

# Rent-A-Home.com.au Pty Ltd Affiliate Agreement

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## Preamble

This document represents the Agreement between you the applicant (“the Affiliate” or “you”) and Rent-A-Home.com.au Pty Ltd (“Rent-A-Home” or “The Company”) by which you may participate Rent-A-Home’s Affiliate Program and earn Referral Fees for successful accommodation Booking transactions.

## 1. Interpretation

1.1 In this Agreement, unless the context requires another meaning:

- (a) a reference:
  - i. to the singular includes the plural and vice versa;
  - ii. to a party means a party to this Agreement;
  - iii. to a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this Agreement;
  - iv. to a person (including a party) includes:
    - (a) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency and the person's successors, permitted assigns, substitutes, executors and administrators;
  - v. to a law:
    - (a) includes a reference to any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange;
    - (b) is a reference to that law as amended, consolidated, supplemented or replaced; and
    - (c) includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law;
  - vi. to proceedings includes litigation, arbitration and investigation;
  - vii. to a judgement includes an order, injunction, decree, determination or award of any court or tribunal; and
  - viii. to time is to Australian Eastern Standard Time in Sydney.

1.2 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

1.3 Headings are for convenience only and do not affect interpretation.

1.4 If a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.

1.5 The terms of any agreement incorporated by reference into this Agreement shall form part of this Agreement to the full extent necessary. If there is a conflict between the terms of this Agreement and any such agreement incorporated by reference, the terms of this Agreement shall prevail to the extent of the conflict.

## 2. Term

2.1 Subject to Clause 2.2, this Agreement will commence on the Commencement Date and continue for 12 months unless earlier terminated in accordance with this Agreement.

2.2 At the expiry of the initial term referred to in Clause 2.1, the Agreement will be extended automatically for a subsequent term of 12 months, provided that the parties have agreed to the contractual terms (including Referral Fee) that will apply for the subsequent term before the expiry of the initial term.

## 3. Application

3.1 Prospective affiliate web sites are invited to apply for the Rent-A-Home Affiliate Program by completing our application form.

3.2 Rent-A-Home reserves its right to accept or reject applications to register for the Affiliate Program at its discretion. Web sites that include content or that promote violence, unlawful discrimination will not be accepted by Rent-A-Home in to the Affiliate Program.

3.3 You understand and agree that this Agreement to sell Rent-A-Home’s services is non-exclusive, and Rent-A-Home may enter in to other Agreements with entities in the same geographical or market space.

3.4 You understand and agree that this Agreement does not constitute nor represent any partnership, joint venture or relationship other than that expressly contained in this agreement.

## 4. Acceptance, Links, Distribution and Promotion

4.1 Affiliates that are accepted in to Rent-A-Home’s Affiliate Program must place links, and other specified content on the Affiliate web site subject to the terms of this Agreement.

4.2 General links are to <http://www.rent-a-home.com.au> home page or other such website operated by Rent-A-Home, using the link and promotional content provided by Rent-A-Home to you.



- 4.3 Special links using "tagging" technology enable Booking transactions to be accurately recorded for auditable reporting and remuneration. The specific Referral Link will be provided by Rent-A-Home to you and takes the general format [www.rent-a-home.com.au/affiliate=?](http://www.rent-a-home.com.au/affiliate=?)
- 4.4 Referral fees will only be payable on the basis of transactions recorded via these links. Rent-A-Home will not be liable to you with respect to any failure by you to use special links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.
- 4.5 Neither party has promotional obligations by way of logo, text, web site links nor any other form of endorsement other than as set out in Clause 4.1, 4.2, 4.3, and 4.4.
- 4.6 You agree not to undertake any promotion or advertising that might mislead consumers to believe that such advertising originated from Rent-A-Home.
- 4.7 You agree to not create, distribute or cause to be published any content which makes reference to Rent-A-Home or this Agreement without our express written agreement.
- 4.8 You agree not to bid on Keywords in search engine's online paid advertising forums that relate to Rent-A-Home's brand and trademarks.

## 5. Payment and Taxes

- 5.1 Rent-A-Home will pay the Affiliate a Referral Fee being 20.00% excluding GST of the Rent-A-Home's Booking Fee, calculated on the Total Rental Amount of a Booking, for properties successfully booked and paid through Rent-A-Home via the links set out in Clause 4.
- 5.2 Referral Fees as per Clause 5.1 shall be due at the end of each quarter in which the booking party is due for arrival at the property in the previous quarter.
- 5.3 Rent-A-Home shall provide an online report within 14 days of the end of each quarter stating the volume and value of Booking transactions processed. Reports are available through the website via your Affiliate Login.
- 5.4 Referral Fees will not be payable for bookings cancelled, refunded or rejected.
- 5.5 The minimum Referral Fees payment in any quarterly period is AUD\$100.00.
- 5.6 The referring party will pay all taxes, duties and other government charges payable or assessed in connection with this Agreement, whether applying as at the date of this Agreement or in the future, including, without limitation, goods and services tax, other value added tax, sales or use taxes, stamp duty and turnover tax, but excluding taxes, duties and government charges.
- 5.7 Nothing in this Agreement gives a party any right to any revenue derived by the other party other than the Referral Fee.
- 5.8 Affiliates must notify Rent-A-Home of its GST Status and provide Bank Account Details for electronic payment only.

## 6. Licensing, Intellectual Property and Confidentiality

- 6.1 Rent-A-Home in accepting an application for the Affiliate Program, grants to you a non-exclusive, revocable licence to use the images, text and content provided in accordance with this agreement. Such content may not be modified unless prior written approval is expressly granted by Rent-A-Home.
- 6.2 Neither party grants to the other party the right to receive, copy, download or distribute the content or material of the other party without written consent.
- 6.3 The parties may provide a link between their respective websites as per Clause 4.
- 6.4 The distribution or sale to third parties of any client lists provided by either party is expressly forbidden.
- 6.5 The parties agree that:
  - 6.5.1 subject to the express rights in this Agreement, neither party intends to assign any right, title or interest in any intellectual property owned by that party by virtue of this Agreement without limitation; and
  - 6.5.2 all intellectual property rights in the party's site remain with the party and its licensors.
- 6.6 The parties' obligations in respect of confidentiality are contained in the document contained in Schedule 1, and the parties must comply with all of their obligations set out in that document whether the document has been executed by the parties as a separate agreement or not.

## 7. Affiliate's Responsibilities

- 7.1 You are responsible for your web site, hardware and associate software and associated technical implementation, and ongoing maintenance arising from the participation in the Affiliate Program.
- 7.2 Any communications or promotions performed by you must clearly identify you by including your name, email and domain location. Unsolicited email or 'spamming' promotions will result in Termination under Clause 8.
- 7.3 Any content on your web site must be up-to-date, accurate, not misleading or deceptive, not libellous or infringing as detailed in Clause 9, and free from confusion or misrepresentation.

## 8. Modification and Termination

- 8.1 Rent-A-Home reserves its rights to modify this agreement with 30 days notice. Modifications may include changes to Referral Fees offered or permissions to utilise promotional material, among other things. Failure to accept these modifications will result in Termination of this Agreement.
- 8.2 Either party may terminate this Agreement if any of the following events of default occur:
  - 8.2.1 the other party materially fails to perform or comply with this Agreement or any provision of this Agreement;



- 8.2.2 the other party becomes insolvent, bankrupt, under receivership or subject to any form of insolvency administration or admits in writing its inability to pay its debts as they fall due, or makes an assignment for the benefit of its creditors.
- 8.3 Termination shall be effective upon written notice thirty (30) days after written notice of termination given by the non-defaulting party to the defaulting party, if the defaulting party's defaults have not been rectified within such thirty (30) day period.
- 8.4 The rights and remedies provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement. In the event a non-defaulting party in its discretion elects not to terminate this Agreement, such election shall not be a waiver of any and all claims of that party for such default(s). Further, the non-defaulting party may elect to leave this Agreement in full force and effect and to institute legal action against the defaulting party for specific performance and/or damages suffered by such party as a result of the default(s).
- 8.5 Any monies owing to the Affiliate upon termination of this agreement will be forfeited by the Affiliate should the amount owing be less than AUD\$100.00.

## 9. Warranties, Indemnities and Limitation of Liability

- 9.1 Both parties warrant that:
- 9.1.1 it has the right and ability to enter into this Agreement and grant all the rights herein;
- 9.1.2 the performance by each party of its obligations herein will not infringe any rights of any party;
- 9.1.3 any publication, broadcast, transmission or other use of the content or material of either party in accordance with this Agreement will not infringe any right of any party, and will not breach any applicable law, regulation or relevant industry code; and
- 9.1.4 the Referral will always be true and accurate and in good faith.
- 9.2 Rent-A-Home does not make any express or implied warranty or representation about the content contained on our website nor that the operation of the website will be free from error, interruption or technical problems.
- 9.3 Each party ("indemnifying party") agrees to indemnify and hold harmless the other party (including all of its officers, agents, employees, and affiliates) ("indemnified party") from and against all direct loss, damage, liability and expense (including all reasonable legal fees) suffered or incurred by the indemnified party by reason of any claims, proceedings or suits based on or arising out of any breach by the indemnified party of this Agreement.
- 9.4 Notwithstanding any other term of this Agreement, neither party will be in breach of its obligations, or be liable under any indemnity under this Agreement to the extent that the act or omission which constitutes the breach or gives rise to the right of indemnity, is caused by an act or omission on behalf of the other party or the other party's agents. To the extent that any loss or damage is caused by a negligent act or omission of both parties, each party will be liable to the other in proportion to its contribution to the loss or damage.
- 9.5 To the extent permitted by law, the liability of a party to the other party arising out of or in any way related to this Agreement, on any grounds will be limited to the total amount payable under this Agreement.
- 9.6 The limitation in Clause 9.4 will not apply to any liability arising out of:
- 9.6.1 the death or personal injury of any person;
- 9.6.2 the loss of, or damage to, any tangible property;
- 9.6.3 any act or omission of fraud or dishonesty by the liable party;
- 9.6.4 any payment required to be made under this Agreement;
- 9.6.5 any breach of any obligation of confidentiality owed by the liable party to the other party; or
- 9.6.6 any indemnity given under Section 9 of this Agreement.
- 9.7 In no event will a party be liable to the other party for any loss of business, revenue, interest or profit or for any consequential, indirect, incidental, special, punitive or exemplary damages suffered by the other party arising from or related to the subject matter of this Agreement, even if the former party has been advised of the possibility of such loss or damage.

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