

BSharp Tech Affiliate Terms and Conditions

Version: 1.0

Date: 15th February 2025

1. Introduction

These **Affiliate Terms and Conditions** (the "Agreement") govern the participation of individuals or businesses (the "Affiliate") in the **BSharp Tech Affiliate Program** (the "Program") operated by **BSharp Technology Pty Ltd** (the "Company") trading as **BSharp Tech**. By applying to and participating in the Program, the Affiliate agrees to these terms.

2. Affiliate Eligibility

2.1. To qualify as an Affiliate, the applicant must:

- Be an individual or entity conducting business legally in Australia.
- Have a valid **Australian Business Number (ABN)** if applicable.
- Agree to promote BSharp Tech's services in a fair and ethical manner.

2.2. The Company reserves the right to accept or reject any application for the Affiliate Program at its sole discretion. The Company also reserves the right to refuse any application without providing a reason.

3. Affiliate Commissions

3.1. Affiliates will earn a commission of:

- **10% of the service fee (excluding GST) for six (6) months** for all recurring services.
- **10% of the total service fee (excluding GST) for one-time services.**
- **15% commission for the next quarter** if the Affiliate refers **five (5) or more clients in a single quarter.**

3.2. If an Affiliate **does not maintain at least five (5) client referrals per quarter**, their commission will revert to **10% for the following quarter.**

3.3. Commissions are calculated based on the **revenue received (excluding GST and any applicable client discounts)** from referred clients. Payments will be adjusted accordingly if a client cancels their service within the commission period.

3.4. The Company reserves the right to change commission rates with **7 days written notice**.

4. Payment Terms

4.1. Commissions will be paid **monthly** in Australian Dollars (AUD) via **bank transfer or PayPal**.

4.2. **GST Handling:**

- If the Affiliate is **GST-registered**, they must provide an invoice including **10% GST** on commissions.
- If the Affiliate is **not GST-registered**, commissions will be paid **excluding GST**.
- The Affiliate must provide their **ABN and GST registration status** upon joining the Program.

4.3. Payment will be processed by the **15th of each month** for commissions earned in the previous month. The minimum payout threshold is **AUD \$50**. We can pay a commission of less than \$100 at our sole discretion.

4.4. The Affiliate is responsible for any **tax obligations** related to their earnings from the Program.

5. Affiliate Responsibilities

5.1. The Affiliate agrees to:

- Promote **BSharp Tech services** ethically and professionally.
- Ensure that any promotional material is accurate and **does not make misleading claims**.
- Comply with **Australian Consumer Law (ACL)** when marketing services.

5.2. The Affiliate may not:

- Engage in spam marketing or misleading advertising.
 - Represent themselves as an employee or agent of BSharp Tech.
 - Bid on **branded search terms** (e.g., "BSharp Tech") in Google Ads or any PPC campaigns.
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6. Termination

6.1. Either party may terminate this Agreement with **30 days' written notice**.

6.2. The Company reserves the right to **terminate immediately** if the Affiliate:

- Violates these terms.
- Engages in **fraudulent, misleading, or unethical behaviour**.
- Brings reputational harm to **BSharp Tech**.

6.3. Upon termination:

- Any **outstanding commissions** will be paid **within 30 days**, unless the Affiliate engaged in fraud.
 - The Affiliate must **cease using** any BSharp Tech branding or materials.
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7. Confidentiality & Data Protection

7.1. Any information shared between BSharp Tech and the Affiliate, including client data, is **strictly confidential** and may not be disclosed without consent.

7.2. The Affiliate agrees to comply with **Australian Privacy Laws** when handling customer information.

8. Amendments & Governing Law

8.1. The Company may modify this Agreement at any time with **7 days' notice**. Affiliates will be notified via email.

8.2. This Agreement is governed by the laws of **New South Wales, Australia**, and disputes shall be settled in NSW courts.

Agreement Acceptance

By joining the **BSharp Tech Affiliate Program**, the Affiliate acknowledges they have read, understood, and agreed to these terms.