

Tradify Partner Referral Programme - Terms and Conditions

1. Contractual Relationship

- 1.1. **Programme:** The Programme is only open to accountants, bookkeepers or Trade Business advisors operating in Australia, New Zealand, the United Kingdom, the United States, Canada and Ireland.
- 1.2. **Agreement to Terms:** By participating in the Programme, you agree to be bound by these terms and conditions (**Terms**). These Terms are in addition to Tradify's Terms of Service which can be found [here](#):
- 1.3. **Amendments:** We reserve the right to update these Terms at any time. We will provide at least 30 days' notice of any update to these Terms and such notice will be posted on the Partner Portal, and where any material changes are made, we will notify each Partner by email. If you do not agree to the updates, you must stop participating in the Programme before the updated Terms become effective. Continued participation in the Programme after any update will mean that you have agreed to the update.

2. Definitions

“Client”	means a client of the Partner that is a Trade Business.
“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “processing” and “appropriate technical and organisational measures”	as defined in the Data Protection Legislation.
“UK/EU Data Protection Legislation”	<ol style="list-style-type: none">a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of Personal Data.
“EU GDPR”	the General Data Protection Regulation ((EU) 2016/679).
“EU Law”	the law of the European Union or any member state of the European Union.
“Free Trial Account”	means a free trial Tradify account opened by a Partner for its Client through the Partner Portal.
“Programme”	means the Tradify “Partner Referral Programme”, details of which are set out in these Terms.
“Partner”	means an accountant, bookkeeper or Trade Business advisor who has signed up, and been accepted, to the Programme.

“Partner Trial Account”	means a trial Tradify account that you sign up to as part of the application process to be a Partner.
“Partner Portal”	means the portal on our Platform that allows you to refer and manage your clients’ Tradify accounts centrally.
“Permitted Intra-Group Transfer”	A transfer of Personal Data to any global Tradify group company.
“Platform”	means our website at www.tradifyhq.com or any other address used by us from time to time and the Tradify applications.
“Trade Business”	means a business in either the building and construction sector, construction services sector and includes electricians, plumbers, HVAC, landscapers, carpenters and other trade businesses.
“Tradify”	means Tradify Limited and all current and future global subsidiaries of Tradify Limited. “We”, “us” or “our” have a corresponding meaning.
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
“You”	means the person who registers to be a Partner and participates in the Programme, and, where the context permits, includes any entity on whose behalf that person registers to be a Partner and participates in the Programme, and any person or organisation that registers to be a Partner and participates in the Programme with the authorisation of that person or entity. “your” has a corresponding meaning.

3. Becoming a Partner

- 3.1. **Process to becoming a Partner:** Prior to being accepted to the Programme, you must register to join the Programme through the Tradify website. Following registration, you will receive an email from us inviting you to open a Partner Trial Account. Once you have opened a Partner Trial Account, we may convert that Partner Trial Account to a full access Partner account and accept you into the Programme.
- 3.2. **Reservation of rights:** We reserve the right to accept or decline any organisation or individual as a Partner regardless of whether the partnership prerequisites have been met.

4. Programme

- 4.1. **Partner benefits:** Once you have been accepted to, and as long as you remain part of, the Programme, you will receive:
- a complimentary Tradify demo account, designed so that you can familiarise yourself and your Clients with the features and functionality of the Platform;
 - full access to the Partner Portal;
 - the ability to create Free Trial Accounts for your Clients;
 - a Partner discount code, which you can provide to your Clients to enable them to receive a 50% discount off their Tradify subscription for their first 3 months;
 - free training and set up assistance to each of your Clients that are opening a Free Trial Account;

- f) one free user access for you to access each of your Clients' Tradify accounts;
- g) Referral Rewards (where applicable); and
- h) access to Partner-only information via the Partner Portal including training materials, videos, reports and updates as they become available, from time to time.

5. How Partners earn Referral Rewards

- 5.1. **Referral Rewards:** The reward for the Programme is a cash payment of AUD\$250, NZD\$250, USD\$160, CAD\$200, £150, or €175 (inclusive of GST, VAT or any other value added tax) (**Tradify Cash Payment**) depending on the country in which your headquarters is located and/or the currency of your bank account in which the Tradify Cash Payment is to be made (**Referral Rewards**). We reserve the right to choose the currency in which you are paid your Referral Rewards.
- 5.2. **How to earn Referral Rewards:** To earn Referral Rewards, you must create a Free Trial Account for your Client via a partner portal and your Client must sign up to a paid Tradify subscription account through that Free Trial Account (**Valid Referral**). You will be eligible to receive a Referral Reward for every Valid Referral made.
- 5.3. **Monthly Statement of Referral Rewards:** We will email you a monthly statement (**Monthly Statement**) confirming: (i) the total number of Valid Referrals made by you during the previous month; and (ii) the total amount of Referral Rewards earned by you during the previous month.
- 5.4. **Invoice:** You must raise a valid tax invoice for the total amount of Referral Rewards stated in the Monthly Statement (inclusive of all fees and taxes) within [14] days of the date of the Monthly Statement (**Invoice**).
- 5.5. **Payment of the Invoice:** We will endeavour to pay an Invoice within [30] days of receiving it from you.
- 5.6. **Non-Valid Referrals:** If your Client does not sign up for a Tradify subscription account through the Free Trial Account you have created in the partner portal, you will not receive a Referral Reward. Referral Rewards are only awarded upon the Client signing up to a paid Tradify subscription account. If you do not comply with these Terms, any Referral Reward will be invalid and may be cancelled by us.
- 5.7. **Fees and taxes on Referral Rewards:** You are responsible for paying all fees and taxes associated with payment of Referral Rewards wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.

6. UK/EU Data Protection

- 6.1 Both parties will comply with all applicable requirements of the UK/EU Data Protection Legislation as they relate to Processors. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the UK/EU Data Protection Legislation.
- 6.2 The parties acknowledge that for the purposes of UK/EU Data Protection Legislation, the Partner is a Processor of the Personal Data and Tradify are the Controller. Schedule A sets out the scope, nature and purpose of processing of Personal Data by the Partner, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 6.3 The parties acknowledge that clauses 6.4 and 6.7 shall apply to Personal Data which is subject to regulation under the UK/EU Data Protection Legislation.
- 6.4 Without prejudice to the generality of [6.1](#), we will ensure that we have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Partner and/or lawful collection of the Personal Data by the Partner on our behalf for the duration and purposes of this agreement.

6.5 Without prejudice to the generality of 6.1, the Partner shall, in relation to any Personal Data processed in connection with the performance by it of its obligations under this agreement and without cost to Tradify:

- (a) process that Personal Data only on the documented written instructions of Tradify unless the Partner is required by applicable law to otherwise process that Personal Data. Where the Partner is relying on applicable law as the basis for processing Personal Data, the Partner shall promptly notify Tradify of this before performing the processing required by the applicable law unless the applicable law prohibits the Partner from so notifying Tradify;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Tradify, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all of its personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) unless the transfer is a Permitted Intra-Group Transfer, not transfer any Personal Data outside of the UK or EEA unless and until the Customer gives prior written consent to such transfer and the following conditions are fulfilled:
 - (i) the Partner has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subjects have enforceable rights and effective legal remedies;
 - (iii) the Partner complies with its obligations under the UK/EU Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Partner complies with reasonable instructions notified to it in advance by the Partner in accordance with the Controller's instructions with respect to the processing of the Personal Data;
- (e) assist Tradify in responding to any request from a Data Subject and in ensuring compliance with the Tradify's obligations under the UK/EU Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Tradify without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of Tradify, delete or return Personal Data and copies thereof to Tradify on termination of the agreement unless required by applicable law or EU Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and allow for audits by Tradify or Tradify's designated auditor and immediately inform Tradify if, in the opinion of the Partner, an instruction infringes the UK/EU Data Protection Legislation.

6.6 The Customer does not consent to the Partner appointing any third-party processor of Personal Data under this agreement.

6.7 Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 6 by replacing it with any applicable processor to processor standard clauses or similar

terms adopted under the UK/EU Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

7. Limitation of liability

7.1. Limitation of liability: To the maximum extent permitted by law, our liability to you in connection with the Programme or these Terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- a) We will only be liable for direct loss caused by us and suffered by you as a result of you participating in this Programme in compliance with these Terms; and
- b) We exclude all other liability and accept no responsibility for any other losses, costs, damages or expenses of any sort whatsoever (regardless of whether liability arises in contract, tort (including negligence), equity or by statute or other legislation) including loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
- c) For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- d) Our total aggregate liability to you in any circumstances is limited to the Referral Rewards due to you in accordance with these Terms plus \$200.

7.2. Viruses: We have made reasonable efforts to ensure our Platform and Partner Portal are free from viruses, bugs or other destructive elements. However, as we have no control over the internet or mobile telephone communications, networks or lines, bugs, viruses and server problems we do not warrant or represent that there will not be such elements on our Platform or Partner Portal or that access will be uninterrupted.

7.3. Force Majeure: Neither party (**Affected Party**) will be in default or in breach of these Terms due to any matter that is outside of its reasonable control, including any act of God, strike, lockout or other interference with work, war, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosions, governmental or quasi-governmental restraint, intervention, direction or embargo, excluding lack of funds or authority or power on the part of the Affected Party.

8. Compliance

8.1 In performing its obligations under the agreement, the Partner shall:

- (a) comply with all applicable laws, statutes, regulations governing the direct marketing activities;
- (b) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption; and
- (c) comply with Tradify's policies as Tradify may deliver and/or update from time to time.

8.2 Failure to comply with Clause 8.1 may result in the immediate termination of this agreement.

9. General

8.1. Cancelling, pausing or ending the Programme: We reserve the right to change, end, or pause, in whole or in part, the Programme, as well as any Partner's ability to participate in the Programme or receive Referral Rewards at any time for any reason, including suspected fraud, abuse, or any violation of these Terms. We will provide at least 30 days' notice of any decision to end or pause the Programme and such notice will be posted on the Partner Portal.

8.2. Free Trial Account: Free Trial Accounts are deemed to be received by your Clients at the time of receipt by us. Our records are final and conclusive as to time of receipt.

- 8.3. Inconsistency:** To the extent of any inconsistency between these Terms and in the information in any Programme communications, these Terms will prevail.
- 8.4. Relationship between parties:** Nothing expressed or implied in these Terms constitutes either party as the partner, agent, employee or officer of, or as a joint venture with, the other party. Neither party will make any contrary representation to any other person.
- 8.5. Eligibility:** Any entity or individual that is affiliated with a Tradify employee, officer or contractor or their immediate families are not eligible to participate in the Programme.
- 8.6. Severability:** If any provision or part-provision of these Terms is or becomes void, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be severable and deemed to be deleted, and will not affect the validity, legality or enforceability of the remaining provisions.
- 8.7. Governing law and jurisdiction:** These Terms are governed by the laws of New Zealand. You agree to submit to the exclusive jurisdiction of the courts of New Zealand with respect to any claim or matter arising out of or in connection with the Terms or their termination. Unless Tradify agrees otherwise, any dispute arising out of or in connection with the Terms will be referred to and finally resolved by arbitration before a sole arbitrator in accordance with the Arbitration Rules of the Arbitrators' and Mediators' Institute of New Zealand for the time being in force.

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. PROCESSING BY THE PROVIDER

This schedule sets out the processing by the Partner for the duration of the Partner referral scheme.

1.1. SCOPE

The scope of this processing is limited to the Partner processing Personal Data for the purpose of setting up Free Trial Accounts and the purpose of the Programme only. The Partner is not permitted to process personal data of a potential Client outside of the parameters of the Programme.

1.2. NATURE

Collection, recording (to Tradify systems), transfer (to Tradify and its sub-processors only) organisation, use of Personal Data.

1.3. PURPOSE OF PROCESSING

This processing activity will enable the Partner to participate in the Programme pursuant to this Agreement.

1.4. DURATION OF THE PROCESSING

For the duration of this agreement and any further period of retention following cessation of this agreement.

2. TYPES OF PERSONAL DATA

Only personal data necessary to fulfil this processing activity should be processed. This includes:

Name

Gender (Salutation)

Address

Email Address

Telephone Number

Financial Information (including bank details, credit card details)

3. CATEGORIES OF DATA SUBJECT

The data subjects are potential customers (and their representatives) of the Tradify platform.