



Affiliate Agreement

Contracts that Care™ DIY Packs

Thank you for your interest in promoting and recommending my Contracts that Care™ DIY legal document packs to your clients. I am honoured to welcome you as an affiliate. This document sets out the terms of our agreement so that we may both benefit from this collaborative relationship. Please read the whole agreement carefully and ask me if you have any questions. You agree that this document becomes a legally binding contract between us when you instruct me to create an Affiliate Admin account for you and provide you with a personalized affiliate link to use when you refer potential clients to my website. My affiliate relationships are very important to me, and I will do my best to treat you with the respect and consideration that you deserve. I hope and trust that you will do the same for me. This agreement is intended to give you clarity and certainty about the terms of our affiliate relationship, to protect us both in the event of a disagreement and to ensure the preservation of both our professional reputations.

I am a strong believer in empowering people to DIY many of the basic legal needs for their business, so they are not left without strong foundations simply because they happen to have more time than money. I also believe that generic templates are not the best or only DIY solution. There are plenty of ill-fitting generic templates out there, but I wanted to create an alternative – a way for people to use their own language and deep knowledge of their business to craft their own legal documents in the language of connection that their clients deserve and expect from them. In this way, their legal documents become an integral element at the heart of their business, rather than being something artificially tacked on because they think they “should” have them.



About Me

My preferred method of contact is email: michelle@carefreecounsel.com. I try to answer all emails within 48 hours. However, sometimes things get crazy and I get snowed under with urgent work. If I haven't replied to you after a few days, I appreciate it if you reach out again to remind me you are waiting.

I am a registered NSW lawyer, an accredited mediator and a sole trader. I have a BA with first class Honours in English and an LLB with first class Honours in Law. I also have a Master of Laws with Honours, majoring in alternative dispute resolution. Here are some further details that may help you to get in contact with me if you need to:

- I am Michelle Marie Whitehead.
- My registered business name is Carefree Counsel and my ABN is 91968443292.
- My Solicitor Identification Number with the NSW Law Society is 58004.
- My phone number is 0436291346 (please don't call unless it's an emergency – send me an email or text instead. I panic when my phone rings).
- My postal address is PO Box 353, South West Rocks, NSW 2431.

Enrolment

I prefer to begin by meeting with my affiliates to ensure that they are in alignment with my values and vision for my business and that they have a thorough understanding of the limitations of my DIY products. If you would like to apply as an affiliate, please book your free 15 minute affiliate enrolment interview here:

<https://michellewhitehead.as.me/affiliate>

If we have worked together in the past and I feel that I know you, I may suggest we can skip the interview. However, you are still very welcome to book in if you have any questions.

I reserve the right to refuse your application if I do not feel that you or your clients would benefit from this affiliate relationship, if I feel there is a misalignment between our business philosophies or if I feel there is any risk to my professional reputation. This is a very personal decision for me that is not intended to cause any offense to you or to reflect negatively on your business in any way.

Affiliate Management System

I manage my affiliate relationships through my website using the YITH Woocommerce Affiliate plugin.

Commission Payments

As an affiliate, you will receive 15% of the total sale price as a commission for all orders on my DIY Packs placed through your affiliate link. Commission is ONLY calculated on the base DIY package. GST and the admin fee of \$165 that is added to all payment plans is not counted when calculating commissions. If the clients you refer to me choose to upgrade to a DIY + Review, Done for You or VIP service, the client will receive a further invoice from me at the conclusion of my review or drafting work. No commission is payable on this final invoice, which reflects my provision of legal services to them.

All references to money in this agreement are references to Australian dollars.

I may change this commission rate at my sole discretion.

In order to generate a commission, a client must:

- Use your properly coded affiliate link (it is your responsibility to ensure that the correct link is provided to the client) AND
- Pay for the DIY Pack through my website (either through Paypal or by Direct Deposit)
AND

- Not request a refund within 7 days of their purchase.

If the client has chosen a Payment Plan option, the commission will be paid once the payment plan is complete and the client has paid in full.

Commission payments will be made to you either through Paypal or the account that you specify for EFT when you sign on as my affiliate. If your email address or account details change, it is your responsibility to notify me of the relevant changes.

The price charged to clients includes GST. I am responsible for paying the GST on the whole purchase price charged to the client. You are responsible for meeting all of your tax obligations in respect of your affiliate income, including paying GST out of your commission if you are registered to do so. I will provide you with a statement that you can use to account for your affiliate income and claim back the GST if relevant.

Australian Consumer Law

All of my products and services are offered in compliance with Australian Consumer Law. Each product or service package includes a Terms of Purchase document which sets out the applicable refund policies for that product. This includes a 7-day money-back guarantee. Commissions do not become payable until after this period, to ensure the funds are available for a refund if required.

If a client has any problems, difficulties or complaints other than the 7 day money back guarantee, this is entirely my responsibility to deal with and your commission will not be affected.

Order Fulfilment

I have sole responsibility for ensuring that the client receives their DIY Pack, including the Terms of Purchase and the link to book in for an Accountability Action Session with me. All

digital downloads are available automatically to clients if they pay via Paypal, or are provided manually after their EFT payment clears in my account.

Affiliates may not supply my products to their clients by any other means. You are not authorized to collect payments yourself or to advertise my products as a reseller through ANY means other than using your official affiliate link. You are not authorized to give away any of my packages for any reason. If it comes to my attention that this term has been breached, our affiliate relationship will be immediately terminated, and I reserve the right to take appropriate legal action.

Customer Service

All clients who purchase products or upgrade to purchase services from me using your affiliate link become my clients. As a result, all of my rules, policies and operating procedures apply in respect of those clients. You do not owe these clients any responsibility in relation to the product that they have purchased from me. Similarly, I do not owe these clients any responsibility in relation to any products or services that you provide to these clients in your own right. The affiliate commission fee is simply a bonus paid to you for introducing the client to me and my products. It in no way alters our individual obligations of customer service, or our autonomy in each serving the client through our individual businesses.

I may change my policies, operating procedures, available products and services or prices at any time. I will notify you if that change is likely to affect our current affiliate agreement.

Unacceptable Behaviour

I have a professional responsibility as a lawyer to present myself as a person of good standing in the community. As a result, I cannot be affiliated with any person who is found to be promoting violence, discrimination or illegal activities.

This affiliate relationship is intended to be a way for you to benefit your clients through facilitating their access to aligned business legal services. Engaging in spam email or other forms of internet abuse (including spamming forums, blogs, twitter, Facebook or other social media) as a way of marketing, advertising or seeking sales is strictly prohibited and may result in the termination of this agreement. Spam in this context includes but is not limited to:

- sending email marketing material to people with whom you do not have an existing business or personal relationship, or where the recipient has not consented to receiving your marketing through an opt-in subscription;
- off-topic messages posted in Facebook groups without consideration for the theme days or contribution rules of the group; and
- posts, comments, emails or messages that include unsolicited attempts to sell to the recipient.

You may not use your affiliate links to gain commission on your own purchases of my products or services. However, if you wish to purchase DIY Packs for your own use, enter the coupon code “affiliate” at checkout to receive an affiliate discount equal to the current affiliate commission rate on your purchase.

Our Relationship

You and I are independent contractors in respect of this affiliate agreement. Nothing in this agreement creates any partnership, joint venture, agency, franchise, sales representative or employment relationship between us.

You have no authority to make or accept any offers or representations on my behalf. You must not make any statement, whether on your website or in any other form, that would reasonably lead clients or members of the public to believe that you do have this authority.

Intellectual Property

I will work with you to provide graphical banners and design resources in line with your specific requirements in order to facilitate your activities as my affiliate.

You understand that these words and images remain my property. Your right to use them is:

- limited, as these elements may only be used during the term of this agreement and for the purposes set out in this agreement;
- non-exclusive, as they will also be available for use by my other affiliates;
- non-transferable, as you may only use these elements for the purposes of this agreement and may not share them with anyone else or allow anyone else to use them for any reason; and
- royalty-free, as I will not ask any payment from you in return for use of these elements.

You acknowledge that I am the sole owner of the copyright in the products and services that are being sold under this agreement and that you have had no part in their creation.

You give me permission to display your name, logo or photograph, a link to your site, and a short blurb about your services on the Affiliates page of my website and acknowledge you as my affiliate during the term of this agreement. The choice of affiliates to be featured on my website is at my sole discretion. I have over 40 affiliates, and space to feature 12. The more actively you use your affiliate link, the more likely you are to be featured, although I often randomly swap in new affiliates too.

I claim ownership of the names Carefree Counsel™ and Contracts that Care™ as unregistered trade marks. If I notify you in the future that I have registered these trade marks, you agree to make the appropriate changes necessary to acknowledge that you are using these names under license as my affiliate.

Term and Termination

This agreement begins when you are issued with your affiliate link. It ends when it is terminated by either one or both of us. Either of us may terminate this agreement at any time, by giving written notice to the other. We may, but are not required to, give a reason for our decision to terminate.

On termination of this agreement, all licenses to use my intellectual property and branding immediately cease. You must remove any element of my branding from your website, or anywhere else that it is displayed within 7 days of termination.

A final commission payment (if applicable) will be made on the first day of the month following notification of termination.

Limitation of Liability

I will not be liable for any damage or financial loss of any kind arising in connection with this agreement or your role as my affiliate, even if I had knowledge or should reasonably have suspected that this damage or loss may occur. In any event, my entire liability arising in respect of this agreement or our affiliate relationship will not exceed the total commission paid or payable to you under this agreement in the 6 months prior to your claim arising.

Disclaimer

In undertaking your role as affiliate, you understand that there is no guarantee that you will earn any income from this relationship.

Further, I have no control over or responsibility for WordPress, Woocommerce or the Yith Woocommerce Affiliates plugin. I cannot guarantee that the operation of my website or the affiliate links I provide to you will be uninterrupted or error free (I wish I could)! If there is a

failure of service through my website, I will work with you to try to mitigate any problems arising, but I cannot be held responsible for any consequences that result from interruptions or errors in the service of these third parties.

Dispute Resolution

My main place of business is in New South Wales, Australia. This agreement is subject to the governing law of New South Wales.

If either of us have any issue or complaint arising out of this affiliation agreement, we agree to make a genuine effort to find a mutually beneficial win/win solution and resolve the dispute through negotiation and discussion.

If we are unable to resolve a dispute by negotiation and discussion within 21 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if either of us would need to travel for more than an hour to attend the mediation.

The mediator is to be appointed by agreement or failing agreement within 14 days of the negotiation period ending, I will provide you with links to the websites of at least 2 appropriately qualified, neutral mediators (having first confirmed their availability), and you must select one of them within 48 hours of receiving the nominations. All costs of mediation must be shared equally.

It is a condition precedent to the right of either of us to commence litigation other than for interlocutory relief that we have first offered to submit the dispute to mediation. Litigation is to be considered a last resort and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

If a dispute arises, you agree that you will not engage in any public discussion about the issues, will behave politely towards me, and will avoid any conduct or communication which might reasonably be expected to interfere with my business or personal interests. You agree

to act in good faith and be reasonably cooperative at all stages of the dispute resolution process. I will treat you with the same consideration.

Other Legal Bits and Pieces

This document represents the whole agreement between us and replaces any earlier agreements or conversations.

If any part of this agreement cannot be enforced for any reason, that part of the agreement is severed and the rest of this agreement will continue without it.

I may modify this agreement or any of its terms at any time and at my sole discretion. I will notify you of any such modifications by providing you with a new copy of this agreement. If you do not agree with any of the modifications, your only recourse is to terminate the affiliate relationship. If you fail to provide me with written notice of termination, your continued participation as my affiliate will be considered evidence of your acceptance of the modified terms.