h) in any manner which breaks any applicable law; or

(h) without making clear that the Subscriber will receive financial remuneration if the Potential Customer signs up to the Hosted Services.

## **5. Using an Affiliate Code**

- 5.1 Potential Customers can use an Affiliate Code by clicking on an Affiliate Link. This takes them to the Website and the Affiliate Code is stored in the 'session' tracked by a cookie. If the Potential Customer chooses to create an account on the Website during the lifetime of the session, the Affiliate Code is stored in the database – creating a link to the referring Subscriber.
- 5.2 The Provider has taken steps so that Affiliate Code is stored in the cookie so that even if the Potential Customer returns to the website and creates an account at a later time or after restarting the browser, the Affiliate Code will still be detected. This process is however not entirely under the control of the Provider and depending on the browser settings or security software installed by the Potential Customer or technical errors, or the user choosing a different browser, or excessive delay, or clearing browser cookies, it is possible that the Affiliate Code will be lost and no link will be created between the Subscriber account and the account created by the Potential Customer. The Provider will make a reasonable effort to ensure the link is created but cannot guarantee that this will take place.
- 5.3 In the alternative, the Subscriber can share the Affiliate Code directly with Potential Customers, who can if they wish enter this into the form on the Website when they are creating an account.
- 5.4 It is only possible to use the Affiliate Code as described in pt. 5.1, 5.2, 5.3 at the time the Potential Customer creates a new account on the Website. A Referral Code cannot be added retrospectively.
- 5.5 In the alternative, if a Customer has authorised the Subscriber to use their Access Credentials to use the Hosted Services (for example creating meetings for them using an integration in a SAAS offering of the Subscriber) – the Subscriber can add the Affiliate Code to the Access Credentials as described on the 'partners' page of the Website. The Provider will detect the Affiliate Code and treat the Customer as a referral from the Subscriber under the terms of this agreement.

## **6. Revenue Sharing**

- 6.1 From the time a New Customer is linked to a Subscriber using an Affiliate Code, as described in section 5, the Provider shall award the following Revenue to the Subscriber identified by that Affiliate Code:
- 6.2 For each subsequent month up to a maximum of two years, the account of the Subscriber will be credited with an amount based on billing of the New Customer in the previous month per the following calculation:
  - (a) Take the total amount billed and *successfully charged* for activities in the previous month.
  - (b) Deduct any tax included in this amount, such as VAT
  - (c) Calculate 5% of the remaining sum – which is the revenue share for the referring Subscriber from the activity of the New Customer.

- 6.3 No revenue share is paid on amounts that are unpaid or under dispute – the phrase *successfully charged* in clause 5.2 means cleared funds after a reasonable delay to ensure there is no dispute or call back charge.
- 6.4 The Revenue is credited to the Stripe account linked to the Subscriber account and the credit card entered by them. The Subscriber can use this credit to reduce their own bill in using the Hosted Services or – if the account is in credit after their use of the Hosted Services – the balance will be transferred to them via their payment card.
- 6.5 The minimum credit that will be transferred to the Subscriber is \$20 and any balance below that will remain on account and rolled to subsequent months until it is above this amount whereupon payment will be made to the Subscriber's payment card.
- 6.6 Where a Subscriber successfully refers more than one New Subscriber, the Revenue sharing shall apply cumulatively

## **7. Disclaimer**

- 7.1 The Provider offers the Referral Scheme on a temporary basis in good faith and at its sole discretion. Subscribers shall utilise the Referral Scheme in good faith, and acknowledge that insofar as permitted in law, the Provider shall not have any liability in connection with the Referral Scheme. The Provider's decisions as to the validity of any Affiliate Code and as to any party's entitlement to any discount under this Referral Scheme shall be final and binding. The Provider has the right to amend these Terms without notice, and shall post amended Terms on its website.
- 6.2 Notwithstanding any provision of these Terms, The Provider retains the right at any time without reason, at The Provider's sole direction, to: (i) amend, withdraw and/or suspend the Referral Scheme (in whole or in part); and/or (ii) exclude any particular Subscriber(s) from the Referral Scheme. Should The Provider decide to materially amend the Referral Scheme, or to withdraw or suspend it (in whole or in part), The Provider shall provide Subscribers with at least one (1) month's notice by email, unless such amendment, withdrawal or suspension is due to breach of these Terms or any other contract the Provider has with the Subscriber, in which case The Provider may cease that Subscriber's rights under the Referral Scheme immediately without notice. The Provider does not guarantee the availability or continuation of the Referral Scheme for any period. Additionally, where a Subscriber has breached these Terms or any other terms and conditions applying to use of the Service, the Provider retains the right to reclaim the value of any Revenue Share granted to such Subscriber.

## **7. Transfer**

- 7.1 Referral discounts may be assigned from one Subscriber to another where the change in Subscriber details is required only to reflect a change in the legal form of a Subscriber (e.g. sole trader incorporating a limited company).

## **8. Relationship of the Parties**

- 8.1 Subscribers shall not use the name, branding or trademarks of the Provider or of BigBlueButton Inc: (i) in any way which suggests any relationship of agency, partnership or any similar affiliation between the Subscriber and the Provider beyond that described in this Agreement; (ii) in any other manner which may damage the reputation, goodwill or business of The Provider; or (iii) for any purpose not expressly permitted by these Terms. For the avoidance of doubt, the foregoing shall not extend to any use for which The Provider has granted permission (e.g. by providing Subscribers with the Provider branded email or website banners)