

Hosted Network Referral Program

Terms and Conditions



Hosted Network ("we," "us" the "Company") offers you the opportunity to earn rewards by referring "Qualified Partners" or "Partners" to try our Service (The "Service"). Your participation in the Hosted Network Referral Program ("Hosted Network Referral Program" or "Program") can earn you up to \$500 in gift cards per referral. We reserve the right to terminate the Program at any time for any reason. The Program is administered by Hosted Network, which may outsource certain elements of administration to third parties (collectively "Administrator").

These terms ("Terms") apply to a user's participation in the Program. By participating in the Program, users agree to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot register and participate in the Program. Users also cannot participate where in so doing, they would violate any applicable law or regulations. Hosted Network reserves the right to change this program in any way without prior notice to the participants of the Program.



Eligibility

This Program is void where such referral programs are prohibited. The Program is open to any member of an existing Hosted Network Partner as registered with us, or member within the Hosted Network Partner Community

Users who refer others to the program are "Referrers"; those who are referred are "Referred Partners." Referrers may be eligible to receive "Gift Cards" for every qualified referral. Referrers must be legally able to participate in the Program, and must be one of:

1. An owner or staff member (Users) of an existing Hosted Network Partner and registered as a 'Referrer', or

2. A staff member of an existing Hosted Network Vendor (based in Australia)
3. A member of any Hosted Network sponsored MSP Community (including SMBITPro) (based in Australia)

When registering for the Program, Referrers must use the same email address that is registered with their company (not personal email accounts). Hosted Network reserves the right to determine if a Referrer's email address domain makes them eligible for the Program and will confirm by way of acceptance in the Program where a registration of a referrer is accepted. Referrers cannot refer themselves.

Participation in the Program represents an ongoing relationship with you, for privacy purposes. So long as you remain in the Program, or you have open referrals, you will be considered an active member of the Program and of the Hosted Network Referral Community. You hereby authorise Hosted Network to contact and communicate with you regarding with the operation of the program. Please see Hosted Network's privacy policy for further details on your privacy rights.

Companies and employees of Hosted Network entities or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible to participate in the Program.



How It Works

To participate, go to and follow the on-screen instructions to start referring. If a referred partner signs up to Hosted Network's Partner Program and has not previously been in discussion with Hosted Network or been previously referred by another Referrer you will receive a Gift Voucher ("Gift Voucher Reward") worth \$500.

The dollar value of the gift card will be issued in \$AUD for Referrers Registered in Australia and New Zealand.



Special Promotions

From time to time, Referrers may be offered special promotions ("Special Promotion"). A referrer can only be eligible for a maximum of one special promotion for each lead that is referred, and the special promotion cannot be used in conjunction or on top of the referral program, unless advised by a Hosted Network representative. These Special Promotions may be offered to some, but not all Participants, depending upon your relationship with Hosted Network, your geographic location, or for other commercial reasons at Hosted Network's absolute discretion. Such Special Promotions are for a limited time and will give Referrers additional perks and rewards. Additional terms, including expiration dates for any Special Promotion, will be provided with the Special Promotion. During any Special Promotion, the Referrer will only receive the identified Reward outlined Special Promotion only if the Referred User completes the task prior to the end date of the Special Promotion period.



Qualified Referrals

Referrers will be required to enter their details and the details of the Referred Partner into a form found at or other forms that may be specified by Hosted Network for certain referral partners or conditions.

If there is an existing deal in progress or the Referred Partner is already a client of Hosted Network then no referral fee will be paid.

Referrals must be a warm referral i.e. The person who is a Referred Partner must know that the Referrer is referring them.

Referrers should check these details prior to submitting details of a Referred Partner, including their acceptance to be enrolled into a referral program.

Hosted Network may call upon the Referrer to provide a reference to the Referred Partner.



Conditions for Receiving Gift Card Rewards

Gift Cards will be awarded for Qualified Referrals who are accepted by Hosted Network at its absolute discretion and must meet the following conditions:

1. The Referred Partner must successfully sign-up for and start paying a monthly subscription to any of the paid Hosted Network services
1. Referrals must be a warm referral i.e. the person who is the Referred Partner must know that the Referrer is referring them.
2. A referral becomes payable when the Referred Partner reaches a total of \$300 in Monthly Recurring Revenue. This can be up to 3 months after the Referred Partner has signed up to Hosted Network
3. Payments will be made in the form of Gift Cards (Visa or Mastercard) in AUD
5. There is no limit to the number of successful referrals that can be made, providing those referrals are made in accordance with Clause 2.
6. The Referred Partner must not be registered with the Service and was not previously registered user of the Service under any email address or alias for at least the 12 months prior to the referral.
7. The Referred Partner must be eligible to create a Hosted Network account and otherwise be qualified.
8. The Referred Partner must register for the Service using a valid email address and be for a company that has not been a user of the Service within the last 12 months.
9. No retroactive referrals will be accepted.

All Hosted Networks' decisions are final and binding, except where prohibited, including decisions as to whether a Qualified Referral is valid, when and if to terminate the Program, and whether, if at all, to change the Program. Any changes to the program will be published to these Terms and Conditions and a notification sent via email to the registered Referrer's email address and, except where prohibited, will become effective as at the date the email is sent or the published changes are made. If a Referrer has referrals pending qualification at the time that updates are sent, those pending referrals shall be

validated and Gift Card Rewards issued under the terms as valid at the time the Referred Partner signed up for the Service **and has met \$300 in monthly revenue**, not when the referral was first registered.

Hosted Network may also withhold or invalidate any potential Referral it deems fraudulent, suspect, or in violation of these Terms. Hosted Network in its sole discretion believes awarding a Gift Card or verifying and approving a transaction will impose liability on Hosted Network, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives, and agents, it reserves the right to terminate the issuance of gift cards for any reason.

Gift Cards

Gift Cards will be provided as either Visa or Mastercard gift cards to the value of the reward being paid. Gift Cards have an expiry date dictated by the producer of the cards, not Hosted Network. Hosted Network will not be liable to replace any cards that are lost, stolen, fraudulently used, or not used in full prior to their expiry. By accepting the Gift Cards Reward, you hereby accept the terms associated with their card issuer and hold Hosted Network harmless against any warranties or claims arising from your use of the card.

Liability Release

Except where prohibited, Users agree that by participating in the Program, they agree: (1) to be bound by these Terms, the decisions of Hosted Network, its Administrators ("*Hosted Network Entities*") (if any) and/or their designees, and privacy policies; (2) to release and hold harmless Hosted Network Entities and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (*collectively, the "Released Parties"*), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Gift Card); and (3) to be contacted by Hosted Network Entities via e-mail.

Except where prohibited by law, the Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorised access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Gift Cards, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. Hosted Network Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Program, and reserve the right, in their sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorised intervention or other causes beyond Hosted Network Entities control, corrupt the administration, security or proper play of the Program.

Except where prohibited, the Released Parties shall not be liable to any Users for failure to supply any Gift Cards or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist

acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

As a condition of entering the Program, and unless prohibited by law, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential, and any other damages, and waives any and all rights to have damages multiplied or otherwise increased. A waiver of rights may not apply to you in your jurisdiction of residence. Additional rights may be available to you.

Hosted Network Entities reserves the right to cancel or suspend this Program should it determine, in its sole discretion, that the administration, security, or fairness of this Program has been compromised in any way.



Applicable Law

Except where prohibited, disputes, claims and causes of action arising out of or related to this Program or any prize awarded shall be resolved under the laws of the State of New South Wales, Australia and except where prohibited, New South Wales law (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state courts located in Sydney, New South Wales, Australia.



Referrer's Code of Conduct

Referrers agree that they will not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward other users. Users agree not to use the Program to:

- Violate the intellectual property rights of Hosted Network
- Spam or otherwise create bulk distributions to potential Referral Partners
- Collect or attempt to collect personal data about users or potential Referred Partners
- Engage in any actions that are designed to disrupt or undermine the Program
- Make attempts to gain unauthorised access to the portal or the Program for any reason
- Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy Hosted Network intellectual property or stop the function of the Hosted Network services
- Engage in illegal or unsportsmanlike activities
- Engage in behavior designed to annoy or harass others
- Engage in actions that disparage or malign or call into question the reputation of Hosted Network, in Hosted Networks sole discretion



Inappropriate Behavior

The Hosted Network Entities may prohibit anyone from participating in the Program or receiving a Gift Card if they determine such Participant is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Hosted Network Partners (whether or not enrolled in the Program), or representatives of Hosted Network Entities. Use of any automated system to participate is strictly prohibited, and if discovered, and will result in disqualification and forfeiture of all registered referrals. Hosted Network reserves the right to disqualify anyone, cancel Gift Cards, disable or suspend an account, and contact legal authorities (including law enforcement), if it should discover a user is tampering with the entry or referral process or the operation of the...

program or violating these Terms. Referrals generated by a script, macro, or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, we reserve the right to cancel, change, or suspend the Program entirely.

Privacy

Participation in the Program may require a Referred Partner and/or a Referrer to submit personal information about themselves. The personal information will be collected, processed, and used in accordance with Hosted Network's Privacy Policy which can be found at [privacy](#). In addition, personal information may be used by Company on Company's behalf, to contact Users with regards to participation in the Program and to receive communications from Hosted Network or third-party administrators of the Program. It is therefore important that any referred party is aware of their acceptance to be enrolled in this program.

Reservations of Rights

We reserve the right to modify or amend at any time these Terms and the methods through which Rewards are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms. Hosted Network Entities' failure to enforce any term of these Terms shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING LEGAL FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION

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