

**WEBCENTRAL PTY LIMITED (ABN 87 084 429 318)  
PARTNER REBATE PROGRAM AGREEMENT**

## **BACKGROUND**

These terms and the Acceptable Use Policy (“terms”) are the terms and conditions upon which WebCentral Pty Limited ABN 87 084 429 318 (“WebCentral”, “we” or “us”) will give you access to the services and benefits of the WebCentral Partner Rebate Program.

This Agreement applies only to participation in the Partner Rebate Program. The terms on which WebCentral will supply your customers with webhosting and other services (“Services”) are set out in our online terms and conditions (Shared Services) at [www.webcentral.com/terms](http://www.webcentral.com/terms), the terms of our standard Dedicated Webhosting Agreement and Co-location Services Agreement.

These terms apply to you as a user and referrer of the Services.

## **TERMS & CONDITIONS**

### **1. Term of Agreement**

1.1 This Agreement will commence on the date we confirm that your Partner Rebate account has been set up and will continue until either of us terminates this Agreement by 90 days’ written notice to the other, or else as this Agreement provides. If you are an existing Partner who is joining the Partner Rebate Program, this Agreement will commence at the beginning of the next full billing period after we have received a signed Agreement from you.

### **2. Amendments**

2.1 We have the right to make amendments to this Agreement, the pricing structure applicable to the Partner Rebate Program and the Service generally, and the terms of operation of any Service at any time.

2.2 We will post a general notice of amendments on a page of Partner Control (at <https://partner-au.server-secure.com/terms.cfm>). Your use of the Services after publication of a notice of amendments will be an acceptance of those amendments in respect of all Services. If you disagree with amended terms, you may terminate this Agreement by 90 days notice in writing. ***You must keep yourself informed of changes to terms of supply by checking Partner Control regularly.***

2.3 Variations to the pricing applicable to you will take effect from the billing period immediately after the billing period in which that variation is notified on the WebCentral website. If you do not accept the variation you may terminate all Services by written notice to WebCentral within 15 days of receiving notice of the varied charge, termination to be effective 90 days after termination notice is given. If you do not give such notice, you will be held to have accepted the varied charge.

### **3. Services**

3.1 You will continue to use the Partner ID(s) (“pr number”) and password(s), which was previously provided to you to gain access to the WebCentral

Partner Control panel to configure the Partner features of your Service. The pr numbers are set out in the Schedule.

3.2 In respect of your current customers to whom we supply Services, you herewith transfer ownership of those customers to WebCentral in order that we may establish a direct billing relationship with those customers. You also transfer to your customers or licence to your customers to use, transmit, display, adapt and reproduce all information, data, text logos, images, audio, movie clips and/or content in any form which constitutes your customers’ web sites (“Customer Data”).

3.3 In respect of new customers, you agree that you act as agent for those customers when you place an order for Services from us. When we accept your customer’s order we will assign your customer with a logon name (“VS number”) and password which will provide access to the WebCentral Mission Control panel and which must be used by you or your customer to configure the features of the Service.

3.4 All your customers will enter into a direct agreement with WebCentral for Services you order on their behalf. The terms of supply will be the terms of our online terms and conditions (Shared Services) at [www.webcentral.com/terms](http://www.webcentral.com/terms) as amended from time to time, the terms of our standard Dedicated Webhosting Contract and Co-location Services Agreement.

3.5 You agree that WebCentral’s Services do not include sale, lease or other grant of the right to possession of web servers or related equipment. All physical equipment used in delivery of the Services will remain the property of and in the possession or control of WebCentral.

### **4. Charges and Payment**

4.1 You must be registered for GST and remain registered for GST in order to be eligible to join the Partner Rebate Program.

4.2 Any outstanding accounts held by you (including direct customer accounts and Partner accounts) must be cleared before you will be paid a rebate under this Agreement. You authorise us to apply any rebates payable to you under this Agreement towards reduction of any outstanding balances in accounts in your name.

4.3 We will invoice your customers for:

(a) All charges for the Services (except for bandwidth and excess storage) monthly in advance;

(b) All charges for bandwidth and excess storage monthly in arrears;

(c) Additional products and product upgrades that you order on behalf of your customers, and domain name registration and delegation charges, at the rates set out on the prices

page of the WebCentral partner website from time to time (<https://partner-au.server-secure.com/Interface/English/pricelist.cfm>) and if not included on that page, at WebCentral's standard retail price at the relevant time;

- (d) all Services time charges, minimum charges and other amounts incurred by your customers or any designated users or incurred as a result of any use of your customers' passwords (whether authorised or not).

4.4 Members of the WebCentral Partner Rebate Program who have agreed to these terms and conditions and otherwise fulfil the criteria set out in the table below will be entitled to be paid a rebate at the following rates in respect of customer accounts which do not have an outstanding balance. The rebate will be paid to your nominated bank account via Electronic Funds Transfer (EFT) in the month following receipt of payment from the customer. You must supply WebCentral with your nominated BSB number and account number. Remittance advice will be sent via email to a nominated email address once the rebate payment is made. You must supply WebCentral with any bank statement reference you require to identify WebCentral's payment in your bank account.

Level	Total gross fees at List Price (excl GST) charged to Partner ID by WebCentral per month	Partner rebate applicable as a percentage of gross fees	
		Shared Services	Dedicated and Co-host Services
Bronze	\$0 - \$999	10%	5%
Silver	\$1,000 - \$9999	15%	7.5%
Gold	\$10,000 +	20%	10%

- 4.5 Monthly gross fee revenue is calculated per Partner ID before GST and GST is payable on the net total after the discount has been applied. For clarity, Partners with multiple Partner ID's may not gross up monthly revenue across all ID's to qualify for a higher rebate level.
- 4.6 A flat rebate of 10% applies towards bandwidth charges for all Partner levels. Partner rebates do not apply to domain name registration charges.
- 4.7 In addition your customers must provide and pay for:
  - (a) the installation and use of telephone lines and all other equipment needed to access the Services; and
  - (b) unless expressly stated as included in a price, all government taxes, duties and levies (if any) imposed on either you or us in respect of the Services or any other service or goods supplied, such as Add Ons.
- 4.8 Your customers must pay all amounts billed in accordance with their billing option, and if no billing option has been selected in the online order form or build sheet, within 14 days of invoice. Billing period is on a monthly cycle beginning at registration. If registration occurs after the 28th of each month, the billing date becomes the first of the next month. If WebCentral omits charges from an invoice in a

particular month, we may include those charges in a later invoice.

## 5. Termination

- 5.1 You may continue to be a member of the Partner Rebate Program so long as you are not in breach of these terms or the specific terms of supply applicable to any Service you have contracted for. If you are in breach of either, and (where the breach can be remedied) you have not remedied the breach within 7 days after our notice to you, we will have the right to suspend or terminate your participation in the Partner Program and the provision of the relevant Service without notice to you.
- 5.2 Subject to clause 5.3, you have the right to terminate your participation in the Partner Rebate Program by giving not less than 90 days written notice to us. Doing so will not terminate your agreement for supply of Services, which can be terminated only in accordance with the terms of supply of the particular Services.
- 5.3 Once your participation in the Partner Rebate Program has been terminated, from the date of such termination you will no longer be entitled to access to Partner Control, the rebate and other benefits of the Partner Rebate Program.

## 6. Acceptable Use Policy and Privacy Policy

- 6.1 In accepting these terms and conditions, you also acknowledge that you have read and accepted our Acceptable Use Policy located at [www.webcentral.com/terms](http://www.webcentral.com/terms) and Privacy Policy located at [http://www.webcentral.com/docs/terms/privacy\\_policy.htm](http://www.webcentral.com/docs/terms/privacy_policy.htm) on WebCentral's website at [www.webcentral.com](http://www.webcentral.com) as amended from time to time.
- 6.2 The Acceptable Use Policy and the Privacy Policy form part of these terms and conditions. Failure to abide by the either policy will constitute a breach of these terms and conditions, and will give rise to our right to terminate or suspend the Services, as set out in clause 5.1 above.
- 6.3 You are responsible for the use of the Services ordered through your Partner ID and you must ensure that your customers and any other person using the Service through your Partner ID also complies with our terms and conditions of supply of Services, the Acceptable Use Policy and the Privacy Policy, and any other instructions that WebCentral gives you from time to time.
- 6.4 You must comply with any rules imposed by any third party whose content or service you access using the Service.

## 7. Limitation of liability

- 7.1 Unless expressly provided in this agreement, we make no warranty to any person in relation to any Services provided except those warranties which cannot be specifically excluded under the Trade Practices Act 1974. To the extent that the warranties implied under the Trade Practices Act apply to the provision of any Services, if at all, then our liability for any loss arising as a result of the provision of any Services, including economic or consequential loss which may be sustained or incurred, is limited at our election to:

- (a) the supply of the Services again; or
- (b) the payment of the cost of having the Services supplied again.

7.2 We have no responsibility for, or liability in relation to, any person accessing data on your sites or (if you are a re-seller) your customers' sites.

7.3 Other than where clause 7.1 applies, in all other respects WebCentral will have no liability to you pursuant to this agreement for all loss or damage, howsoever arising.

**8. Indemnity**

8.1 You agree that you will indemnify us and will keep us indemnified against any loss or damage of any kind, which we may suffer (whether directly or indirectly) as a result of any:

- (a) breach by you of any of these terms and conditions, including without limitation the Acceptable Use Policy and the Privacy Policy;
- (b) breach by you of the contractual or civil legal rights of others, or of any law, guideline, policy or code of conduct;
- (c) claim by a third party regarding your performance or non-performance of your obligations under these terms and conditions or otherwise.

**9. Assignment of rights**

9.1 You are not permitted to assign any of your rights under these terms and conditions to any other party without our prior written consent. For these purposes, an assignment will also be deemed to have occurred if there is a change in effective control of your business or company. We will reasonably determine what constitutes an "effective change in control".

**10. Privacy and Credit Consent**

10.1 You authorise us to obtain from and give to credit reporting agencies and other credit providers certain information about you so that we may manage your account with us. This information may include personal details such as your name, address, date of birth, company details and address, credit history and creditworthiness, credit standing with us and credit capacity. We reserve the right to refuse your application for, monitor ongoing usage of, or restrict your access to the Services on the basis of our assessment of credit information relating to you. You are entitled to see and correct any credit information we hold about you.

10.2 You also authorise us to exchange information about you and your account with us to our suppliers, agents and contractors, and use that information for account management and business planning.

**11. Location of and access to servers**

11.1 You agree that in providing the Services we may elect in our absolute discretion to provide those Services from a server located in any one of the data centres, which we operate, either now or in the future. We may relocate the servers used to supply the Service

to you and your customers upon 14 days notice to you. We will use our reasonable endeavours to minimize downtime, however you will have no claim against WebCentral in respect of reasonable downtime in supply of the Services caused by migration of servers between datacentres.

11.2 WebCentral's datacentres are not accessible to customers unless by prior appointment at a time suitable to WebCentral. Visitors will be accompanied at all times by a WebCentral employee and must comply with all directions of that employee in respect of conduct in the datacentres. WebCentral reserves the right in its absolute discretion to refuse requests to visit its datacentres.

**12. General**

12.1 We reserve the right to change the addresses of the URLs listed in this agreement.

12.2 We may sublicense, assign or otherwise delegate all or any of our rights and obligations under this agreement.

12.3 The law of Queensland will govern these terms and conditions.

12.4 We may pay a commission to a person who introduced you to the Service.

**SCHEDULE**

**Partner Details**

- Name:
- ABN:
- PR number(s):
- Address:
- Contact:
- Contact phone:
- Contact fax:
- Contact email:

**Bank Account Details**

- BSB:
- Account Number:
- Remittance Advice Email:
- Statement Reference:

Date:

.....  
Signature

.....  
Print name