



Terms & Conditions

Ha-Ra®-Online Agents

We believe that your success is our success, that is enough motivation for us to help you to succeed. Unfortunately we can't do without Terms & Conditions.

The Ha-Ra® Partner Program Overview, the Rules and all related provisions of the Partner Program, including, without limitation, provisions regarding the commission rate, service policies and operating procedures, are incorporated in these Terms and Conditions by reference. In the event of any conflict between any such provisions and these Terms and Conditions, the determination by Ha-Ra® in its sole discretion regarding such issue shall control. These Terms and Conditions may be amended by Ha-Ra® at any time with prior notice on our website and references herein to the Terms and Conditions shall include any and all such amendments.

1. Becoming an Online Agent I Termination

Only Online Agents that have been approved to the Partner Program will be eligible to earn commissions. To become an approved Partner you must submit a completed online application. Your status as an approved part of this program will continue until the first to occur of written notice by either party at any time (and for the purposes of these Terms and Conditions, notice by email shall constitute effective written notice) or the termination of the Partner Program by Ha-Ra®. Commissions will not be paid on sales made after the date of any such termination.

We suggest to hold Ha-Ra® products as an Ha-Ra® Online Agent to get started and recommend the Ha-Ra® products. Online Agents are able to order Ha-Ra® products at the discounted rate of 20% on the RRP. Online Agents will receive a 20% commission on their customers purchase through the Ha-Ra® online store. We can provide individual marketing or online banner for multi-media (facebook, instagram etc.)

Ha-Ra® may terminate an Online Agent if they have not placed any orders for three (3) consecutive months that total \$300.00.

2. Online Agent I Responsibilities

The activities and compensation of a Partner will be subject to these Terms and Conditions, as amended from time to time, and the compliance by the Partner with all applicable laws, including laws that govern email marketing and anti-spam activities.

3. Online Agent I Ha-Ra® Relationship

Each Partner is and shall be acting independently for Ha-Ra® and nothing related to the Partner Program, Online Agents are independent Agents and responsible for all their legal and tax related issues. There will be no employer/employee relationship between Ha-Ra® and any Partner. In no event shall Ha-Ra® be liable for any special, indirect, incidental, punitive or consequential damages, including damages due to loss of use, lost profits or loss of goodwill, in any way related to the Partner Program or these Term and Conditions.

4. Revocation of Status

Your Partner Program application and status in the program may be suspended or terminated by Ha-Ra® at its sole discretion and for any reason, including the following.

- Inappropriate advertisements (False claims, misleading hyperlinks)
- Illegal Spamming (mass email, mass newsgroup posting, etc...)
- Advertising on sites containing/promoting illegal activities
- Violation of intellectual property rights

5. Tracking

Ha-Ra® only tracks commissions when the Online Agent has created a new customer that is directly linked to that Partner. Ha-Ra® is not obligated to pay commissions on a sale that is not linked to you as a Partner in the customers records. It is the partners responsibility to ensure that the partner-customer relationship is established in our database. Note: A customer can be just linked to one partner! Once a customer is registered, it is not possible to transfer it to another database.

6. Overview Discount, Commission and Bonus Structure

Discount: Online Agents are able to order Ha-Ra® products at the discounted rate of 20% on the RRP.

Commission: Online Agents will receive a 20% commission on their customers purchase through the Ha-Ra® online store.

Bonus: Will be paid when a Partners' own purchases and customer online purchases meet the following criteria in a calendar month –

- | | |
|-------------|---------------------|
| • 2% Bonus | Sales over \$500 |
| • 5% Bonus | Sales over \$2.000 |
| • 7% Bonus | Sales over \$5.000 |
| • 10% Bonus | Sales over \$10.000 |

Eligible commissions plus bonus will be paid by the 15th of each month, unless otherwise agreed.

7. Online Agent I Means of commission plus bonus payment

Option 1: Commission and bonus will be paid through a voucher at a \$ for \$ value.

Option 2: Commission and bonus can be paid in cash

A: Commission and bonus will be paid on a \$ for \$ value if the partner has an ABN with GST registration.

B: Commission and bonus will be paid on a \$ for \$ value minus the GST component if the partner has an ABN registration without GST registration.

8. Online Agent I Commission and Bonus Structure Adjustment

Commission and bonus schedule might be adjusted if an Online Agent has already or will start a relationship with one of our business partners eg. Lyoness