



AFFILIATE PROGRAM TERMS & CONDITIONS

These terms and conditions apply from 1 December 2020.

Background

- A. OFX operates a Money Transfer System that allows users to exchange one currency for another and to make international payments.
- B. OFX and the Referral Partner (collectively, the "Parties") desire to enter into a referral relationship under which the Referral Partner will refer Customers to OFX pursuant to these Terms and Conditions ("Terms").

It is agreed

1. Overview of Referral Partner Program

1.1 Registration

To begin the registration process, you must submit a complete and accurate application detailing, amongst other things, your entity, contact and bank details ("Application"). After receiving your Application, OFX will evaluate the Application and notify you of whether it has been accepted or rejected. OFX reserves the right to reject any Application for any reason, however please contact us if you have any questions regarding the process.

1.2 Verification and Inspection

OFX may request additional information from you at any time.

1.3 Referral Partner Link

If your Application is approved, OFX will provide you with a Referral Partner Link to allow you to place a link on your Referral Partner Website to refer Customers to the OFX Website. Subject to these Terms, OFX shall pay a Referral Fee to you for each Qualifying Transaction conducted by a Customer, calculated in accordance with clause 3.2 below.

1.4 Referral Partner Website

You will, at your own expense, maintain the Referral Partner Website and Referral Partner Link to ensure Customers are correctly directed to the OFX Website.

1.5 Qualifying Transactions

In order for you to earn a Referral Fee, the transaction must be a Qualifying Transaction. Transactions that are cancelled or refunded will not qualify for a Referral Fee. OFX reserves the right to cancel or refund the transaction at any time.

1.6 Referral Determination

Only one Referral Partner may obtain a Referral Fee for each Customer. Website cookies shall be used to identify Customers referred to OFX from the Referral Partner Website. Website cookies are valid for 30 days from the last visit via a Referral Partner Website. The Referral Fee will be paid based on the most recent cookie prior to the Qualifying Transaction.

1.7 Marketing Approval

Subject to clause 5 below, OFX may at its discretion provide you with Materials or further information for inclusion on the Referral Partner Website. You shall not display on the Referral Partner Website any advertising material or information of any kind referring to OFX or the Services without the prior written approval of OFX, which approval may be granted entirely at OFX's discretion.

1.8 No Exclusivity

The arrangement between the Parties is not exclusive and OFX may appoint other organisations who will perform similar referral services for OFX.

2. Partners Home Page

2.1 Username / Password and Statistics

OFX will provide you with a username and password to access a secure Referral Partner Home Page for administrative and tracking purposes, which will provide, amongst other things, general statistics and data, including traffic volume and referral revenue information.



2.2 Not Binding

Information contained on the Referral Partner Home Page is indicative only and not binding on OFX. You should not rely on any information on the Referral Partner Home Page without first having received confirmation in writing from OFX. You also acknowledge that OFX will not provide information identifying particular Customers.

3. Payments to Partner

3.1 Referral Fee Payment

Subject to this clause 3 and clause 9.2, OFX must pay to you a Referral Fee in relation to each Customer calculated in accordance with these Terms when the Base Threshold is reached. Referral Fees are payable within 10 Business Days from the last day of the following month once the Base Threshold is accrued in any given month. If the Referral Fees in any calendar month are less than the Base Threshold, the amount will be rolled over month-to-month until the Base Threshold is achieved. The Referral Fee will be paid into the bank account referred to in the Schedule or as otherwise notified by you to OFX in writing.

3.2 Referral Fee Calculation

The amount of a Referral Fee will be calculated at a certain percentage of Gross Revenue generated from each Qualifying Transaction, such percentage as is notified by OFX to you at the time of entry into these Terms.

3.3 Referral Fee Period

Subject to clause 9.2 below, a Referral Fee is payable for a period of 24 months only from the date of the first Qualifying Transaction by the relevant Customer, after which period no further Referral Fees shall be payable in respect of that Customer.

3.4 Inclusive of Taxes

All payments made to the Referral Partner in accordance with these Terms are inclusive of any taxes, levies, costs, charges or fees (including VAT).

3.5 Statements

OFX will issue a statement to the Referral Partner detailing any Referral Fees payable by OFX under these Terms.

3.6 Dormant Referrals

If you have not been credited with a Qualifying Transaction during any 6-month consecutive period, OFX may in its absolute discretion terminate these Terms.

4. Partner Obligations

4.1 Comply with Laws

The Referral Partner will comply with, and will ensure that its directors, officers, employees, subcontractors and agents comply with, all relevant laws in all relevant jurisdictions in relation to recommending or offering the Service. For the avoidance of doubt, this includes, but is not limited to, any data protection legislation applicable in jurisdictions in which the Referral Partner operates. If you provide personal information to OFX about any individual, the Referral Partner must first ensure that the third party agrees, having been made aware of these Terms and OFX's [Privacy Policy](#).

4.2 Operative Referral Partner Link

The Referral Partner agrees to take full responsibility for ensuring the proper and continuing operation of the Referral Partner Link. The Referral Partner must notify OFX if the Referral Partner Link ceases to function properly. OFX shall not be responsible for any potential liability or Referral Fees (if applicable) should the Referral Link cease to operate or fail to function properly.

4.3 Representations

The Referral Partner agrees not to make any representations, promises, warranties or other statements about OFX, its Group Companies, or the OFX Website, products, Services, or policies other than those expressly approved in writing by OFX. The Referral Partner must not offer or give any impression to users of the Referral Partner Website that the Referral Partner is itself performing the Service or any similar services. Under no circumstances shall the Referral Partner Website in any way copy, resemble, or mirror the



look and feel of the OFX Website or give the impression that the Referral Partner Website is the OFX Website or any part of the OFX Website, including without limitation framing the OFX Website in any manner.

5. Marketing

- (a) Placement of links. The Referral Link must be placed in such a way that it is prominent for the visitor.
- (b) Promotional Activities. You must not create, publish, or distribute any advertising, marketing materials or other public communication without first obtaining our express written consent. In promoting OFX, you agree that you will not make any representations, promises, warranties or other statements about OFX or the OFX Website, products, services or policies other than those expressly approved in writing by OFX.
- (c) Social Media. You may promote OFX on social media platforms, including, but not limited to, Twitter, Facebook and Instagram (“Social Media Platforms”) only in accordance with the following guidelines:
 - I. You may use or display the Referral Link, or otherwise promote OFX, on your own pages or profiles, provided that you do not violate any terms of service of the Social Media Platform in connection with your marketing activities.
 - II. You may not post your Referral Link on OFX’s company pages or profiles in an attempt to generate Qualifying Transactions.
 - III. You may not run any paid advertisements on Facebook or any other Social Media Platform that utilise OFX trademarks, logos or branding.
 - IV. You may not create a social media account in the name of OFX that includes OFX’s trade mark, page name, branding and/or user name.

- (d) Group Company Network. Subject to these Terms, you may promote OFX through your Group Company network. You acknowledge and agree that you will be responsible for ensuring that all Group Companies promote OFX and adhere to these Terms, including but not limited to, restrictions on advertising through paid placements. You further acknowledge and agree that you will be solely liable for any breach of these Terms by a Group Company. For the avoidance of doubt, only the Referral Partner will be entitled to any Referral Fees (if applicable).

6. Prohibited Activities

- (a) Paid Search Advertising. You must not bid on, register or purchase any keywords, search terms, AdWords, Pay-per-Click words, domain names or other identifiers that include any Protected Keywords or any misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search service including but not limited to Google, MSN or Yahoo. “Protected Keywords” include but are not limited to OFX, OFX.com, OzForex, USForex, CanadianForex, UKForex, NZForex, OzForex (HK), OFX Singapore or OFX Shanghai.
- (b) Misrepresentations. You must at all times represent yourself and the Referral Partner Website(s) as independent from OFX and not engage in any acts or omissions that could reasonably cause confusion among end-users as to our relationship with you or any third party, including but not limited to the following:
 - I. misrepresenting or embellishing the relationship between you and OFX by stating or implying that you are formally associated with OFX;
 - II. offering, suggesting or giving any impression that you yourself are performing the Service offered by OFX; or
 - III. identifying any Referral Partner Website(s) as an “official site” of OFX or belonging to OFX or its Group Companies.



- (c) Linking Restrictions. You agree that you will not manipulate, alter or modify the Referral Link. You must identify any and all domain names/websites in which you intend to display or otherwise use the Referral Link on your Application and agree to notify OFX in writing (including in respect to any changes from time to time).

7. Indemnity

- (a) Each Party (“Indemnifying Party”) indemnifies the other Party against all loss or damage of any kind that it may sustain or incur, including solicitor and own client costs, as a result, whether directly or indirectly, of any:
 - I. breach by the other Party of these Terms;
 - II. act or omission by any of the other Party’s employees, agents or advisers which, if done or omitted to be done by the other Party, would be a breach of the other Party’s obligations under these Terms; and
 - III. claim made against the other Party by a third party as the result of any representation made, or action taken or not taken, pursuant to these Terms by that Party.
- (b) Notwithstanding any other provision of these Terms, in no event shall the Indemnifying Party be liable to the other Party for indirect, special, incidental, punitive or consequential loss or damage of any nature, including without limitation loss of use, loss of revenue, loss of profit, loss of income, loss of market share, loss of opportunity or loss of goodwill, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such loss or damage is known at the time of acceptance of these Terms.

8. Term

These Terms commence on the Commencement Date and continue until terminated in accordance with clause 9 below.

9. Termination

9.1 Termination

- (a) These Terms may be terminated with or without cause by either Party providing 90 days’ written notice to the other Party, provided such notice is not effective sooner than the first anniversary of the Commencement Date.
- (b) Either Party may (without prejudice to its other rights) terminate these Terms with immediate effect by notice in writing to the other Party if:
 - I. the other Party breaches these Terms and (in the case of a breach capable of being remedied) shall have failed, within 10 Business Days after the receipt of a request in writing, to remedy the breach (such request to contain a warning of the intention to terminate); or
 - II. the other Party shall have a receiver, receiver and manager, liquidator, examiner or other officer of the court appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if it shall enter into any voluntary arrangement or scheme with its creditors or be dissolved or cease to carry on business, become insolvent or anything analogous in any other jurisdiction in which it is located.

9.2 Termination consequences

- (a) If these Terms are terminated for any reason, OFX will pay to you any Referral Fees (if applicable) owed at termination no later than 10 Business Days after the last day of the month following the effective date of termination. If the Referral Partner fails to comply with any of the provisions of these Terms, OFX may withhold any Referral Fees accrued



under these Terms.

- (b) OFX will not pay any Referral Fees to the Referral Partner for any Qualifying Transactions conducted by a Customer after the effective date of termination.
- (c) Subject to sub-clauses 9.2(a) and (b) above, any termination of these Terms (for whatever reason) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

10. Confidentiality

- (a) Each Party ("Recipient") must, subject to clause 10(b):
 - I. keep confidential all Confidential Information of the other Party ("Discloser") of which it becomes aware under or in relation to these Terms, and the Recipient and its personnel must continue to keep confidential all Confidential Information of the Discloser after termination or expiry of these Terms;
 - II. use the other Party's Confidential Information solely in accordance with, and for the purposes of these Terms;
 - III. only disclose Confidential Information to its personnel who have a need to know that Confidential Information (and only to the extent that each has a need to know) in order to carry out their duties in connection with these Terms, and who have agreed to keep the Confidential Information confidential;
 - IV. at all times provide suitably secure storage for the other Party's Confidential Information and must clearly mark this information as confidential;
 - V. treat that information with at least the same degree of care as

it treats its own Confidential Information; and

- VI. comply with any reasonable directions of the Discloser in respect of such Confidential Information, including any specific request made by the Discloser as to whether the Recipient may use and/or disclose that information.
- (b) Clause 10(b) does not apply to the extent that:
 - I. a Recipient is required by law or under the rules of the relevant stock exchange to disclose the Discloser's Confidential Information except that the Recipient must provide prompt written notice of the required disclosure to the Discloser before disclosure of that Confidential Information, to enable the Discloser to seek a protective order or otherwise prevent or contest such disclosure and notify the Party to whom the disclosure is made that the information is Confidential Information of the Discloser;
 - II. the Discloser's Confidential Information is public knowledge (and has not become public knowledge as a result of Recipient's breach of confidentiality); and
 - III. the Discloser's Confidential Information was independently created by the Recipient (and the Recipient has evidence in writing that the information falls within this exception).
- (c) This clause 10 survives termination or expiry of these Terms.

11. Representations and Warranties

Each Party represents and warrants that:

- (a) it has the skill, knowledge and judgement of best industry practices to perform the obligations under these Terms;



- (b) it owns or has the right to use all intellectual property (including trademarks and logos) that it authorises the other Party to use, reproduce and display in connection with carrying out its obligations under these Terms;
- (c) the negotiation, entry into and performance of these Terms does not violate, conflict with, interfere with, result in a breach of, or constitute a default under any other agreement to which it is a Party or by which it is bound or any applicable law;
- (d) it possesses any license or authorization necessary in any jurisdiction to transact the business that is the subject matter of these Terms; and
- (e) it is authorised to enter into these Terms, to carry out its obligations hereunder and to grant the rights herein granted.

12. Intellectual Property

12.1 Intellectual Property Ownership

Notwithstanding clause 12.2 below, nothing in these Terms will be deemed to grant or assign to either Party any ownership rights, license rights or interest of any kind in the other Party's products, services or technology or in the other Party's intellectual property including, without limitation, the names, logos, trademarks, service marks, copyrights and proprietary technology, including, any intellectual property currently used or which may be developed and used in the future.

12.2 License of Rights

OFX hereby grants Referral Partner a revocable, non-transferable, non-sublicensable, non-assignable, non-exclusive license to use the OFX trademarks, logos, and service marks for the sole purpose of carrying out its obligations under and in accordance with these Terms. The Referral Partner shall obtain the prior written consent of OFX prior to using any OFX trademark, logo or service mark, which consent may be denied in the sole discretion of OFX.

13. General

13.1 Waiver and Severability

The waiver by either Party of any default or breach of these Terms shall not constitute a waiver of any other subsequent default or breach. If any provision of these Terms is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

13.2 Acceptance and Modification

Please read these Terms carefully. By accepting these Terms, this signifies that you have read, understood and agreed to be bound by the Terms. We may modify the terms contained in these Terms at any time by either posting a change notice or revised agreement on the OFX Website or by sending notice of such modification to you by email to the email address provided by you on your Application. If you do not agree to any changes, you must notify us immediately.

13.3 Privacy

Your privacy is very important to us. Upon acceptance of these Terms, you confirm that you have read, understood and accepted our [Privacy Policy](#).

13.4 Unauthorised or Illegal Use

If we reasonably suspect that your Application has been used for, or is going to be used for, an unauthorised, illegal or criminal purpose, you give us express authorisation to share information about you, your Application and any of your referrals with law enforcement authorities.

13.5 Disclosures and Notices

Any notice sent to OFX shall be sent to Legal.Notice@ofx.com.

You agree that OFX can provide disclosures and notices required by law and other information about your Application to you electronically by posting it on the OFX Website or by emailing it to the email address listed in your Application. You also agree that electronic disclosures and notices have the same meaning and effect as if we had



provided you with paper copies. Such disclosures and notices are considered received by you within 24 hours of the time posted to the OFX Website or within 24 hours of the time emailed to you unless we receive notice that the email was not delivered.

13.6 Security

OFX has implemented technical and organisational measures designed to secure information about you from accidental loss and from unauthorised access, use, alteration or disclosure. However, we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use information about you for improper purposes. You acknowledge that you provide information about you at your own risk.

13.7 Anti-Bribery and Corruption

Each Party shall, and shall ensure that its agents, directors, employees, officers and subcontractors shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption ("Anti-Bribery Laws");
- (b) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct including but not limited to that which would constitute an offence under the Anti-Bribery Laws; and
- (c) have, maintain and enforce throughout the term of supply, its own policies and procedures to ensure compliance with the Anti-Bribery Laws.

13.8 Limitation of Liability

OFX's total aggregate liability for damages of any kind arising from any claim in connection to these Terms shall be limited to the Referral Fees payable by OFX hereunder within the last 12 months.

13.9 Force Majeure

Neither Party shall be liable by reason of any failure of delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such Party, which may include, without limitation, denial-of-service

attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, or labour conditions ("Force Majeure Event"). Upon a Force Majeure event, the non-performing Party will be excused from any further performance of obligations affected by the Force Majeure Event for so long as the event continues, and such Party continues to use reasonable efforts to resume performance. If a delay by either Party arising directly out of a Force Majeure Event continues for more than 30 Business Days, the other Party may, at its discretion, terminate these Terms by giving 10 Business Days' notice to the delaying Party.

13.10 Dispute Resolution

A Party may notify the other Party in writing that a dispute has arisen. The Parties will, in the first instance, attempt to resolve the dispute, controversy, claim or allegation of breach by entering into good faith negotiations. If the Parties fail to resolve the dispute within a reasonable time, each Party shall nominate a senior officer or officers of its management to meet at any mutually agreed location to resolve the dispute. This clause does not prevent either Party from seeking urgent injunctive or urgent declaratory relief.

13.11 Governing Law and Jurisdiction

These Terms are governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland and all courts competent to hear appeals from the courts of Ireland in respect of all proceedings arising in connection with these Terms.

13.12 Assignment

These Terms shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties; however, no assignment shall be valid without prior written consent of both Parties (which consent shall not be unreasonably withheld). Upon such assignment, the other Party shall remain responsible for the proper performance of its obligations hereunder. Notwithstanding the above, any change in control of a Party resulting from a merger, consolidation, share transfer or asset sale will be deemed an assignment or transfer for the purposes of these Terms that requires the other Party's notice.



13.13 Headings and Interpretation

The headings in these Terms are for the convenience of reference only and have no legal effect. In these Terms words importing the singular include the plural and vice versa and words importing gender include any other gender. The expression “person” used in these Terms shall include (without limitation) any individual, partnership, local authority, company or unincorporated association. Where the words include(s), including or in particular are used in these Terms, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them. Any obligation in these Terms on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

13.14 Entire Agreement

These Terms contain the entire agreement between the parties in relation to this subject matter.

13.15 Relationship

Nothing in these Terms constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between the Parties and neither Party shall be authorised to assume or create or attempt to assume or create, directly or indirectly, any obligation on behalf of, or in the name of the other Party.

14. Definitions

In these Terms, unless the context otherwise requires, the following words have these meanings:

“**Application**” has the meaning given to that term in clause 1.1.

“**Base Threshold**” means AUD 500.

“**Business Day**” means a day that is not a Saturday, Sunday or a public holiday (including bank holidays) in Ireland.

“**Commencement Date**” means the date listed on the cover page of these Terms.

“**Completed Transfer**” means a transaction where OFX has received cleared funds from the Customer and remitted the purchased currency.

“**Confidential Information**” means, in relation to a Party, information about that Party or its business or affairs that is by its nature confidential; is reasonably designated by that Party as confidential; or the other Party knows or ought to know is confidential, and includes:

- I. the terms of these Terms;
- II. the services to be provided by either Party and any Referral Fees to be paid under or in connection with these Terms; and
- III. the Margin, any data, business plans, customer strategies, marketing information, sales information, quality procedures, production techniques, new product ideas, intellectual property rights, trade secrets, formulas, processes, dealings, know-how, designs, plans, research data, or financial information.

“**Customer**” means either (as applicable):

- I. a visitor to the Referral Partner Website who is directed to the OFX Website through the Referral Partner Link and subsequently registers on the OFX Website; or
- II. a customer of the Referral Partner that has been referred to the Referral Partner by OFX.

“**Indemnifying Party**” has the meaning given to that phrase in clause 5(a) above.

“**Gross Revenue**” means either (as applicable):

- I. the revenue received by OFX in relation to each Completed Transfer; or
- II. the revenue received by the Referral Partner in relation to Customer’s using their products and/or services.

“**Group Company**” means any person or entity controlling (directly or indirectly), controlled by or under common control with either OFX or the Referral Partner and for the purposes of this definition, “control” shall mean direct or indirect beneficial ownership of 50% or more of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of such entity.

“**Margin**” means the difference between the retail exchange rate OFX provides to the Customer and



the wholesale exchange rate OFX is charged by its wholesale currency providers.

“**Materials**” means any advertising or other materials or information of any kind provided to the Referral Partner by OFX, including for publication on the Referral Partner Website, and shall be taken to include any trademarks, registered or unregistered, owned by OFX.

“**Money Transfer System**” means the system currently operated by OFX (subject to modification and improvement from time to time) which includes: (i) providing information relating to foreign exchange, money transfers including pricing, fees, analysis and associated information; and (ii) providing an online automated money transfer service.

“**OFX**”, “**us**” or “**we**” means OFX Payments Ireland Limited (trading as “OFX”), registered in Ireland (Company No. 642716).

“**OFX Website**” means the website operated by OFX at <https://www.ofx.com>, or any other site operated by or on behalf of us or our Group Companies.

“**Parties**” has the meaning given to that term in Recital B, and “**Party**” means any one of them.

“**Protected Keywords**” has the meaning given to that phrase in clause 6(a) above.

“**Qualifying Transaction**” means a money transfer conducted by a Customer which meets the following criteria:

- I. the Customer followed the Referral Link from the Referral Partner’s Website to the OFX Website or by other means of verifiable referral (as determined by OFX in its absolute discretion) and, at that time, registered with OFX;
- II. the Customer booked and executed a money transfer on the OFX Website; and
- III. OFX received cleared funds from the Customer and remitted the purchased currency to the designated payee.

“**Referral Fee**” means the fee calculated in accordance with clause 3.2.

“**Referral Fee Percentage**” means the percentage referred to in clause 3.2..

“**Referral Partner**”, “**you**” and “**your**” means the applicant and includes its Group Companies (if applicable).

“**Referral Partner Link**” means the link from the Referral Partner Website to the OFX Website using the URL String.

“**Referral Partner Home Page**” means the section of the OFX Website where a Referral Partner may access information.

“**Referral Partner Website**” means the website(s) operated by the Referral Partner.

“**Service**” means the money transfer service provided by OFX.

“**Social Media Platforms**” has the meaning given to that phrase in clause 5(c) above.

“**Terms**” means these Terms and Conditions.

“**URL String**” means a sequence of characters, conforming to a standardized format that is used for referring users to the OFX Website.

“**VAT**” means any tax imposed on the supply of goods or services which is imposed or assessed under the Value-Added Tax Consolidation Act 2010 (as amended) and all related ancillary legislation.

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