Buildsoft Referral Scheme Terms and Conditions

The Buildsoft Referral Scheme is a program whereby registered agents can receive a Commission on Buildsoft products sold. A Customer can apply to be a product evangelist, then have the opportunity to receive Commissions on successful leads they pass onto Buildsoft.

Terms:

"Company" / "Buildsoft"	Buildsoft Pty Ltd
"Referrer"	Person or organisation that is entering into the scheme to refer Buildsoft products.
"Customer"	Organisation that the Referrer has referred to Buildsoft.
"Commission"	10% of the Customer's initial annual subscription price.

Conditions:

1. Commission as outlined above on the software purchased from your leads. This applies only to the software purchased in the Customer's first order and does not include future reorders, upgrades, renewals, maintenance, or hardware.
2. To minimise your burden Buildsoft will handle all sales, support, Customer service, administrative tasks and sales tracking.
3. Every referral requires notification to be sent to Buildsoft by the Referrer.
4. The Referrer can not refer themselves, an organisation they own or are employed by.
5. Referrals must be new Buildsoft Customers and cannot currently be involved in the sales process with Buildsoft.
6. Commission will only be made if a successful sale is made by Buildsoft and does not include sales made by resellers of Buildsoft software.
7. If more than one referral is received for the same Customer, only the first referral received by Buildsoft in the correct format will receive Commission.
8. Payment of Commission will be made 30 days end of the month.
9. Only an approved Referrer will be eligible to earn payments. To become approved you must first apply and receive written acceptance from Buildsoft.
10. Your status as an approved Referrer will continue until the first to occur of:
    a. Written notice by either party at any time or
    b. termination of the referral scheme by Buildsoft. Commissions will not be paid on sales made after the date of any such termination.
11. The Referrer must comply with all applicable laws including laws that govern email marketing and spam activities.
12. The Referrer must not misrepresent the product, make false claims or provide to potential Customers misleading hyperlinks.
13. The Referrer must not violate any of Buildsoft's intellectual property rights.
14. The Referrer must not advertise on sites containing and/or promoting illegal activities.
15. It is the Referrer's responsibility to make sure they comply and adhere to their own company rules and any laws related to this program.

16. Eligibility for Commission will expire if no sale is made to the referred customer within 90 days of referral submission.
17. All matters relating to the referral scheme will be determined at the sole discretion of Buildsoft. These terms and conditions are subject to modification by Buildsoft without notice.
18. The parties acknowledge that they are not in a joint venture partnership and there is no franchise arrangement or agency established by this agreement. Neither party may claim or hold itself out as having any other relationship, authority, right or entitlement to represent itself or act as an agent of the other or to have any interest or shareholding in the other because of this agreement.
19. The Referrer can elect to receive Commission in the form of direct deposit into a nominated bank account, or discounts on products and services from Buildsoft for the Referrer or the Referrer's employer, or nominate a registered charity to have Commission directly paid on your behalf.
20. Buildsoft makes no express, implied, statutory claims/warranties or guarantees that the use of the software will be uninterrupted or error free.
21. Use of the software is still subject to the user licence agreement for each software package.
22. This agreement is governed by and is to be construed according to the laws of New South Wales, Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.
23. If any provision of this agreement is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from the Agreement and the remaining provisions will remain in full force and effect.
24. At no time shall Buildsoft's aggregate liability arising and payable with respect to this Scheme exceed the total referral Commissions then due and owing to the applicable Referrer pursuant to the Referral Scheme.