

Academy Affiliate Program

Last updated: 1 December 2021

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Thank you for your interest in the Baby Play Academy Affiliate Program. We appreciate your involvement and are committed to treating all Affiliates with respect and fairness.

Please read the Terms of Service for our Affiliate Program carefully before you join or begin promoting the Baby Play Academy. By submitting an application to join our Affiliate Program, you are acknowledging that you have read and understood the terms, and that you accept legal responsibility for your participation. In addition, each Affiliate is responsible for ensuring its employees, agents and contractors comply with this Agreement.

If you have any questions regarding these Terms of Service or the Baby Play Academy Affiliate Program in general, please do not hesitate to contact us at info@westernkidshealth.com.

We look forward to working with you
The Western Kids Health team

Baby Play Academy Affiliate Terms of Service

1. Overview & Definitions

This Agreement contains the complete Terms of Service that apply to you becoming an Affiliate in the Baby Play Academy Affiliate Program by Western Kids Health. The purpose of this Agreement is to allow HTML linking between Your Website and the Baby Play Academy website for the purpose of referring Customers for commission payment.

Please note the following definitions used throughout this Agreement:

- 1.1 The “Agreement” refers collectively to all the terms, conditions, and notices contained or referenced in this document (the “Terms of Service” or the “Terms”) and all other operating rules, policies and procedures that we may publish from time-to-time on Our Website.
- 1.2 “Affiliate Program” and “Program” refer to the Baby Play Academy Affiliate Program.
- 1.3 “Affiliate,” “Affiliates,” “You,” “Your,” and “Yours” refer to the individual person, company, or organisation that participates in the Baby Play Academy Affiliate Program.
- 1.4 “Western Kids Health,” “We,” and “Us” refer to Western Kids Health Pty Ltd ACN 626 237 027, as well as our directors, subsidiaries, contractors, licensors, officers, agents, and employees.
- 1.5 “Customer” and “Customers” refer to a paying user of the Baby Play Academy.
- 1.6 “Our Website” refers to the Baby Play Academy website located at academy.westernkidshealth.com and babyplayacademy.com, and all content, services, and products provided by Western Kids Health at or through the website. “Your Website” is a website that you create or own.
- 1.7 “Content” refers to content featured or displayed on Our Website, including without limitation text, data, articles, images, photographs, video, graphics, software, applications, designs, features, and other materials that are available on our Website or otherwise available through the Program. “Content” also includes services. “User-Generated Content” is content,

written or otherwise, created or uploaded by our Customers. “Your Content” is content that you create or own.

2. Affiliate Enrolment & Obligations

2.1 To begin the enrolment process, you will complete and submit an application online. We may reject your application at our sole discretion. We may also cancel your application if we determine that Your Website is unsuitable for our Program, including if it:

2.1.1 Infringes on our or anyone else’s intellectual property, publicity, privacy or other rights.

2.1.2 Violates any law, rule or regulation.

2.1.3 Contains any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials.

2.1.4 Contains any viruses or other computer programming scripts that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

2.1.5 Contains software or uses technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website. This includes toolbars, browser plug-ins, extensions and add-ons.

2.2 Upon acceptance into the Program, you will be given access to the Affiliate Area on Our Website. You will be able to review the Program’s details, get Affiliate links, supporting material, and tracking codes for our coupons and deals.

2.3 Your acceptance into the Program means you agree to abide by the following:

2.3.1 You will only use the Affiliate links provided to you without manipulation.

- 2.3.2 We reserve the right, at any time, to review the placement and use of your Affiliate links, and require that you change the placement or use to comply with the guidelines provided to you.
- 2.3.3 All domains that use your Affiliate links must be listed in your Affiliate profile.
- 2.3.4 Your Website will not in any way copy, resemble, or mirror the look and feel of Our Website. You will not use any means to create the impression that Your Website is Our Website, or any part of Our Website.
- 2.3.5 You are prohibited from engaging in cookie stuffing or include pop-ups, false or misleading links on Your Website. Wherever possible, you will not attempt to mask the referring URL information (i.e. the page where the click originates).
- 2.3.6 You are prohibited from presenting different content or URLs to human users and search engines (also known as cloaking). If you are found redirecting links to hide or manipulate their original source, your current and paid commissions will be voided.
- 2.3.7 The maintenance and updating of Your Website is your responsibility. We may monitor your site as we feel necessary to make sure it is up-to-date, and notify you of any changes that we feel will enhance your sales performance.
- 2.3.8 It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to Your Website. You must have express permission to use copyrighted material. 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.
- 2.3.9 You will not, in connection with this Agreement, display or reference on your site, any trademark or logo of any third party seller appearing on Our Website, unless you have an independent license for the display of such trademark or logo.
- 2.4 If you are enrolled in our Affiliate Program and you promote the Baby Play Academy with paid ads, you must adhere to our Pay-Per-Click (PPC) Guidelines as follows:

- 2.4.1 You may not bid on any of our registered or common law trademark terms (identified below), including any variations, misspellings or in sequence with any other keyword for search or content-based campaigns on Google, Bing, MSN, Yahoo, LinkedIn, Facebook/Instagram, Twitter or any other network unless you have received express written permission from us.

The following list of registered and common law trademark terms should not be treated as exhaustive. We may add to this list of prohibited terms at any time.

Western Kids Health
Baby Play Academy
Nicole Pates

- 2.4.2 You may not use our registered or common law trademark terms in your ad title, ad copy, display name or as the display URL.
- 2.4.3 You may not direct links to Our Website from any PPC ad or use redirects that yield the same result. Customers must be directed to an actual page on Your Website.
- 2.4.4 You may not bid in any manner appearing higher than us for any search term in position 1-5 in any auction style PPC advertising program.
- 2.4.5 If you automate your PPC campaigns, it is your responsibility to exclude our registered or common law trademark terms. We strongly suggest you add our registered or common law trademark terms as negative keywords. We have a strict no tolerance policy on PPC trademark bidding. If brand bidding on PPC campaigns is discovered, you will be sent an email asking to remove the ads in question within 24 hours. If the ads are not removed within 24 hours, your Program access will be permanently revoked and any commissions associated with the violations will be voided.
- 2.5 If you are enrolled in our Program and Your Website promotes coupon codes, you must adhere to our Coupon Guidelines as follows:
- 2.5.1 You may only advertise coupon codes that are provided to you through the Affiliate Program.

- 2.5.2 You may not post any information about how to work around the requirements of a coupon/promotion.
 - 2.5.3 You may not advertise coupon codes obtained from non-affiliate advertising, customer emails, paid search, or any other campaign.
 - 2.5.4 You may not use any technology that covers up the coupon code and generates the Affiliate click by revealing the code(s).
 - 2.5.5 Coupons must be displayed in their entirety with the full offer, valid expiration date and code.
 - 2.5.6 If Your Website ranks on the first page of any search engine for terms related to Our Website or company name(s) combined with the words coupon, coupons, coupon code, promo code etc and/or your conversion rate exceeds 25%, you may be offered a lower commission than our standard rate to offset the reduced profitability of orders.
- 2.6 Affiliates whose primary business is posting coupons, who are viewed by the Program as being a coupon site, and/or who are tagged as a coupon affiliate in our system, may not be paid commissions for sales generated without a corresponding valid coupon code. Valid codes are defined as codes that are made available through the Affiliate Area on Our Website, Affiliate newsletters, and directly or privately to Affiliates. Coupon codes that are not real, expired, not specific (i.e. 'up to 40% off') or are long-term, sitewide offers that do not require a code are not considered valid codes and the Affiliate will not receive commission on these orders.
- 2.7 Promoting us through a sub-affiliate network is permitted, however you must be completely transparent with regards to where traffic from your sub-affiliates originated. You must ensure that all sub-affiliates promoting the Program adhere to our Terms of Service. This includes restrictions on advertising through toolbars, browser extensions, and through any paid placements such as PPC campaigns. Sub-affiliate networks must also receive approval prior to allowing any type of coupon or discount code to promote the Program.
- 2.7.1 Failure to comply with these Terms relating to sub-affiliates may result in a loss and/or reduction of commission from sales made through any sub-affiliate.

2.8 Use of any of our trademarked or common law trademark terms as part of the domain name or subdomain for Your Website is strictly prohibited.

ACCEPTABLE	PROHIBITED
Subdirectories <i>yourwebsite.com/babyplayacademy</i>	Subdomains <i>babyplayacademy.yourwebsite.com</i> Trademark terms <i>babyplayacademy-coupons.com</i>

2.9 You shall not create, publish, distribute, or print any written material that makes reference to our Program without first submitting that material to us and receiving our prior written consent. If you intend to promote our Program via email campaigns, you must adhere to the following:

2.9.1 Abide by the *Spam Act 2003* (Cth) with respect to our Program.

2.9.2 Email must be sent from you and must not imply it is being sent by us or on behalf of us.

2.9.3 Our email address info@westernkidshealth.com must be included in your mailouts.

2.10 Promotion on Facebook, Twitter, Instagram, YouTube and other social media platforms is permitted following these general guidelines:

2.10.1 You are allowed to promote Baby Play Academy offers to your own subscriber lists; more specifically, you're welcome to use your Affiliate links on your own social media pages. For example, you may post '30% off all Baby Play Academy courses until Tuesday with code PLAY30'.

2.10.2 All posts promoting the Baby Play Academy must be tagged with @westernkidshealth and @nicole_kidsphysio.

2.10.3 All posts promoting the Baby Play Academy must include the hashtags #babyplayacademy and #purposefulplay.

- 2.10.4 You are prohibited from posting your Affiliate links on our social media pages in an attempt to turn those links into Affiliate sales.
- 2.10.5 You are prohibited from running social media ads with our company name in accordance with section 2.4 of this Agreement.
- 2.10.6 You are prohibited from creating a social media account that includes our trademark/s in the page name and/or username.
- 2.11 If you are conducting business in or taking orders from persons in other countries, you will follow the laws of those countries. For example, you will comply with the European Union's Privacy and Electronic Communications Directive, as well as the General Data Protection Regulation (GDPR) for customers in one or more of the European Union countries.
- 2.12 You shall include a disclosure statement within any and all pages, blog/posts, or social media posts where links to our Affiliate Program are posted as an endorsement or review, and where it is not clear the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free from us, this also must be clearly stated in your disclosure.
- 2.12.1 Additionally, disclosures must be (i) made as close as possible to the claims, (ii) placed above the fold; scrolling should not be necessary to find the disclosure, and (iii) pop-up disclosures are prohibited.

3. Western Kids Health Right to Monitor & Terminate

- 3.1 We have the right to monitor Your Website at any time to determine if you are following the Terms of this Agreement. We may notify you of any changes to Your Website that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the Baby Play Academy Affiliate Program.
- 3.2 Western Kids Health reserves the right to terminate this Agreement and your participation in the Baby Play Academy Affiliate Program immediately and without notice should you breach

these Terms or abuse the Program in any way. If a breach or abuse is detected, Western Kids Health shall not be liable to you for any commissions.

3.3 This Agreement will begin upon us approving your Affiliate application, and will continue unless terminated.

3.4 Either party may end this Agreement at any time, with or without cause, by giving the other party 7 days written notice. Written notice can be in the form of mail or email.

4. Modifications

4.1 We may modify any of the Terms in this Agreement at any time at our sole discretion. We will notify you of material changes to this Agreement, such as changes in the payment procedures, at least 14 days prior to the change taking effect by posting a notice in the Affiliate area of Our Website. Your continued participation in the Baby Play Academy Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

5. Commissions

5.1 Affiliates will receive a recurring commission of 10% of the purchase price for every new customer referred to the Baby Play Academy. If the customer receives a discount, your commission will be based on the discounted price, not the retail price of Baby Play Academy courses.

5.2 Commissions will be paid once per month. For an Affiliate to receive a commission, the referred account must remain active for a minimum of 30 days, to allow time for refunds or chargebacks. Payments will only be sent for transactions that have been successfully completed. Transactions that result in a refund or chargeback will not be paid out.

5.3 Payments will be made via Electronic Funds Transfer (EFT). The Affiliate is responsible for providing accurate account details in order to receive payment.

- 5.4 You cannot refer yourself, and you will not receive a commission on your own accounts. We reserve the right to reverse commissions due to cancellations, duplicate tracking, returns, disputed charges, and program breaches as outlined in these Terms.
- 5.5 Additionally, if we ask you for clarification or more information on any orders or clicks that we suspect may be in violation of our Terms, we expect that you will respond in a timely and honest manner.
- 5.6 Western Kids Health has a policy of open and transparent communication with its Affiliates. You will be in violation of our communications policy if:
- 5.6.1 You are not forthcoming, intentionally vague or are found to be dishonest in your communications with us.
 - 5.6.2 You are not responsive within a reasonable time period and after multiple attempts to contact you using the information provided in your Affiliate profile.
 - 5.6.3 You cannot substantiate or validate the source of your traffic to our Program with clear and demonstrable proof.
- 5.7 If any of the above apply, then we reserve the right to reverse commissions, suspend or terminate you from the Program altogether. We know that sometimes breaches are a result of automated processes. We can work with you to address any issues as they arise; however, it is incumbent upon each Affiliate to ensure they have the appropriate checks and balances in place to proactively address these issues and adhere to our Program rules.

6. Access to Affiliate Account Area

- 6.1 You will create a password so that you may enter our Affiliate account area. From here, you will be able to receive reports with our calculation of commissions due to you.

7. Grant of Licenses

- 7.1 We grant you a limited, non-exclusive, non-transferable, revocable right to (i) access Our Website through HTML links solely in accordance with the Terms of this Agreement and (ii) in connection with such links, to use our logos, trade names, trademarks, images, text and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorise for the sole purpose of participating in the Program. You may not copy or modify our licensed materials in any way. All rights in our licensed materials and intellectual property are reserved.
- 7.2 You acknowledge our ownership of the licensed materials, agree that you will not do anything inconsistent with our ownership, and that your use of the licensed materials will be to the benefit of, and on behalf of, the Program. You agree that nothing in this Agreement gives you any right, title or interest in the licensed materials other than the right to use them in accordance with this Agreement. You also agree that you will not contest our title to the licensed materials, the validity of the licensed materials, or this Agreement.
- 7.3 Except for the limited license granted under this section, you do not obtain any rights under this Agreement with respect to intellectual property including, without limitation, our Affiliate links, link formats, technical specifications, guidelines, images, or text referenced above, or with respect to our domain name.

8. Disclaimer

- 8.1 Western Kids Health provides the Baby Play Academy Affiliate Program “as is” and “as available,” without warranty of any kind. We expressly disclaim all warranties, whether express, implied or statutory, regarding Our Website including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.
- 8.2 Western Kids Health does not warrant that the operation of Our Website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

9. Representations and Warranties

You represent and warrant that:

- 9.1 This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligations, enforceable against you in accordance with our Terms.
- 9.2 You have the full right, power, and authority to enter into and be bound by the Terms of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party.

10. Limitations of Liability

- 10.1 You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from any matter relating to the Baby Play Academy Affiliate Program.
- 10.2 Our liability is limited whether or not we have been informed of the possibility of such damages. We will have no liability for any failure or delay due to matters beyond our reasonable control.

11. Indemnification

- 11.1 You hereby agree to indemnify and hold harmless Western Kids Health, its directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses including reasonable legal fees (collectively referred to as "Losses") insofar as such Losses are based on (i) any claim that you have infringed on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any

third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you, or (iii) any claim related to your site, including, without limitation, content not attributable to us.

12. Confidentiality

12.1 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 or otherwise described as “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 without express written permission from the disclosing party.

13. Miscellaneous

13.1 You agree that nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Western Kids Health. 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 Website or any other website or otherwise, that reasonably would contradict anything in this section.

13.2 You may not assign your rights or obligations under this Agreement to any party, except to a third party who obtains all or substantially all of your business or assets.

13.3 This Agreement between you and Western Kids Health is governed by the federal laws of Australia and the state laws of Western Australia, without regard to conflict of law provisions. You and Western Kids Health agree to submit to the exclusive jurisdiction and venue of the courts located in Perth, Western Australia.

13.4 You may not amend or waive any provision of this Agreement unless agreed in writing and signed by both parties.

13.5 This Agreement represents the entire Terms of Service between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

13.6 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 preserved, and the remainder of this agreement shall have full force and effect.