

## Referral Terms

Thanks for expressing interest in becoming a referrer for CX Video, the most popular way to send 1:1 thank you videos on Shopify.

We've tried to keep this agreement as plain-English as possible, so you find it easy to do business with us.

CX Video is a registered trading name of Sudo Online Pty Ltd, a privately held company in Australia.

## Referrer Agreement

This is a referral relationship, not a reseller relationship.

This Referrer Agreement (hereinafter referred to as the "Agreement") becomes effective as on the date your application is approved by CX Video ("Us, We & Company") and when your organisation (You & Your) begins to participate.

Participation means anything you do to promote CX Video.

For example, this could be in the form of publishing online content, or, if you are provided one, sharing your referral code with clients, prospects or other interested stakeholders.

Both organisations listed above in this Agreement shall be collectively referred to as the "Parties" and individually as the "Party".

Therefore, the Parties agree to comply with the terms and conditions as proposed below:

## Terms and Conditions

### 1. Authorization

We authorize and grant a special license to You to market, or promote the CX Video app as agreed upon by the Parties.

### 2. Payment Terms

You will become eligible for payment 30 days after the first month's billings have been received by CX Video for any customers you refer to Us. Payments are typically distributed on a quarterly basis to partners.

Where Your payments owed do not equal at least USD\$20, they will be accumulated until this threshold has been met and then paid during the next referral fee distribution.

Payments will be made to you via PayPal unless alternative methods have been agreed to in writing.

We will make best efforts to identify the correct source of referral payments across our partner network. We recommend You keep records of any organisations you refer to CX Video to support reconciliation efforts and support any disputes, for example, where two partners claim the referral.

Where referrers are in doubt, We may, at our complete discretion, choose to either distribute referral fees to the “most likely” referrer, as a part share, or alternatively hold onto these where the referrer cannot be established. CX Video retains complete control of these decisions.

### 3. Obligations

As a referral agent, you shall be responsible for all activities and the associate costs of promoting CX Video to your users, customers, clients, prospects and/or audience.

If requested, you shall provide Us with the details about your promotions, and other necessary information required by the Company in a timely manner.

As a referral agent, our expectation is you continue to promote CX Video through the lifetime this agreement remains in place.

### 4. Term and Termination

The Agreement shall be enforceable as per the Effective Date and shall continue to exist until either one of the following conditions are met:

- a) You appear to have stopped promoting CX Video.
- b) Either party sends written notification to the other party to terminate the agreement.

Although not an exhaustive list, examples of where You may “stop promoting” are:

- Where you do not create any new content regarding CX Video in the most recent six (6) months.
- We do not detect any referral traffic coming from content you have published in the most recent twelve (12) months.

### 5. Intellectual Property Rights

Nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party.

### 6. Title and Restrictions

The Referrer shall not have any right, title or interest in the products and cannot directly or indirectly change and/or modify the products.

### 7. Limitation of Liability

Neither Party shall be liable to the other party for any indirect, special, or consequential damages arising out of this Agreement.

## 8. Arbitration

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by Arbitration, in the state of Victoria, Australia.

## 9. Miscellaneous

**Governing Law:** The Agreement herein shall be governed by and construed with the jurisdiction laws of the state of Victoria, Australia.

**Amendments:** This document will remain updated and should be referred to as the master terms. The version number and revision date are included in the footer for Your reference.

**Force Majeure:** Neither Party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, and any payment shall be extended to the extent of any delay resulting from any force majeure event.

**Relationship of Parties:** It is hereby agreed that the Parties herein are Independent and the relationship between both the Parties shall not constitute a partnership or a joint venture.

**Entirety:** This Agreement and other annexures, therefore, constitute the entire Agreement between the Parties concerning the matter of subject hereof and thus, supersedes all prior Agreements, purchases, understandings, and negotiations, written or phonated, between the Parties.