



**gimme**  
bubble tea

## **‘BOBAE’ AFFILIATE AGREEMENT**

### **Formal Instrument of Agreement**

The terms and conditions of this agreement (the “Agreement”) prescribe the terms governing the arrangement entered into between Gimme Bubble Tea Pty Ltd (Gimme Bubble Tea) and the affiliate for the payment of commission in exchange for new customers who purchase from Gimme Bubble Tea (“Bobae Program”).

This Agreement is made between you and Gimme Bubble Tea Pty Ltd (ABN 54 641 708 312) (“Gimme Bubble Tea”).

(together the “**Parties**”).

Please note that throughout this Agreement, “we,” “us,” and “our” refer to Gimme Bubble Tea Pty Ltd, and “you,” “your,” and “yours” refer to the affiliate.



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## OPERATIVE PROVISIONS

### 1. AFFILIATE OBLIGATIONS

#### 1.1 Application

To begin the enrolment process, you will complete and submit the online application. You must be a human. Accounts registered by “bots” or other automated methods are not permitted. You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign-up process. You are responsible for maintaining the security of your account and password. Gimme Bubble Tea cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

#### 1.2 Evaluation

We will evaluate all applications, and may reject your application at our sole discretion. We may reject your application if we determine that your brand is unsuitable for the Bobae Program.

#### 1.3 Affiliate Account Manager

As a member of the Bobae Program, you will have access to Affiliate Account Manager (“Bobae Space”). Here you will be able to review your Bobae Program’s details, commissions, and your tracking codes for your coupons.

#### 1.4 Sale Eligibility

For a Product sale to be eligible to earn commission, the customer must click-through a Special Link from your site, email, or other communications to <https://gimmebubbletea.com> and complete an order for a product during that session. We will only pay commissions on links that are automatically tracked and reported by our systems. We will not pay commissions if someone says they purchased or someone says they entered a referral code if it was not tracked by our system. We can only pay commissions on business generated through properly formatted special links that were automatically tracked by our systems. We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

#### 1.5 Review Use

Gimme Bubble Tea reserves the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.

#### 1.6 Maintenance of Your Platform

The maintenance and the updating of your platform will be your responsibility. We may monitor your platform as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

#### 1.7 Intellectual Property

It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your platform. You must have express permission to use any person’s copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person’s copyrighted material or other intellectual property in violation of the law or any third party rights.

#### 1.8 Referral Customers

Customers who buy products through the Bobae Program will be deemed to be the customers of Gimme Bubble Tea. Accordingly, all of our rules, policies, and operating procedures concerning



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customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under the Bobae Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you have listed on your platform, you should not display product prices on your platform. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

## 1.9 Relationship

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

## 2. GIMME BUBBLE TEA RIGHTS AND OBLIGATIONS

### 2.1 Monitor and Review

We have the right to monitor your platform at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your platform that we feel should be made, or to make sure that your links to our website are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your platform that we feel are necessary, we reserve the right to terminate your participation in the Bobae Program.

### 2.2 Termination

Gimme Bubble Tea reserves the right to terminate this Agreement and your participation in the Bobae Program immediately and without notice to you should you commit fraud in your use of the Bobae Program or should you abuse the Bobae Program in any way. If such fraud or abuse is detected, Gimme Bubble Tea shall not be liable to you for any commissions for such fraudulent sales.

### 2.3 Commencement Date

This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated here under.

### 2.4 Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Bobae 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 Bobae Program will not exceed the total commission paid or payable to you under this Agreement.

### 2.5 Disclaimer

We make no express or implied warranties or representations with respect to the Bobae Program or any products sold through the Bobae Program (including, without limitation, warranties of fitness, merchant-ability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the Gimme Bubble Tea will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.



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### 3. TERMINATION

- (a) Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email, voice call or text message.
- (b) This Agreement will terminate immediately upon any breach of this Agreement by you.

### 4. MODIFICATION

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and the Bobae Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in the Bobae Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

### 5. PAYMENT

#### 5.1 Tracking and Payment

- (a) Gimme Bubble Tea handles all of the tracking and payment.
- (b) Affiliates receive a commission of 10% of the order which was placed by the customer through the affiliates unique tracking code.
- (c) Gimme Bubble Tea utilises cookies allowing purchase made by the customer within 24 hours of clicking your tracking link to be eligible for commission. Gimme Bubble Tea reserves the right to change the duration.
- (d) The affiliate's commission is paid at the end of every month as AUD into your nominated PayPal account.
- (e)

#### 5.2 Coupons

Affiliates will have access to coupons which reward customers with a discount off their order on the <https://gimmebubbletea.com> website. Coupons are assigned to affiliates and when a discount coupon is used the affiliate automatically receives their affiliate commission.

### 6. PROMOTION RESTRICTIONS

We have placed a number of restrictions around the Bobae Program including:

- (a) NOT ALLOWED: All other uses of banners or links, such as newsgroups, chat rooms, ICQ, message boards, banner networks, hit farms, counters, or guestbooks etc. are NOT allowed.
- (b) NOT ALLOWED: Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- (c) NOT ALLOWED: Any display of a merchant window that isn't the result of a direct click by the end-user.
- (d) You cannot SPAM. We will terminate this agreement on the first offense of SPAMMING. Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough, we WILL terminate this Agreement on the first offense.



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- (e) You cannot send traffic from ads on Google Adwords / Bing directly to your affiliate link. This traffic must first go through your site. You can buy/send traffic directly to your affiliate link through any service other than Adwords / Bing, providing you are using approved marketing materials from your dashboard.
- (f) You cannot bid on any of the following terms or any phrases that include any of the following terms:
  - (i) Gimme Bubble Tea
  - (ii) gimmebubbletea
  - (iii) gimmebubbletea.com
  - (iv) gimmebubbletea.com.au
  - (v) www.gimmebubbletea.com
  - (vi) www.gimmebubbletea.com.au
  - (vii) Gimmebbt
- (g) (h) Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually “refreshing” of pages, for the sole purpose of creating commissions. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN TERMINATION AND VOIDED COMMISSIONS.

## 7. GRANT OF LICENSES

### 7.1 Licence

We grant to you a non-exclusive, non-transferable, revocable right to:

- (a) access our site through HTML links solely in accordance with the terms of this Agreement; and
- (b) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Bobae Program. You agree that all uses of the Licensed Materials will be on behalf of Gimme Bubble Tea and the good will associated therewith will inure to the sole benefit of Gimme Bubble Tea.

### 7.2 Proprietary Material

Each party agrees not to use the other’s proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

## 8. DISCLAIMER

Gimme Bubble Tea makes no express or implied representations or warranties regarding Gimme Bubble Tea products, service and website(s) or the products or services provided therein, any implied warranties of Gimme Bubble Tea ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, we make no representation that the operation of our site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.



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## 9. REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- (a) This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
- (b) You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;
- (c) You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

## 10. LIMITATION OF LIABILITY

We will not be liable to you with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any indirect, incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this Agreement, in no event shall Gimme Bubble Tea cumulative liability to you arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to you under this Agreement.

## 11. INDEMNIFICATION

You hereby agree to indemnify and hold harmless Gimme Bubble Tea, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgements, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on:

- (a) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party;
- (b) Any negligent or wilful act or omission of You or anyone acting on Your behalf.
- (c) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein; or
- (d) any claim related to your site, including, without limitation, content therein not attributable to us.

## 12. CONFIDENTIALITY

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

## 13. MISCELLANEOUS

- (a) You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Gimme Bubble Tea. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.



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- (b) Neither party may assign its rights or obligations under this Agreement to any party.
- (c) This Agreement shall be governed by and interpreted in accordance with the laws of New South Wales, Australia without regard to the conflicts of laws and principles thereof, and the Parties agree to submit to the exclusive jurisdiction of the Courts of that State.
- (d) You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.
- (e) This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.
- (f) The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.
- (g) If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.
- (h) No commission will be due and payable to You if this Agreement is terminated pursuant to clause 2.2, 3(b) or 6, whether the right to the commission arose prior to the termination or otherwise.