



# Get Organised Pty Ltd Affiliate Partner Program Agreement Terms and Conditions

## **Affiliate Agreement: Our Terms & Conditions**

By participating in the Get Organised Pty Ltd. Affiliate Program, you are agreeing to all of the following Terms and Conditions (the “Agreement”). If you do not agree to or understand any of the language in this Agreement, then we ask that you please refrain from signing up, or participating in any of our promotions. That said, the responsibility rests on you to completely understand any and all terms before becoming an affiliate partner for our products.

As an Affiliate, you are expected to act with honesty, comply completely with our guidelines and adhere to all laws. By participating in the affiliate program (the “Program”) conducted by Get Organised Pty Ltd (the “Promoter”) for any of our products or programs listed below (the “Product”), you (the “Affiliate”) agree to the following Terms and Conditions:

### **What Products Are Included?**

All our current, downloadable Online Training programs and package. Further information is below under ‘Commission Details’.

### **How Does The Affiliate Program Actually Work?**

Our affiliate program runs through our e-commerce software. The system is set up on a “last clicked” basis. This means that the affiliate link a customer clicked on LAST (the one that drove the buyer to purchase) will get credit for the sale. Our system can recognize when people purchase using an affiliate link or not.

Here’s an example of this in action....

Sue shares our online training product (using her affiliate link) on her Facebook page on Monday. People click through, arrive at the Get Organised sales page, but don’t make a purchase.

Now, let’s say some of the people that checked out Sue’s Facebook promotion are also on another online influencer’s mailing list: Louise.

On Tuesday, Louise writes a persuasive blog post that she mails out to her list. The readers who had seen Sue’s earlier Facebook post click through from Louise’s blog and some of them make a purchase. Louise will get credit for the sale, because her affiliate link was the

last one clicked before the purchase was made.

While the buyers may have first landed on the Get Organised page via Sue, Sue will not receive the affiliate payout for this sale because the last affiliate they clicked was Louise's.

### **How Do I Know If I'm Eligible?**

There are a few basic requirements for participating in the Get Organised Pty Ltd Affiliate program:

- Affiliates must be 18 years or older to participate.
- Affiliates must be in compliance with the terms and conditions of this Agreement.

**Get Organised Pty Ltd** reserves the unconditional right to accept or deny any Affiliate who enters the Promotion via the signup forms on our website.

The Affiliate agrees and understands that if any of their communications associated with or for this promotion (marketing, websites, blog posts, videos, audios, emails, Tweets, Facebook posts, etc.) are deemed offensive or inappropriate, that Affiliate will be deemed, at the sole discretion of the Promoter, ineligible to participate in any and all Affiliate promotions. The Affiliate in question will then be disqualified from receiving any further commission, recognition, communication or compensation from Get Organised Pty Ltd.

The Affiliate may also be immediately removed from any & all promotions and Affiliate programs (and will be in violation of this Agreement) if, at the sole discretion of the Promoter, the Affiliate's marketing:

- a) Contains unlawful material, including but not limited to materials that may violate another's intellectual property rights, or links to a site that contains such material;
- b) Contains information regarding, promotes or links to a site that provides information about or promotes illegal activity;
- c) Promotes, depicts or links to material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age;
- d) Contains, promotes or links to sexually explicit or violent material;
- e) Uses the Promoter's banners, brand name, likeness, images, and videos, on their own websites, thus creating market and consumer confusion (which is usually referred to as copyright or trademark infringement, and is illegal). In short: you may not present our banners, images or videos as if they are your own on your own site's or any other site's, as it may cause a customer to opt-in thinking they are signing up to receive our communications rather than yours. We firmly believe that if you wish to generate sales, it is in your best interest to establish your own identity, voice, brand and sites, and authentically promote our program(s) in your own way – not posing as its creators;
- f) Is, for any other reason, deemed to be unsuitable by the Promoter;
- g) Offers a cash incentive or discount on product(s) as a means of promotion;
- h) Runs any paid ad with the terms Get Organised Pty Ltd, any of the URLs we own,

and/or the name of any product offering Affiliate commissions.

Get Organised Pty Ltd reserves the right to disqualify and revoke an Affiliate's standing from any Affiliate program, cancel pending commissions based on inappropriate behavior or marketing by the Affiliate, and to amend this Promotion or Agreement at any time without notification to Affiliate.

In short: please only use ethical, honest means to promote our product(s). If you have an unusual idea for using the Get Organised Pty Ltd name, or any of our products in a unique way to promote our products or programs, please request written permission from <mailto:affiliate@getorganised.com.au>

### **Affiliate Links**

Affiliate links and any and all promotional materials necessary to promote and offer the Product to the Affiliate's customers via the Affiliate's Sites or emails, including but not limited to banners, graphics, or text ads are provided by Get Organised Pty Ltd for all relevant products.

The Affiliate may ONLY utilize their unique link, provided by the Promoter (Get Organised Pty Ltd), on the Affiliate's own websites or emails. The Affiliate may NOT post their link on other websites that are not owned or maintained by the Affiliate or the Affiliate's brand, with the exception of ads or social media placements. Spamming the Internet with links outside of Affiliate's direct email list, websites or social media pages will be considered a violation of this Agreement and result in a denial of all Affiliate commissions.

Links are intended to drive new customers to the Promotion. The Affiliate may not use unsolicited commercial email, spam, search engine spam, or other illegal or unethical means by which to generate referral commissions.

The Affiliate may also not purchase the Product through their link for personal use and receive a commission on that sale.

The Promoter shall own all customer information collected during the Promotion and it is at the sole discretion of the Promoter whether or not the customer information will be shared with the Affiliate.

### **Commission Details**

Get Organised Pty Ltd offers commission on Online Professional Organiser Training Programs only, at 25%.

This includes our:

**Online Professional Organiser Training**  
**Online Professional Organiser Business Startup Training**  
**Online Professional Organiser Training Package**

Future online programs for Professional Organisers may be included in this list and you will be advised as programs become available.

The Get Organised Pty Ltd team will monitor sales and the system very closely to ensure everything is working properly. Therefore, all affiliate reporting that states the referral affiliate in each sale are final. If they do not show up in our system as your sale, you will not get credit for the sale.

In order to avoid a mistake of this nature, make sure you are absolutely clear in your promotional material that those customers you are referring to the product - must use your special link to purchase.

Commissions are not paid on, and will not include, a single sale to the Affiliate themselves. In other words, the Affiliate cannot receive a commission by purchasing the product themselves, through their own link.

Affiliate commissions are counted and final numbers are deemed final at the sole discretion and decision of the Promoter (Get Organised Pty Ltd). The Promoter (Get Organised Pty Ltd) also reserves the right to change the dates of the commission payout.

Commission will be paid out to the Affiliate by the Promoter (Get Organised Pty Ltd) to your nominated bank account via direct deposit on the 1st of every month that you have generated a sale in.

Affiliate commissions will not be paid based on any sales or amounts that are attributed to spam, credit card fraud, or returned Product. If a sale is canceled or refunded for any reason, any paid commission will be deducted from the amount owed to the Affiliate and any subsequent payment.

The Promoter (Get Organised Pty Ltd) is NOT responsible for the Affiliate using or maintaining their Affiliate links and only sales tracked through the Promoter's (Get Organised Pty Ltd) system will count towards the Affiliate's commissions.

All sales and commissions are tallied by the Promoter, (Get Organised Pty Ltd), and all final sales and commission numbers are at the sole discretion of the Promoter (Get Organised Pty Ltd).

While the Promoter (Get Organised Pty Ltd) makes every reasonable effort to accurately track and pay commissions for all Affiliate sales, the Promoter (Get Organised Pty Ltd) is not responsible, nor under any circumstances will be held liable, for any technical difficulties, outside events, actions by other Affiliate, or other uncontrollable events that may disrupt or interfere with Promoter's (Get Organised Pty Ltd) ability to track sales or pay commissions.

Under no circumstances will the Promoter (Get Organised Pty Ltd) be held liable for any incidental, indirect, or consequential damages, or any loss of revenue or profit that results from the Affiliate's participation in this program.

## **Earnings Disclaimer**

Our team works hard to ensure we accurately represent our Affiliate program and its earning potential. However, nothing on our website or in this agreement is a promise or guarantee of earnings. We cannot guarantee that you will get any results, or earn any money whatsoever.

The Affiliate alone is responsible for their strategies, actions and results in life and business. Each Affiliate's level of success in attaining results is dependent upon a number of factors including: business savvy, marketing knowledge, dedication, network, and subscriber list.

Because these factors differ so widely according to individuals, we cannot guarantee any degree of success, income level, or ability to earn revenue.

We make no guarantees that you will achieve any results from our ideas and we offer no professional legal or financial advice.

### **Spam And Unsolicited Email Warning**

The Affiliate agrees to abide by all Spam law relevant to their country.

Get Organised Pty Ltd has a firm zero tolerance policy toward any Affiliate who spams any party or individual. As an Affiliate you are agreeing NOT to send any unsolicited email to any party in promotion of any of our products. Should an Affiliate be caught spamming, they will be removed from the Affiliate program altogether, and any commissions or pending commissions will be canceled and/or forfeited.

Spam is defined as emailing or posting to anyone who has not requested information via email or a website. This also includes “spamming search engines” with links.

### **Restrictions**

The Affiliate may not use ANY copyright, trademark, service mark, or general branding of the Promoter (Get Organised Pty Ltd) without full disclosure and permission of the Promoter (Get Organised Pty Ltd).

The Affiliate may not:

- a) Frame the Affiliate’s website to look like the Promoter’s website or to utilize the Promoter’s (Get Organised Pty Ltd) branding in any way that would confuse customers or the general public as to who is hosting or promoting such a website;
- b) Take any action that could reasonably cause any customer confusion as to Affiliate’s relationship with the Promoter (Get Organised Pty Ltd), or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring;
- c) Read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to the Promoter (Get Organised Pty Ltd) by any person or entity;
- d) Seek to purchase or register any domains or other identifiers that include variations on the trade or service marks or names of the Promoter (Get Organised Pty Ltd) intended to approximate misspellings or typographical mistakes of same or which otherwise would constitute typo or domain squatting, including variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by the Promoter (Get Organised Pty Ltd). The Promoter (Get Organised Pty Ltd) may cancel the Affiliate participation in this program, withhold or cancel commissions, or take any other action at its sole discretion should the Affiliate carry out any of the behavior above or fail to operate with integrity or within the guidelines of the law of your country;
- e) Seek to purchase or register any keywords, search terms or other identifiers related to the trademarks of the Promoter (Get Organised Pty Ltd) or the trade or service marks or names of the Promoter’s (Get Organised Pty Ltd) primary competitors, including

misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by the Promoter (Get Organised Pty Ltd).

## **Relationship Of Parties**

Although we love our Affiliates, nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or employment relationship between Get Organised Pty Ltd and the Affiliate. Under no circumstances will the Promoter (Get Organised Pty Ltd) be held liable for any actions or results of the Affiliate.

Affiliate is participating in the Affiliate program as a fully independent entity and is responsible for any and all federal, state, local, and/or foreign income taxes and self-employment taxes, and any and all other federal, state, and local licenses, fees or taxes, or sales tax, including withholding taxes, social security taxes, and public liability and workman's compensation insurance.

## **Confidentiality Agreement**

The Affiliate hereby agrees not to copy, alter, share, use, duplicate, distribute, or adapt any of the Promoter's (Get Organised Pty Ltd) confidential information which is not directly provided or approved by the Promoter (Get Organised Pty Ltd), or any confidential information – disclosed or otherwise – that comes into its possession under or in relation to this Agreement.

Confidential information includes, but is not limited to, the following types of private information and other proprietary information of a similar nature regarding the Promoter's (Get Organised Pty Ltd) business such as:

Sales figures, software passwords, Promoter list size, list contents, ideas, stories, activities, curriculum, event format, presentation materials, presentation content, inventions, financial information, business plans, business processes, marketing plans, marketing strategies, marketing copy, financial projections, customer lists, customer financial information, personal information of executives, sponsorship strategies, relationships with other vendors, media delivery concepts and systems, including, but not limited to, web-based delivery systems, technical data, software designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, and other similar information that is proprietary to and confidential information of the Promoter (Get Organised Pty Ltd).

The Affiliate shall not disclose the terms of this Agreement to any third party other than to the Affiliate's employees and agents who:

- (a) Have a need to have access to such information;
- (b) Agree in writing to comply with the confidentiality provisions of this Agreement.

This Agreement imposes no obligation of confidentiality on the Affiliate with regard to any portion of Promoter's (Get Organised Pty Ltd) confidential information:

- (a) That is part of the public domain at the time of disclosure; or
- (b) That becomes part of the public domain after the Promotion without any unauthorised act by or omission of the Affiliate; or
- (c) If the Affiliate can demonstrate by written records that he/she had independently developed knowledge of such confidential information prior to the date of disclosure;

or

- (d) If permission to use or disclose said confidential information is first obtained by the Affiliate in writing from Promoter (Get Organised Pty Ltd); or
- (e) If the Affiliate is required by law, regulation, rule, act, or order of any court or other government authority or agency to disclose such confidential information.
- (a) In general, the Affiliate may not disclose any financial, personal, or business information about the Promoter (Get Organised Pty Ltd) or its executives without permission from the Promoter (Get Organised Pty Ltd). Such disclosure is grounds for legal action, equitable relief, and termination of this Agreement.

### **Indemnification And Liability**

The Affiliate agrees to indemnify and hold harmless Get Organised Pty Ltd and the Promoter's Founder, Carol Posener, an individual, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable legal fees) which the Affiliate may be subject to or incur in connection with the Promotion to be rendered, except those claims that are judicially determined to have resulted from Promoter's (Get Organised Pty Ltd) gross negligence or willful misconduct.

### **Termination**

The relationship between the Parties may be terminated by either party on 30 days written notice prior to termination, except in the case of violation of the abovementioned Terms and Conditions, in which case termination will be effected immediately by the Promoter (Get Organised Pty Ltd). Upon termination, it is understood that the Confidentiality and Indemnification clauses above will remain in effect for perpetuity.

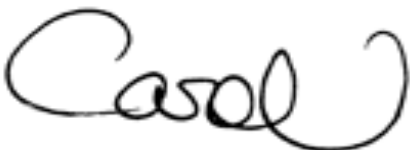
### **Severability**

If any provision or covenant, or part thereof, of this Agreement should be held by any court or other legitimate tribunal with appropriate jurisdiction to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect.

### **Contact**

Reach out to us at [affiliate@getorganised.com.au](mailto:affiliate@getorganised.com.au) if you have any further questions.

Welcome aboard and warm regards,



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