

Aqualyte – Fluid and Electrolyte Solution

A Product of Point Health Pty Ltd ABN: 75 082 404 626

Please read this entire agreement so you know and understand the terms and conditions of this program.

1. Aqualyte Affiliate Agreement

This agreement describes the terms and conditions for participation in the Aqualyte affiliate program. In this agreement, the term "Affiliate" refers to you (the applicant). In this agreement, Aqualyte refers the fluid and electrolyte rehydration solution owned and manufactured by Point Health Pty Ltd.

The Aqualyte affiliate program is administered by Point Health Pty Ltd through our websites (www.aqualyte.com.au) affiliate system (affiliateWP).

2. Modification

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in the scope of available referral fees, fee schedules, payment procedures and Affiliate Program rules. If any of the modifications are UNACCEPTABLE TO YOU, your only recourse is to terminate this Agreement. If you CONTINUE PARTICIPATION IN THE PROGRAM, it will be considered as your acceptance of the change.

3. Enrollment

To enroll in the affiliate program, you must submit an affiliate application on our website and for this application to be approved. Applicants will be notified of their acceptance status as soon as possible after their information is reviewed.

4. Affiliate URL

You will be issued a special URL once you become an approved member of the Aqualyte affiliate program which will be unique to you, and will allow you to be paid for affiliate referrals.

You will also be issued with a promotion/coupon code which will give the user a 10% discount on the purchase price of products. This code will be unique to you, and will allow you to be paid for affiliate referrals.

5. Commissions

Affiliates will receive 20% of the revenue (after any discount) as a commission from orders placed through properly coded Affiliate links (unless noted otherwise for a particular product).

For a sale to generate a commission to an Affiliate, the customer must complete

the order and remit full payment for the product ordered through the aqualyte.com.au online shop.

Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured Affiliate links or uses the relevant coupon code. Properly coded links are the sole responsibility of the affiliate.

6. Payment

Aqualyte pays affiliates via their PayPal account, provided to us when a member joins. If the PayPal email changes, it is the responsibility of the affiliate to notify the Affiliate Program to ensure proper commission payments.

Affiliates will be paid quarterly at the end of the 3rd, 6th, 9th and 12th month of the year or as otherwise agreed.

7. Order Fulfillment

Aqualyte will be solely responsible for processing every order placed by a customer via affiliate links. Affiliates are not authorized to collect payments on our behalf. Affiliates are not authorized to give away products. Aqualyte will also be solely responsible for all customer service inquiries.

Customers who purchase products through the Aqualyte Affiliate Program will be deemed to be customers of Aqualyte. Accordingly, all rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our policies and operating procedures at any time. Prices and availability of our products may vary from time to time. Aqualyte policies will always determine the price paid by the customer.

8. Qualifying Sites

Aqualyte reserves the right to refuse any website site entry into the Aqualyte Affiliate Program based on site content. Sites that do not qualify for the Affiliate Program include sites which:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities

9. Permitted Usage

Affiliates are permitted to use the graphical banners and design resources located at <http://aqualyte.com.au/wp-admin/admin.php?page=affiliate-wp-creatives>

10. Prohibited Usage

The following cases are prohibited and are grounds for **immediate termination** of the affiliate account.

- Affiliates MAY NOT use the Aqualyte logo, logo marks or other Aqualyte website/branding imagery in any way as to indicate they are officially partnered with Aqualyte/Point Health Pty Ltd.
- Affiliates MAY NOT use the term "Aqualyte" in ANY variation in their site URL
- Affiliates MAY NOT promote coupons that were not provided to them personally by Point Health.

11. Aqualyte Anti-Spam Policy

Aqualyte strictly prohibits affiliates from using spam e-mail and other forms of Internet abuse (including spamming forums, blogs, twitter, facebook and other social media outlets) to seek sales. Spam is defined as including, but not limited to, the following:

- Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt in subscription;
- Messages posted to forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules.
- Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner.
- Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;
- Certain off-line activities that, while not considered Spam, are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

Aqualyte, may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

- **Account Termination:** Upon the receipt of a credible complaint, Point Health Pty Ltd may investigate the complaint, and if necessary, will then terminate the affiliate account of the individual implicated in the abuse. Termination results in the immediate closure of the member and affiliate

account, the loss of all referrals, and the forfeiture of any unpaid money on account.

If you wish to report a violation of our Anti-Spam Policy, please forward all relevant evidence to support@aqualyte.com.au

12. Relationship of Parties

Affiliates are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliates have no authority to make or accept any offers or representations on our behalf. Affiliates will not make any statement, whether on their sites or otherwise, that reasonably would contradict this statement.

The Affiliate shall not, pursuant to this Agreement or otherwise, have or acquire any right, title or interest in or to the trade name/marks as well as domain names held by Point Health Pty Ltd or relating to the product 'Aqualyte' or variations in name thereof now or at any time in the future. Nothing in this Agreement purports to transfer or has the effect of transferring any trademarks from Point Health Pty Ltd to the Affiliate.

13. Term and Termination

The term of this Agreement will begin when you accept and will end when terminated by either party. Either Aqualyte or the affiliate may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate's Web Site, all links to Aqualyte websites, and all Aqualyte trademarks and logos, other Aqualyte marks and all other materials provided in connection with this program.

14. Limitation of Liability

Aqualyte will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, expenditures or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to the affiliate under to this Agreement.

15. Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or an affiliate's potential to earn income from the Affiliate Program. In addition, we make no representation that the operation of the websites or the Affiliate links will be uninterrupted or error-free, and Aqualyte

will not be liable for the consequences of any interruptions or errors.

16. Miscellaneous

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

By signing up with the Aqualyte Affiliate Program, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.