

## World Nomads Affiliate Agreement

This World Nomads Affiliate Agreement ('**Agreement**') sets out the terms and conditions 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>. This web site is owned and operated by WorldNomads.com Pty Limited (ABN 62 127 485 198) ('**World Nomads**').

You will be bound by this Agreement which becomes effective on the date we send you an email to confirm your application to become an Affiliate is approved by us.

We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if, in our sole discretion, we determine that your web site is unsuitable for our Program for any reason including, but not limited to inclusion of content that is in our opinion, unlawful and otherwise does not meet the terms of this Agreement.

By applying to become an Affiliate you are confirming that you have read this Agreement and as a condition of your application you agree to be bound by these terms and conditions if and when you are approved by us to be an Affiliate.

### INTERPRETATION

(1) These words have the following meaning unless the context otherwise requires:

**"Affiliate Assets"** means any platform or facility used or applied by the Affiliate for promotional purposes in connection with the Program including electronic communications, social media search engine marketing, advertising programs or other material electronically published or disseminated;

**"Affiliate Web Site"** means the Affiliate's website which displays World Nomads Contents;

**"Confidential Information"** means any information and data that:

- a. by its nature is confidential;
- b. is designated as confidential; or
- c. a party knows or ought to know is confidential;

including any confidential and commercially sensitive information regarding a party and each of its related bodies corporate, their property, business, affairs, clients, trade secrets, financial, accounting, marketing and technical information, know-how, strategic or business information, concepts, plans, strategies, directions or systems;

**"Confirmed Sale"** means sales that are confirmed by World Nomads in accordance with clause 8(c);

**"Corporations Act"** means the *Corporations Act 2001 (Cth)*;

**"Effective Date"** means the date when we notify you that we accept your application to participate as an Affiliate;

**"GST Law"** means any goods and services tax, value added tax, retail turnover tax, consumption tax, or any similar tax, impost or duty introduced or charged by the Commonwealth of Australia or any state or territory of Australia whether before, on or after the Effective Date, which is or may be levied or becomes payable in connection with the Program and includes;

**"Hyperlink"** means a hypertext markup language ("HTML") link between Affiliate Web Site or Affiliate Assets and the World Nomads Web Site that is provided and approved by World Nomads from time to time and which is able to be tracked by us;

**"Intellectual Property Rights"** means any present and future intellectual and industrial property rights and interests (in common law or equity) whether or not such rights are registered or capable of being registered, including, without limitation:

- a. patents, trademarks (including goodwill in those marks), service marks, copyright, registered designs, trade names, symbols, logos and domain names;
- b. any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- c. all rights of a similar nature to any of the rights in paragraphs (a) and (b) above which may subsist in Australia or elsewhere;

**"Personal Information"** has the meaning given to it in the *Privacy Act 1988 (Cth)*;

**"Privacy Laws"** means the *Privacy Act 1988 (Cth)*, Australian Privacy Principles and any relevant international privacy or data protection legislation or regulation which applies to the World Nomads User Data including any guidelines, directions or policies issued by a governmental agency. For the avoidance of doubt, Privacy Laws includes but is not limited to laws and regulations regarding cross border transfer of Personal Information or its equivalent in jurisdictions other than Australia;

**"Program"** means the World Nomads Partner Program;

**"Promotional Code"** means a promotional code issued by World Nomads to an Affiliate in connection with the Program for the purpose of offering a Referred User a discount on the travel insurance premium for a World Nomads Product;

**"Referral Fee"** means the amount paid to an Affiliate by World Nomads in accordance with this Agreement pursuant to clause 8;

**"Referred User"** means a customer and online user which an Affiliate refers to World Nomads in accordance with this Agreement;

**"We"**, **"our"**, and **"us"** means WorldNomads.com Pty Limited (ABN 62 127 485 198)

**"Widget"** means a widget that is provided and approved by World Nomads from time to time and which is coded and traceable between an Affiliate Web Site and the World Nomads Web Site that is able to be tracked by us;

**"World Nomads Content"** means online content supplied by us which links to the World Nomads Web Site including but not limited to:

- a. World Nomads' logos, trade names, trademarks and similar identifying material;
- b. information about World Nomads Products;
- c. Widgets, Hyperlinks or other link formats, Promotional Codes, which are owned by or licensed to World Nomads for use in connection with the Program;
- d. banners, quote panels, technical support details and other web based resources to support activities under the Program as our Affiliate;

**"World Nomads Product"** means any travel insurance products available from the World Nomads Web Site;

**"World Nomads User Data"** means any data or information relating to a Referred User which is provided or disclosed by the Affiliate to World Nomads under the Program, including information and data collected through Widgets, Hyperlinks or World Nomads Web Site, in whatever form that information or data may exist and whether entered into, stored in, generated by or processed through a Widget on behalf of World Nomads. For the avoidance of doubt, Confidential Information owned or controlled by World Nomads is included in World Nomads User Data;

**"World Nomads Web Site"** means our website at <https://www.worldnomads.com>;

**"You"** and **"your"** means the person that is accepted by World Nomads as an affiliate in the Program.

(2) These rules of interpretation apply in this document:

- a. a reference to persons includes corporations;
- b. a reference to a document includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- c. the words including singular numbers include plural numbers and vice versa;
- d. the words "include", "includes" and "including" are not to be interpreted as words of limitation;

- e. a reference in this Agreement to any legislation, statute or regulation includes all legislation, statute or regulation varying, consolidating or replacing them; and
- f. the clause titles and headings used in this Agreement are intended solely for convenience of reference and are not intended to affect its interpretation of this Agreement.

## **TERMS AND CONDITIONS**

These terms and conditions apply if you are approved to become an Affiliate under the Program and govern the relationship, arrangement and activities occurring under the Program.

### **1. True and Complete Information**

- (a) You represent and warrant that all information provided by you to us in connection with becoming and continuing as an Affiliate is accurate, true and complete.
- (b) If World Nomads determines in its sole opinion that any information provided or disclosed by you is not accurate, true and complete, we may immediately terminate your participation in the Program under this Agreement without notice.

### **2. Affiliate's Obligations**

You represent and warrant that any Affiliate Web Site used by you for the purpose of the Program and any content or technology used in connection with the Affiliate Web Site or any Affiliate Asset used by you for promotional purposes in connection with the Program does not:

- (a) infringe any third party Intellectual Property Rights;
- (b) violate any law or regulation;
- (c) constitute activity or conduct which is threatening, defamatory, obscene, harmful to minors, or contains nudity or pornography;
- (d) contain 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;
- (e) contain information or constitute conduct which is materially false, inaccurate, or misleading;
- (f) promote violence;
- (g) promote discrimination based upon race, sex, religion, nationality, disability, sexual orientation or age;
- (h) promote the use of bulk email or spam;

- (i) promote the use of pyramid schemes; or
- (j) promote illegal gambling, sports betting or touting.

### 3. Affiliate's Rights

- (a) World Nomads grants you a non-exclusive, non-transferable and revocable worldwide license to:
  - i. Access the World Nomads Web Site through Widgets and Hyperlinks;
  - ii. use World Nomads Content;
  - iii. display factual information about World Nomads Products that is approved by World Nomads; and
  - iv. establish Hyperlinks from the Affiliate Assets, including the Affiliate Web Site, to the World Nomads Web Site, subject to the terms and conditions of this Agreement including but not limited to; when you receive and use the online content to establish a Hyperlink or unique discount or any Promotional Codes supplied by us.
- (b) You are only entitled to use World Nomads Content in accordance with and during the Term of this Agreement. You must comply with any direction, requirement or guidelines made by World Nomads concerning World Nomads Content, including in relation to:
  - i. the display of World Nomads Content;
  - ii. any content which is derived from World Nomads Content; and
  - iii. any content relating to World Nomads Product in any Affiliate Asset.The license granted under clause 3(a) will terminate and any rights granted under it cease immediately upon termination of this Agreement pursuant to clause 15(a).
- (c) The Affiliate must not sub-license, assign or otherwise deal with its rights granted under the license in clause 3(a) without the written consent of World Nomads.
- (d) World Nomads will provide you with a uniform resource locator (URL) to enable you to track the purchases of World Nomads Product made by a Referred User.
- (e) You warrant and represent that you:
  - (i) do and will comply with any direction, guidelines or other requirements of World Nomads in connection with the Program, including but not limited to any direction or guidance in the form of Frequently Asked Questions (FAQs) issued by World Nomads from time to time;
  - (ii) do and will maintain all necessary licenses, approval permits and authorities and comply with all applicable laws and the requirements of relevant governmental agencies in relation to the negotiation, conclusion or performance of the obligations under this Agreement or the participation of the Program;
  - (iii) have obtained the necessary authority to enter into this Agreement; and
  - (iv) are not prohibited or restricted by law from entering into this Agreement or participating in the Program.

- (f) When participating in the Program, you must not:
- i. use any unsolicited bulk email or other spamming techniques to market any World Nomads' products or services;
  - ii. fill out or otherwise prepare or complete any insurance application or proposal form for a World Nomads Product on behalf of a Referred User;
  - iii. arrange or sell a World Nomads Product or collect insurance premiums on behalf of World Nomads or its insurance providers;
  - iv. handle, negotiate or settle any claim on behalf of a Referred User;
  - v. disclose any Personal Information about a Referred User;
  - vi. provide any statement, opinion, endorsement, advice or recommendation whatsoever to any person to acquire or buy any World Nomads Product or as to the suitability of any World Nomads Product for the travel insurance needs of a Referred User;
  - vii. undertake or participate in any act or conduct that is inconsistent with our ownership of and any Intellectual Property Rights in the World Nomads Content; and,
  - viii. commit, authorise or permit any action which would cause you or us and our Related Entities or their associates to be in violation of any applicable anti-bribery or corruption laws or regulations or any sanctions regime. You must immediately notify us if you have knowledge or suspicion of any corruption or bribery or breach of any applicable anti-bribery or corruption laws or regulations or any sanctions regime in relation to the negotiation, conclusion or performance of this Agreement or participation of the Program.
- (g) You acknowledge, represent and warrant that you will not, except as specifically authorized by this Agreement:
- i. copy, publish or display any World Nomads Content;
  - ii. modify, alter, adapt, translate or create derivative works based on World Nomads Content in any way without prior written consent from World Nomads;
  - iii. remove, erase, or tamper with any copyright or other proprietary notices of any of World Nomads Content;
  - iv. sell, market, license, sublicense, distribute, disclose or otherwise grant to any person any right or interest under this Agreement in World Nomads Content;
  - v. undertake any act or omission which may mislead or cause deception, confusion or otherwise dilute the quality of World Nomads Content or the goodwill associated with it;
  - vi. provide consumers with any information which misrepresents any World Nomads Product, including comparisons with other insurance products;
  - vii. in any way, promote or make any representation in relation to a World Nomads Product which is not authorised by us; and

- viii. represent World Nomads in any capacity or to create any legally binding obligation on behalf of World Nomads.

#### **4. Intellectual Property Ownership and Rights**

- (a) Nothing in this license transfers any ownership of Intellectual Property Rights to the Affiliate. We own and retain all rights, title and interest in World Nomads Content including any and all Intellectual Property Rights that exist in World Nomads Content now or in the future.
- (b) Any rights or other benefits arising from or in connection with the use of World Nomads Content by you are assigned on creation to World Nomads and you must do all things reasonably requested by World Nomads to protect such rights for the benefit of World Nomads.

#### **5. Logo and Trademark Usage: WorldNomads.com**

- (a) The Affiliate acknowledges, represents and warrants to World Nomads that, except as otherwise provided under this Agreement, it shall not use or display any trademark, logo, branding or any other intellectual property of World Nomads or its related entities, in any manner whatsoever (including without limitation, in any search engine marketing (brand term bidding) or any World Nomads 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.
- (b) For the avoidance of doubt, and without limiting any rights in clause 5(a), some examples of trademarks that we will not permit you to use, display or bid on include but are not limited (including 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

#### **6. World Nomads' Rights**

- (a) World Nomads may accept or reject, in its sole discretion, any proposed sale of a World Nomads Product to a Referred User which is introduced, placed on or through World Nomads Web Site. World Nomads is solely responsible for all pricing, quotations, sales processing and fulfilment in relation to World Nomads Products and all other aspects of World Nomads Web Site and the sale of World Nomads Products.

- (b) The form, content and frequency of any reports in relation to sales and referrals under the Program which we may provide you under this Agreement may vary from time to time at our discretion.

## **7. Privacy and Data Security**

- (a) You acknowledge that you obtain no right, title or interest in any Personal Information or World Nomads Data obtained under the Program or through the use of World Nomads Web Site.
- (b) You must comply with the Privacy Laws at all times.
- (c) The Affiliate must not perform any act or omission or engage in any practice which may result in a breach or potential breach of Privacy Laws.
- (d) The Affiliate under and in relation to this Agreement, warrants and agrees to:
  - i. ensure that its privacy policy is accessible on Affiliate Web Sites, and that the policy complies with Privacy Laws;
  - ii. comply with the provisions of its privacy policy, particularly in relation to the collection, retention, and usage of data;
  - iii. provide any reasonable assistance required by World Nomads in relation to any disclosure required by Privacy Laws;
  - iv. notify World Nomads immediately if the Affiliate becomes aware of or suspects a breach or possible breach of any of the obligations contained in, or referred to in this clause 7 whether by the Affiliate or its employees, officers, agents or subcontractors; and
  - v. establish effective security measures to safeguard World Nomads User Data from unauthorized access, disclosure or use and to ensure that World Nomads User Data will be collected, held, used and accessed in a manner consistent with relevant data protection and security laws applicable and in accordance with this Agreement, including but not limited to laws and regulations which apply to cross border transfer of data and information.

## **8. Referral Fee**

- (a) World Nomads will pay you a Referral Fee for a Confirmed Sale if a World Nomads Product covered by the Program has been issued to the Referred User and which is validated and confirmed by us in writing but a Referral Fee will not be payable for a sale of a World Nomads Product in respect of which a World Nomads Product is subsequently cancelled.
- (b) Pursuant to clause 8(c), the amount of the Referral Fee and its method calculation will be confirmed to you at the time of approval as an Affiliate. All Referral Fees are calculated in Australian dollars.



- (c) A sale is a Confirmed Sale if World Nomads or our insurance partners receives cash consideration for the premium from a World Nomads Product which has been issued to a Referred User and which results directly:
- i. from a Referred User following a Hyperlink or Widget appearing on the Affiliate Web Site or other Affiliate Assets to the World Nomads Web Site; and
  - ii. where the Referred User enters into an insurance contract with respect to a World Nomads Product and in a period when the cookies are able to track a Confirmed Sale in accordance with this Clause 8.
- (d) For the avoidance of doubt:
- i. the Confirmed Sale does not include any 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; and
  - ii. a Confirmed Sale of a World Nomads Product does not include any subsequent additions, amendments or extensions to an insurance policy or a World Nomads Product, which may be purchased after the initial sale to the Referred User;
  - iii. a Referral Fee is not payable unless it is a Confirmed Sale which is tracked with a referral tracking cookie supplied to you in the World Nomads Content and approved by us and no Referral Fees are to be paid for referrals by telephone or word of mouth.
- (e) Subject to the terms and conditions of this Agreement, World Nomads will pay you the Referral Fee derived from Confirmed Sales in the month subsequent to the occurrence of the Confirmed Sale, unless otherwise notified.
- (f) World Nomads will use reasonable endeavors to notify you of any anticipated delay in the payment of the Referral Fee by World Nomads and any delay in payment by us will not constitute a breach of this Agreement.
- (g) World Nomads will be entitled to rollover any Referral Fees due under this Clause 8 to the subsequent month if the amount is less than the minimum payment threshold of AUD\$250 for PayPal payments and AUD\$250 for bank transfers.
- (h) For clarity, no Referral Fee is payable in respect of a Confirmed Sale unless the following conditions are satisfied:
- i. the Referred User follows a Hyperlink or Widget located on your Affiliate Web Site or Affiliate Assets to World Nomads Web Site or uses a unique Promotional Code supplied by World Nomads to you;
  - ii. the Referred User purchases a World Nomads Product using our ordering system and remits full payment to us; and
  - iii. we can track a Confirmed Sale in accordance with Clause 8(c).
- (i) If a Referral Fee is paid for a Confirmed Sale in respect of which the Confirmed Sale is later cancelled by the Referred User, then the Referral Fee in respect of that sale will be deducted, and World Nomads is authorized to deduct it, from the monthly

payment to be made under this Clause 8 after the date of the Confirmed Sale is cancelled.

## 9. Tax

- (a) Affiliates have the sole responsibility for their own federal, provincial, state, local or other taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority or appropriate government bodies. World Nomads will not, under any circumstances whatsoever, be held nor be liable for any non-compliance by the Affiliate with respect to relevant tax legislation and regulation and any tax payments due by the Affiliate.
- (b) As a condition to you joining the Program as an Affiliate, you must inform us of any details of your business which we reasonably require to properly address our legal obligations in relation to the payment of any remuneration to you under this Agreement, including without limitation your current status under relevant GST Law.
- (c) Specifically, you must inform us if:
  - i. your business is located or registered in Australia, and if so you must, inform us if you:
    - a. have a current Australian Business Number (ABN) and are registered for GST, in which case you must provide us with your ABN. To the extent that any supply made under or in connection with this Agreement is a taxable supply, the amount of any Referral Fee paid to you will include a GST component;
    - b. have an ABN and are not registered for GST, in which case, the amount of any Referral Fee will not include a GST component; or
    - c. do not have a current ABN in which case, we are required under relevant GST Law to withhold 49% of the Referral Fee and to pay this to the Australian Taxation Office on your behalf;
  - ii. the location of your operation is not within Australia, in which case no GST is payable in respect of the Program and any Referral Fee will be the amount calculated in accordance with clause 8; or
  - iii. you are becoming an Affiliate as a hobby (this applies both to Australian and International operations) and the Affiliate Web Site is operated by you as a hobby, in which case, World Nomads is not required to withhold 49% of the Referral Fee.
- (d) If you are operating as an Affiliate as a hobby, you must provide us with a written statement which is signed under your authority confirming that the operation of the Affiliate Web Site is a hobby and is not a business as prescribed by any regulation and guidelines issued by the relevant tax authorities and government bodies from time to time. We recommend that you seek independent accounting and tax advice.
- (e) World Nomads relies on the accuracy of the representation made by you under this clause 9 with respect to your obligations under relevant GST Law and World Nomads

is not responsible for any liability arising from your tax obligations as a result of this clause 9 or otherwise under this Agreement.

## 10. Sales Tracking

- (a) It is agreed that World Nomads will use its software to track, record, assess and determine the Confirmed Sales made by Referred Users under this Agreement and who are referred or introduced to the World Nomads Web Site under the Program via:
- i. World Nomads Content displayed on your Affiliate Web Site through a Hyperlink or Widget to the World Nomads Web Site; and
  - ii. any unique discount or Promotional Code that we provide to you for the specific purpose of offering a Referred User a discount on the travel insurance premium for a World Nomads Product which arises from a Confirmed Sale. For each Confirmed Sale using a Promotional Code:
    - a. the Affiliate will receive an agreed percentage of the Referral Fee (**'Your Proportion'**); and
    - b. the monetary value of the remaining proportion of the Referral Fee will be applied as a discount on the travel insurance premium for a World Nomads Product payable by the Referred User in respect of the Confirmed Sale (**'User Discount'**);provided always that the combined total monetary value of Your Proportion and the User Discount must not exceed the total agreed Referral Fee for the Confirmed Sale.
- (b) We will only be obliged to pay you a Referral Fee for a Confirmed Sale under Clause 8 subject to confirming accurate tracking of such Confirmed Sales through the use of a referral tracking cookie, which is supplied to you in the World Nomads Content and approved by us. You acknowledge and agree that the use of cookies is the only method by which we will track Confirmed Sales under this Agreement.
- (c) You agree and accept to update and make any amendments and variations to Widgets and Hyperlinks as requested by World Nomads from time to time. If you fail to make the necessary amendments or variations to the Widgets and Hyperlinks as requested by us within 30 days of receiving a notice of a change, World Nomads is under no obligation to pay you a Referral Fee in accordance with clause 8 nor is World Nomads liable for any shortfall in payment of a Referral Fee or failure by a cookie to accurately track sales through the use of a referral tracking cookie. World Nomads shall not be liable for payment of any Referral Fee or any other loss or damage whatsoever in respect of your failure to make the necessary amendments and variations to Widgets and Hyperlinks pursuant to this clause 10(c).
- (d) You acknowledge, agree and accept that:

- i. only correct use of World Nomads Content will drop a referral tracking cookie on the Referred User's computer, enabling World Nomads to allocate the Referral Fee to you correctly;
- ii. the World Nomads' tracking cookie is set to expire after 60 days on the Referred User's device and after such time we cannot and will not track Confirmed Sales using such cookies;
- iii. if our cookies are deleted, erased, corrupted or become unworkable for whatever reason by the Referred User, website owner or otherwise, we will no longer be able to track Confirmed Sales to you from Referred Users;
- iv. we can only track Confirmed Sales made by the last Program referral tracking cookie on the Referred User's device. For clarity, if a Referred User uses another referral tracking cookie associated with the Program before purchase of a Product, such as, but not limited to, a Promotional Code or another affiliate page, the last cookie dropped on the Referred User's device will be allocated the Confirmed Sale; and
- v. any other discount or Promotional Code used by your Referred Users, which is not the specific Promotional Code supplied by us to you, will be treated as a direct sale;

and in all such cases we shall not be liable for payment of any Referral Fees or any other loss or damage whatsoever, including in respect of any additional purchases of products or services made by such Referred User from us or our insurance partners after the time that such cookies are incapable of tracking or cannot or will not be used to track Confirmed Sales.

- (e) The sales tracking and other information that World Nomads generated, determined or collected under the terms of this Agreement and in connection with the Program, is binding on World Nomads and you and each of the parties undertakes that they will not challenge or dispute the completeness or accuracy of the information so generated, determined or collected.

## **11. Independent Contractors and Relationships**

- (a) All Affiliates are independent contractors of World Nomads and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
- (b) You must not, in any manner:
  - a. misrepresent or embellish the relationship between you and World Nomads;
  - b. 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.

## **12. No income guarantees under this Program**

- (a) 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.
- (b) We may change our policies, operating procedures or the calculation of the Referral Fee at any time by notice to you or by implementing such changes on the World Nomads Web Site pursuant to clause 16(a).
- (c) We reserve the right to reject a sale of a World Nomads Product to a Referred User that does not comply with any term of the Agreement, our policies, operating procedures or any other requirements that we periodically issue in connection with our business and the Program.

## **13. Responsibility for Affiliate URLs and Affiliate Participation**

- (a) You will be solely responsible for:
  - i. the development, operation, and maintenance of your Affiliate Web Site including all Hyperlinks and Widgets to the World Nomads Web Site; and
  - ii. all materials, information and data that appear on your Affiliate Web Site and Hyperlinks and/or Widgets to the World Nomads Web Site.
- (b) You must use your best endeavors to maintain such Hyperlinks and Widgets in full working order and in compliance with any direction of World Nomads at all times for the Term and up to the date of termination of this Agreement. You must cooperate fully and comply with any requirement or request made by World Nomads in order to establish and maintain such Hyperlinks and Widgets in accordance with the Program.
- (c) World Nomads reserves and retains the right to monitor and review the Affiliate Web Site to ensure World Nomads Content, including Hyperlinks and Widgets to the World Nomads Web Site and any content displayed on the Affiliate Web Site is appropriate and in compliance with the Program and the terms of this Agreement. Our review may include, without limitation, ensuring that any content displayed on the Affiliate Web Site is compliant with applicable laws and regulations.
- (d) If World Nomads, in its sole discretion, determines that your use of World Nomads content or any other content is inappropriate for any reason, then World Nomads will notify you of any changes to be made to the Affiliate Web Site.
- (e) In the event World Nomads notifies you of changes to be made to the content of the Affiliate Web Site, World Nomads Content or other content displayed on the Affiliate Web Site and such changes are not made within seven (7) calendar days of notification by World Nomads, or a mutually acceptable timeframe as otherwise agreed in writing, then World Nomads may immediately terminate this Agreement without further notice to you.
- (f) Upon termination of this Agreement for any reason, you agree to:

- a. immediately remove and/or deactivate from the Affiliate Web Site all Hyperlinks to World Nomads Web Site and all World Nomads Content;
- b. certify in writing that all Hyperlinks, Widgets and World Nomads Contents have been removed and/or deactivated; and
- c. take any further measures that are reasonably required by World Nomads to protect its Intellectual Property Rights.

#### **14. Affiliate Indemnification**

To the extent permitted by law, you agree to indemnify, defend and hold harmless, World Nomads, its related bodies corporate 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, demands, proceedings, liability, loss, cost, charge, expenses and other damages, including reasonable solicitor's fees, arising directly or indirectly out of, or in connection with:

- (a) any breach or alleged breach of your representations and warranties set out in this Agreement;
- (b) the failure to comply with or perform your obligations under, or breach of this Agreement including, but not limited to, the failure to shut down the Hyperlink, Widget and World Nomads Content by the Affiliate on termination of this Agreement;
- (c) the Affiliate Web Site and any content, technology or other materials displayed or contained on the Affiliate Web Site, including, but not limited to, any claim relating to or in connection with the infringement or violation (or the potential infringement or violation) of any intellectual property right of any third party relating to the use of the World Nomads Content by the Affiliate;
- (d) your failure or alleged failure to comply with any applicable law or regulation including, but not limited to any breach of privacy obligations under clause 7;
- (e) any negligent, or actual or alleged wrongful act or omission by you, your employees, officers, contractors or agents;
- (f) any willful, fraudulent, reckless or intended act or omission by you, your employees, officers, contractors or agents; and/or
- (g) any breach of a term, obligation, right or entitlement under this Agreement.

#### **15. Term of the Agreement**

- (a) This Agreement shall commence on the Effective Date and shall terminate on the first of the following to occur:
  - i. date on which World Nomads no longer maintains the Program in accordance with the terms of this Agreement;
  - ii. the date on which a party provides written notice to the other party that they wish the Agreement to be terminated;

- iii. the date on which World Nomads notifies you that it has determined, in its sole discretion, that you have breached this Agreement including any breach of privacy or security obligations under clause 7, you are unsuitable to participate as an Affiliate under the Program or that the Affiliate Web Site is unsuitable; or
  - iv. the date on which World Nomads notifies or otherwise terminates the Agreement.
- (b) Subject to clause 13(e), World Nomads shall terminate this Agreement immediately by giving you notice in writing:
- i. if your website contains content or materials that in our absolute discretion causes or is likely to cause damage to our reputation or the reputation of the Insurer, our partners, clients or our customers; or
  - ii. if your website includes content that is false or misleading, obscene, promotes violence, discrimination or illegal activities or infringes the intellectual property rights of any third party.

## **16. Variation of Agreement**

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

## **17. Warranty Disclaimer**

Subject to law, World Nomads does not represent and warrant to the Affiliate:

- (a) the effectiveness or profitability of the Program; and
- (b) that the operation and maintenance of the World Nomads Web Site will be uninterrupted or error-free.

## **18. Limitation of Liability**

- (a) We are not liable for the consequences of any interruption or error in the World Nomads Web Site or the Program.
- (b) World Nomads is not liable for any indirect, incidental, special, punitive, or consequential damages or any loss of revenue, profits or data arising under or with

respect to this Agreement or the Program, even if World Nomads was advised of the possibility of such damages occurring.

- (c) World Nomads' maximum aggregate liability for any breach or claim arising under or in connection with 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 that such liability arose.

## **19. Assignment**

Neither party shall assign, whether in whole or part, the benefit of this Agreement or any rights or obligations in this Agreement, without the prior written consent of World Nomads. World Nomads is not required to give consent or to justify the withholding of consent. World Nomads may, at its discretion, assign all or any of its rights under this Agreement.

## **20. Waiver**

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. A waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

## **21. Governing Law**

The law of New South Wales governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.