Affiliates

Terms and Conditions

This World Nomads Affiliate Agreement (Agreement) contains the terms and conditions set out below which apply to your participation as an affiliate member (Affiliate) of the World Nomads Partner Program (Program).

Details of the Program can be found at http://www.worldnomads.com (World Nomads Web Site). This web site is operated by WorldNomads.com Pty Limited (ABN 62 127 485 198) (World Nomads).

This Agreement is effective on the date we send you an email to confirm your application to become an Affiliate is approved by us (Effective Date).

As used in this Agreement, "we", "our", and "us" refers to World Nomads and "you" and "yours" refers to the "Affiliate".

By accepting these terms and conditions when you apply online to become an Affiliate under the Program and receiving and using the online content supplied by us which links to the World Nomads Web Site, you, by this conduct, are confirming that you have read this Agreement and agree to be bound by the terms and conditions contained in this Agreement.

If you do not agree with any of the terms and conditions set out in this Agreement, do not apply to join this Program.

1. True and Complete Information

- You represent and warrant that all information provided by you in connection with becoming an Affiliate is true and complete.
- If World Nomads determines that any information provided by you is not true and complete, we may immediately terminate your participation under this Agreement without notice.

2. Suitability of Affiliate

You represent and warrant that neither your web site(s) that will be used as part of your participation as an Affiliate under this Agreement (Affiliate Web Site) nor any content or technology used in connection with the Affiliate Web Site or any other

asset used by you for promotional purposes, including electronic communications, social media search engine marketing and advertising programs (Affiliate Assets):

- infringes on any third party's intellectual property, publicity, or privacy rights;
- violates any law or regulation;
- is threatening, defamatory, obscene, harmful to minors, or contains nudity or pornography;
- contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- is materially false, inaccurate, or misleading;
- promotes violence;
- promotes discrimination based upon race, sex, religion, nationality, disability, sexual orientation or age;
- promotes the use of bulk email or spam;
- promotes the use of pyramid schemes; or
- promotes illegal gambling, sports betting or touting.

3. Affiliate's Rights

- You may display factual information regarding World Nomads' products and services and establish links from the Affiliate Assets, including the Affiliate Web Site, to the World Nomads Web Site, subject to the terms and conditions of this Agreement.
- World Nomads grants you a non-exclusive, non-transferable, revocable, non-sub licensable worldwide licence:
    - to access World Nomads Web Site through widgets and hypertext markup language ("HTML") links;
    - to use World Nomads' logos, trade names, trademarks, travel insurance information and similar identifying material and other content including coded and traceable widgets, HTML links or link formats, Promotional Codes or Donation Codes which World Nomads makes available to you in connection with this Program, which are owned by or licensed to World Nomads for use in connection with the Program (World Nomads Content); and
    - to display factual information about the travel insurance products available from World Nomads Web Site.

  You are only entitled to use World Nomads Content during the Term of this Agreement. The license granted under this clause 3(b), will terminate immediately upon termination of this Agreement. World Nomads may revoke the licence at any time by giving you written notice, following receipt of such notice you must take immediate action to remove and/or deactivate all links from the Affiliate Web Site to the World Nomads Web Site.

- World Nomads will provide you with a uniform resource locator ("URL") through which you will be able to track the Product purchases by customers

and online users which are made in accordance with this Agreement (Referred User).

- You must not:
    - use any unsolicited bulk email or other spamming techniques to market World Nomads' products or services;
    - fill out or otherwise prepare or complete any insurance application or proposal form for any insurance product available via World Nomads' Web Site on behalf of a Referred User;
    - sell a travel insurance product or collect insurance premiums on behalf of World Nomads or its insurance providers;
    - handle, negotiate or settle any claim on behalf of a Referred User;
    - pass personal information to the Affiliate about a Referred User; or
    - provide any advice or recommendation whatsoever to any person to buy any insurance product or as to the suitability of any insurance product available via the World Nomads Web Site to that person's travel insurance needs.

4. Content Usage Restrictions

- You represent and warrant that you will not, except as specifically authorised by this Agreement:
    - copy or display any World Nomads Content;
    - modify, adapt, translate or create derivative works based on World Nomads Content without prior authorisation in writing from World Nomads;
    - remove, erase, or tamper with any copyright or other proprietary notices in any copy of any of World Nomads Content;
    - sell, market, license, sublicense, distribute, disclose or otherwise grant to any person any right or interest in World Nomads Content;
    - take any action which may mislead or cause deception, confusion or otherwise dilutes the quality of World Nomads Content or the goodwill associated with it;
    - provide consumers with any information which misrepresents any service or product available via the World Nomads Web Site, including comparisons with other insurance products;
    - promote or represent an insurance product available from the World Nomads Web Site in any way which is not authorised by us; or
    - present an insurance product available from the World Nomads Web Site or any other World Nomads services as your own.
- You must comply with any content guidelines provided by World Nomads and all reasonable directions from World Nomads in relation to:
    - the display of World Nomads Content;
    - your content which is derived from World Nomads Content; and
    - any content relating to travel insurance displayed in any Affiliate Asset.

5. Property Ownership Rights

- We retain all rights, title and interest in World Nomads Content including all intellectual property rights that exist in World Nomads Content.
- You represent and warrant that you will not take any action that is inconsistent with our ownership of World Nomad's Content.
- Any rights or other benefits accruing from the use of such World Nomads Content by you will automatically vest in World Nomads and you must do all things reasonably requested by World Nomads to protect such rights for the benefit of World Nomads.

6. Logo and Trademark Usage: WorldNomads.com

- The Affiliate represents and warrants to World Nomads that except for World Nomads Content, it shall not use or display any trademark, logo, or branding (including, without limitation, any misspelling or substantially similar version thereof) of WorldNomads.com or its related entities, in any manner whatsoever (including without limitation, in any search engine marketing or search engine optimisation, in any domain name, any other online/offline marketing or advertising etc.) without first obtaining prior written approval from us, which may be denied at our sole discretion.
- Examples of trademarked terms that we will not permit you to use, display or bid on are (this includes misspellings or substantially similar versions of the words and phrases below):
    - World Nomads
    - WorldNomads.com or any other World Nomads domain
    - World Nomads Travel Insurance
    - World Nomads Insurance
    - Nomads Insurance

7. Operation and Maintenance of World Nomads Web Site

- World Nomads may accept or reject, in its sole discretion, all sales to Referred Users for products or services placed on or through World Nomads Web Site.
- You do not have any authority to represent World Nomads in any capacity or to create any legally binding obligation on behalf of World Nomads.
- World Nomads cannot, and does not, guarantee or make any representation or warranties in relation to the availability of any products or services offered for sale on World Nomads Web Site.
- World Nomads is solely responsible for all pricing, quotations, sales processing and fulfilment and all other aspects of World Nomads Web Site and the sale of products or services using World Nomads Web Site.
- You acknowledge that you obtain no right, title or interest in any personal information obtained through the use of World Nomads Web Site, and that you must comply at all times with the provisions of the Privacy Act 1988 (Cth) in relation to any use that you make of such information.
- The form, content and frequency of any reports we may provide you under this Agreement may vary from time to time at our discretion.

8. Referral Fee Payments

- World Nomads agrees to pay a fee (Referral Fee) to you that equals a percentage of the transaction value to a maximum of 10% for all Confirmed Sales traceable, as outlined in Clause 10, through the World Nomads Content supplied.
  The Referral Fee only becomes payable once the Sale of the product or service via the World Nomads Web Site has been confirmed by us. For travel insurance sales, unless cancelled, a Sale will be confirmed by us following the initial policy Start Date (Confirmed Sale).

  For purposes of this Agreement, " Sale" means the initial cash consideration received by World Nomads or our insurance partners from products or services sold in a transaction resulting directly from a Referred User following a link from the World Nomads Content appearing on the Affiliate Web Site or other Affiliate Assets to the World Nomads Web Site and where the Referred User purchases such products or services during the period when the cookies are able to track such sales in accordance with Clause 10 of this document, less applicable taxes (including GST), Footprints Network donations and other value-added service charges, merchant fees, bank or credit card processing fees or policy fees, returns and chargebacks.

  For clarity, a Confirmed Sale of travel insurance does not include any subsequent additions, amendments or extensions to the travel insurance policy, which may be purchased after the initial sale by the Referred User.
- Subject to the terms and conditions of this Agreement, World Nomads will pay you the Referral Fee derived from Confirmed Sales during the prior month by the end of the succeeding month, unless otherwise notified.
- World Nomads will use reasonable endeavours to notify you of any anticipated delays in payment by World Nomads.
- World Nomads will rollover Referral Fees due under this Clause 8 to the next month if the payment amount is less than the minimum payment threshold of AUD$150 for PayPal payments and AUD$250 for bank transfers.
- For clarity, no Referral Fee is payable in respect of a Confirmed Sale unless the Referred User follows a link from World Nomads Content located on your Affiliate Web Site to our web site or uses a Promotional or Donation Code supplied by World Nomads to you, and the Referred User purchases an item using our ordering system and remits full payment, and we can track such sale in accordance with Clause 10 of this document.
- If a Referral Fee is paid under this Agreement in respect of a Confirmed Sale which is later cancelled by the Referred User, the Referral Fee in respect of that cancelled Sale will be deducted by World Nomads from the next monthly payment to be made under this Clause 8.
- Upon termination of this Agreement, World Nomads will ensure that you are paid all Referral Fees owed to you as at the termination date (Final Referral Fee).
- The Final Referral Fee may be withheld by World Nomads at its discretion for a reasonable period to ensure that the correct amount is to be paid to

you after taking account of any adjustments that may be required, including, but not limited to, adjustments for cancellations.
- All Referral Fees are calculated in Australian dollars at the time of the relevant transaction which results in the issue of a policy of insurance.

9. Tax

As a condition to you joining the Program as an Affiliate, you must advise us of any details of your business reasonably required by us to properly understand our obligations with respect to the payment of any remuneration payable to you under this Agreement, including without limitation your current status under Commonwealth of Australia taxation laws, including: a New Tax System (Goods & Services Tax) Act 1999 (GST Law).

Specifically, you must:

- advise if your business is located or registered in Australia, and if so you must, advise us if you:
    - Have an Australian Business Number (ABN) and are registered for GST. This means that you have a current ABN under the GST Law, in which case you must provide us with its ABN and, accordingly, the amount of the Referral Fee paid to you will include a GST component of +10% which is required because the service being supplied by you to World Nomads is a taxable supply under GST Law; or
    - Have an ABN and are not registered for GST. This means your business earns less than the threshold amount and you are not required to be registered for GST and accordingly the amount of the Referred Fee will not include a GST component.
    - You do not have an ABN. This means that you do not have a current ABN. In this case the applicable taxation laws require World Nomads to withhold 48.5% of the amount due to you and to pay this to the Australian Taxation Office on your behalf;
- advise us if the location of your operation is not within Australia. If it is not then no GST is payable in respect of the referral service being provided by you to World Nomads. The Referral Fee paid in such circumstances will be the amount due calculated under this Agreement.
- advise us if you are becoming an Affiliate under this Agreement as a hobby (this applies both to Australian and International operations). This means that the Affiliate Web Site is operated by you as a hobby and, accordingly, World Nomads is not required to withhold 48.5% of the amount due as a Referral Fee. If you wish World Nomads to treat your operation as a hobby you must provide a written, signed statement that the operation of the Affiliate Web Site is a hobby and not a business. A full list of the criteria of a hobby operation is available from MT1999/D1, which is public ruling made by the Australian Taxation Office. Alternatively visit the website www.law.ato.gov.au and do a search for “hobby website” to find the criteria or seek independent accounting advice.

10. Sales Tracking

- Using World Nomads' software, we will track Sales made by Referred Users who come to World Nomads Web Site though World Nomads Content displayed on your Affiliate Web Site, and Sales using a discount or promotional code we supply to you which are associated with this Program.
- We will pay you a Referral Fee for such Sales under Clause 8 provided that we are able to accurately track such Sales through the use of a referral tracking cookie, which is supplied to you in the World Nomads Content. The use of cookies is the only method by which we will track Sales under this Agreement.
- You acknowledge and accept that:
    - Only correct use of World Nomads Content will drop a referral tracking cookie on the user's computer, enabling World Nomads to allocate the Referral Fee to you correctly; and
    - World Nomads' tracking cookie is set to expire after 30 days on the Referred User's computer and that after such time we cannot track Sales using such cookies; and
    - if our cookies are deleted, erased, corrupted or become unworkable for whatever reason, we will no longer be able to track Sales to you from Referred Users; and
    - we can only track Sales made by the last Program referral tracking cookie on the Referred User's computer. For clarity, if a Referred User uses another referral tracking cookie associated with the Program before purchase, such as, but not limited to, a promotional code, this last cookie dropped on the Referred User's computer will be allocated the Sale;

      and in all such cases we shall not be liable for payment of any Referral Fees or any other loss or damages whatsoever, including in respect of any additional purchases of products or services made by such Referred User(s) from us or our insurance partners after the time that such cookies are incapable of tracking Sales.
- The sales tracking and other information that World Nomads compiles in connection with the Program, is binding on both World Nomads and you and the parties undertake to one another that they will not challenge or dispute the completeness or accuracy of the information.

11. Independent Contractors and Relationships

- All Affiliates are independent contractors to World Nomads and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
- Affiliates are responsible for their own federal, provincial, state, local or other taxes.

12. World Nomads guarantees no specific income from this Program

- World Nomads makes no representations or warranties whatsoever in relation to any future matters arising under the Agreement, including the quantum of Referral Fees that you may receive under this Agreement.
- We may change our policies, operating procedures or Referral Fee levels at any time by notice to you or by implementing such changes on the World Nomads Web Site .
- We reserve the right to reject sales to Referred Users that do not comply with any of our policies, operating procedures or any other requirements that we periodically may establish in connection with our business.

13. Responsibility for Affiliate URLs and Affiliate Participation

13.1. You will be solely responsible for the development, operation, and maintenance of all URLs that are linked to World Nomads Web Site, for all materials that appear on such URLs and you must use your best commercial endeavours to maintain such URLs in full working order at all times up to the date of termination of this Agreement.

13.2. World Nomads retains the right to monitor your Web Site to ensure World Nomads Content, including HTML links to World Nomads Web Site and any content displayed on the Affiliate Web Site is appropriate. This review may include, without limitation, ensuring that any content displayed is compliant with applicable laws and regulations. If World Nomads, in its sole discretion, determines that any content is inappropriate for any reason, then World Nomads may either notify you of any changes to be made or alternatively may terminate this Agreement. In the event World Nomads notifies you of changes to be made to your content, World Nomads Content or any other HTML links or other content displayed on the Affiliate Web Site and such changes are not made within seven (7) calendar days, or a mutually acceptable timeframe as agreed in writing, World Nomads may immediately terminate this Agreement upon written notice to you.

13.3. Upon termination of this Agreement for any reason you agree to immediately remove all HTML links from the Affiliate Web Site to World Nomads Web Site and all World Nomads Content.

13.4. You may not in any manner misrepresent or embellish the relationship between you and World Nomads, nor may you express or imply any relationship or affiliation between World Nomads and you or any other person or entity except as expressly permitted by this Agreement or by prior written agreement with World Nomads.

14. Affiliate Indemnification

You will indemnify, defend and hold harmless, World Nomads, its related bodies corporate (as defined in the Corporations Act) and associates (as defined in the Corporations Act), and each of their respective directors, officers, employees, agents, affiliates, successors and assigns against any claim, suit, action, judgment,

liability, loss, cost, expenses and other damages, including reasonable solicitor's fees, arising out of or in connection with:

- any breach or alleged breach of your representations and warranties set out in this Agreement;
- the failure to comply with or perform this Agreement;
- the Affiliate Web Site(s) and/or any content, technology or other materials displayed or contained on the Affiliate Web Site(s), including, but not limited to, claims of infringement of third party intellectual property rights;
- your failure or alleged failure to comply with any applicable law; and/or
- actual or alleged wrongful act or omission by you, your employees, officers or contractors or agents.

15. Term of the Agreement

This Agreement shall commence on the Effective Date and shall terminate on the first to occur of the following:

- date on which World Nomads no longer maintains the Program;
- the date on which a party provides written notice to the other party that they wish the Agreement to be terminated; or
- the date on which World Nomads notifies you that it has determined, in its sole discretion, that you have breached this Agreement or that the Affiliate Web Site(s) are unsuitable to participate as an affiliate of World Nomads under the Program.

16. Modification of Agreement

- World Nomads reserves the right to modify this Agreement, at any time in its sole discretion, by posting a change notice or a new agreement on World Nomads Web Site and sending an email notification to you at which time the Agreement will immediately be deemed to have been modified in accordance with the change notice or new agreement.
- If any modification is unacceptable to you, your sole recourse is to terminate the Agreement by notice under Clause 15(b).
- Your continued participation in the Program as an affiliate following the modification of this Agreement shall constitute acceptance of such modification by you.

17. Warranty Disclaimer

- World Nomads makes no warranties, representations, guarantees, or conditions with regard to the products and services sold on World Nomads Web Site or the operation and maintenance of World Nomads Web Site, whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, or non-infringement or any implied warranty arising from course of performance, course of dealing, or usage of trade.

- World Nomads makes no representation that the operation of World Nomads Web Site will be uninterrupted or error-free.

18. Limitation of Liability

- World Nomads will have no liability for any indirect, incidental, special, punitive, or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or the Program, even if the Merchant was advised of the possibility of such damages.
- World Nomads' aggregate liability arising under or with respect to this Agreement or the Program will in no event exceed the total revenue paid or payable by World Nomads to you under this Agreement during the 12 month period prior to the date such liability arose.

19. Headings

The clause titles and headings used in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify, or place any construction upon or on any of the provisions of this Agreement.

20. Assignment

You may not assign any of your rights or delegate any of your obligations under this Agreement, by operation of law or otherwise, without World Nomads' prior written consent.

21. Waiver

World Nomads' failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

22. Governing Laws

The laws of New South Wales govern this Agreement and World Nomads and Affiliate submit to the exclusive jurisdiction of the Courts of New South Wales.