



STANDARD TERMS AND CONDITIONS FOR STYLE CHAMBERS BRAND PARTNER PROGRAM

1. INTERPRETATION

In this document the following words shall have the following meanings:

Advertising Order means a contract between a Supplier and a Brand Partner for a Brand Partner to conduct an Advertising Campaign with the Supplier.

Agreement means this agreement, its recitals and schedules and any variations in writing thereto from time to time.

Brand Partner means any person or organisation who purchases Services from the Supplier, also referred to as a Party;

Brand Partner Registration Fee means the fee specified in and payable as specified in Schedule 2 for the purpose of registering as a Brand Partner.

Brand Partner Rights means those rights specified in Schedule 1.

Change in Circumstances means a significant change in the structure or format of the Promotion when compared to that contemplated as at the date of this Agreement.

Change in Law means where any legislation, regulation, binding rule, guideline or condition is introduced, modified or comes into effect which in any way restricts, prohibits or otherwise regulates:

- a) the sponsorship of or association with the Supplier by the Brand Partner;
- b) the Brand Partner from exercising or having the benefit of any rights granted to it under this Agreement, and there is no grandfathering clause which prevents such legislation, regulation, binding rule or guideline from applying to this Agreement or the rights granted to the Brand Partner under it.

Commencement Date means the date that both the Brand Partner Registration Fee has been received by the Supplier.

Confidential Information means any information, regardless of its form:

- a) regarding the business or affairs (including financial position, internal management, policies and strategies of the other party or its Related Bodies Corporate;
- b) regarding the clients, customers, employees, contractors of, or other persons doing business with, the other party or its Related Bodies Corporate;
- c) regarding the terms and conditions of this Agreement and any other commercial arrangements between the parties, which:
 - i. relate to the subject matter of this Agreement;
 - ii. is by its nature confidential;
 - iii. is designated as confidential by the other party; or
 - iv. the other party knows, or ought to know, is confidential,

and includes confidential information provided to or obtained by a party prior to the date of this Agreement.

Insolvency Event means a Party:

becomes insolvent;

makes an assignment for the benefit of its creditors;

proceedings in voluntary or involuntary bankruptcy are instituted on behalf of or against it; or

has a receiver or trustee of its property appointed,

Jurisdiction means the State of Queensland.

Related Bodies Corporate has the meaning given to that term by the Corporations Act 2001 (Cth).

Services means the tasks, functions, and responsibilities assigned and delegated under this Agreement or Advertising Order.

Social media means Style Chambers official accounts on, but not limited to, Instagram, Facebook, YouTube, TikTok.

Supplier means provider of services Ellandem Pty Ltd ATF for OnePlus One Trust TA Style Chambers (ABN 18 457 339 050) of 69 Russell St, West END QLD 4101, also referred to as a Party;

Terms and Conditions means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

Website means the website platform www.stylechambers.com.au.

2. RELATIONSHIP

2.1 The only relationship between the Brand Partner and the Supplier is that of independent contractors and no agency, employment, joint venture or partnership is created by either the Brand Partner or the Supplier.

2.2 The Brand Partner acknowledges that the Supplier may have an agreement for services with multiple Brand Partners and third parties.

3. GENERAL

3.1 These Terms and Conditions shall apply to Brand Partners who have paid the Brand Partner Registration Fee.

3.2 The date the Brand Partner Registration Fee has been received by the Supplier establishes the Commencement Date of this Agreement.

3.3 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

3.4 Agreement to these Terms and Conditions allow the Supplier to promote and drive traffic to the Brand Partner links provided via marketing strategies the Supplier wishes to utilise.

3.5 A written Advertising Order must be completed in respect of all advertising campaigns or activities, requested by the Brand Partner, over and above the Brand Partner Rights listed in Schedule 2. Unless expressly agreed by an authorised representative of the Supplier, it must be executed by an authorised representative of the Brand Partner and by an authorised representative of the Supplier.

3.6 Any agreement between the Brand Partner and Supplier in respect of additional advertising will comprise the Advertising Order, these Terms and Conditions and any schedules and attachments to the Advertising Order (including without limitation rate card, sales proposal or sales schedule) and any booking confirmations or terms.

3.7 In the event of any conflict between any Advertising Order or any schedule or attachment to any Advertising Order, and these Terms and Conditions then these Terms and Conditions will prevail.

4. PRICE AND PAYMENT

4.1 A one-time Brand Partner Registration Fee is payable by the Brand Partner upon registration. Payment may be made by card or bank transfer.

4.2 Money-back Guarantee: Brand Partners, who have paid the Brand Partner Registration Fee may request a refund of the Brand Partner Registration Fee paid, if they deem the Supplier has not supplied value for money within 30 days of Memberships launch. A request for refund must be made in writing, providing the reasons for the request. This request must be made within 30 days of publication of the Brand Partner's profile and offer on the Site (or launch date, whichever is later). The refund will be paid within fourteen (14) days in the same form as the original payment, unless the Brand Partner and Supplier agree otherwise.

4.3 The Supplier reserves the right to modify, update or run promotions on any service at any time.

4.4 The Supplier reserves the right to change the price of any Service at any time. Once a Service has been ordered, the price shall remain fixed for the Customer. The Supplier has no obligation to refund the difference should the price of that Service decrease.

4.5 The cost of all additional advertising campaigns, signage production, product shipping fees and branding opportunities, unless stated otherwise in this Agreement, is the responsibility of the Brand Partner.

4.6 Unless otherwise stated by the Supplier, fees and advertising rates and any other payments or other charges are quoted exclusive of GST and the Client will be notified if and when GST is payable in addition to such amounts.

5. BRAND PARTNER'S OBLIGATIONS

5.1 The Supplier grants to the Brand Partner the Brand Partner Rights from Commencement Date.

5.2 In consideration for the Supplier granting to the Brand Partner the Brand Partner Rights, the Brand Partner will:

- i. Pay to the Supplier the Brand Partner Registration Fee
- ii. Provide the Supplier with a completed Brand Partner Registration Form and any information reasonably required by the Supplier;
- iii. Update the Supplier, in a timely manner, with any change to their solvency status, trading name, postal physical address and any phone, email, and social media information.
- iv. Agree to provide a special offer/discount solely to the Supplier, that is not in conjunction with any other offer.
- v. Agree to not facilitate their own membership reward program that may be in direct competition with this Brand Partner program.
- vi. Agree to not register or partner with businesses that provide discounts or offer membership rewards that facilitate prize giveaways as a means of promotion of their membership program.
- vii. Comply with such other requirements as agreed between the parties.
- viii. Comply with all other statutory requirements – including but not limited to data protection and confidentiality.

6. SUPPLIER'S OBLIGATIONS

6.1 The Supplier shall perform the services outlined in Schedule 2 with reasonable skill and care and

to a standard in accordance with codes of practice.

6.2 All data is maintained digitally by the Supplier and is handled in the manner outlined in the Privacy Policy displayed at www.stylechambers.com.au.

7. INTELLECTUAL PROPERTY

7.1 The Supplier grants to the Brand Partner a royalty free, non-transferrable, non-exclusive licence to use the Supplier's logo for the purposes of advertising and promotions related to the Brand Partner's promotion of the Supplier's activities.

7.2 The Brand Partner grants to the Supplier a royalty free, non-transferrable, non-exclusive licence to use the Brand Partner's logo and trademark for the purposes of advertising and promotions relating to the Brand Partner's advertising with the Supplier.

7.3 Neither Party may use or permit the use of the other Party's logo or trademark in a manner which may be misleading or deceptive or bring the other Party into disrepute.

7.4 Each Party's logo or trademark and any other intellectual property belonging to it now or in the future anywhere in the world ("Intellectual Property") are, and shall remain, the exclusive property of that Party and all goodwill, reputation or rights arising from the use of the Intellectual Property (whether authorised or not) will accrue and vest solely to that Party without cost to that Party.

7.5 The Parties acknowledge that it has no licence, right, title or interest (legal or otherwise) in or to the other Party's Intellectual Property other than the limited use rights granted under Clause 6.1 and 6.2 (as applicable).

7.6 Each Party will notify the other Party in writing of any suspected or anticipated infringement of the other Party's Intellectual Property and cooperate fully with that other Party and take such reasonable action that other Party may direction in relation to such infringement.

7.7 Upon termination of this Agreement for whatever reason, the licences to use the logo and trademark under Clauses 6.1 and 6.2 will immediately cease and the Parties must cease all use of the logo and the trademark of the other Party and return all materials bearing the logo and the trademark to the other Party.

8. CONFIDENTIALITY

8.1 Each party (**Recipient**) agrees to keep confidential, and not to use or disclose, other than as expressly permitted by this Agreement, any Confidential Information of the other party (**Disclosing Party**), except where:

- i. The Recipient is required to disclose by law under the rules of any recognised securities exchange on which its shares or the shares of any of its Related Bodies Corporate are listed or proposed to be listed;
- ii. The Recipient is required to disclose to any Government Agency, subject to the Recipient notifying the Disclosing Party of the proposed disclosure (to the extent permitted by law) and giving the Disclosing Party reasonable opportunity and assistance to protect the confidentiality of the information;

8.2 The Recipient may only use the Confidential Information of the Disclosing Party to the extent necessary for it to perform its obligations under this Agreement.

8.3 The Recipient may disclose such confidential Information to its advisers, contractors, officers, employees or the advisers, contractors, officers and employees of its Related Bodies Corporate ("**Associates**") on a 'need to know'

basis for the purpose of performing its obligations under this Agreement and on the basis the Associates are bound by obligations of secrecy in respect of the Information equal and like to those contained in this Agreement and to use its best endeavours to ensure that such Associates abide by such obligations of secrecy.

9. LIMITATION OF LIABILITY

9.1 Nothing in the Agreement limits or excludes the Client's rights under the ACL (Statutory Guarantees), however the Supplier shall not be liable for any direct loss or damage suffered by the Partner howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.

9.2 Except for the Statutory Guarantees, the Supplier disclaims and excludes all warranties, representations, and claims in relation to the benefits of the Services provided to the Client under the Agreement; and the Brand Partner acknowledges that:

- i. except for the Statutory Guarantees, it has not relied on any warranties, representations or claims in relation to the benefits of the Services provided to the Client under the Agreement; and
- ii. the Services provided to the Client under the Agreement might not meet the Client's desired outcomes or objectives in whole or in part.

9.3 To the maximum extent permitted by law, the Supplier excludes all other liability for any costs, expenses, losses, and damages suffered or incurred by the Brand Partner in connection with the Agreement and any Services delivered by the Supplier whether that liability arises in contract, tort (including by the Supplier's negligence) or statute.

Without limitation, the Supplier:

- i. is not liable for any indirect or consequential loss, including loss of profits, loss of revenue and loss of bargain or business opportunity arising out of or in connection with the Agreement or any Services by the Supplier (even if the Supplier was aware of the possibility of such loss or if such loss was otherwise foreseeable); and
- ii. is not liable for any issues or delay in transmission relating to any Services, or failure of the Internet or any telecommunications structure or broadcasting device.

10. INDEMNITY

10.1 The Brand Partner indemnifies and agrees to keep indemnified the Supplier and its directors, officers, employees and agents against any loss, liability, or damage they suffer directly or indirectly (including reasonable legal costs) arising directly or indirectly because of or in connection with supply of Services by the Supplier under the Agreement (except to the extent arising from wilful misconduct, fraud, or illegal activity by the Supplier).

11. CANCELLATIONS & TERMINATION OF AGREEMENT

11.1 The Brand Partner may terminate this Agreement by serving a fourteen (14) day notice in writing on the Supplier.

11.2 The Supplier may terminate the Agreement by serving a notice in writing on the Brand Partner if:

- i. the Brand Partner commits a breach of these Terms and Conditions or the Agreement and fails to remedy such breach within fourteen (14) days after being served with a notice by the Supplier specifying the nature of the breach and requiring that it be remedied; or

- ii. the Brand Partner at any time commits or is the subject of an Insolvency Event or ceases carrying on business or threatens to cease carrying on business; or
- iii. The Supplier or the applicable subsidiary or related or affiliated entity which has entered into this Agreement at any time commits or is the subject of an Insolvency Event or ceases carrying on business or threatens to cease carrying on business.
- iv. If in the Supplier's reasonable opinion, the Brand Partner is involved in activity, which at the sole discretion of the Supplier, will bring the Supplier, into disrepute; or affect the image or branding, or, place at risk the Supplier or the Supplier's intellectual property.

11.3 No refund of the Brand Partner Registration Fee will be granted in the case of termination of this Agreement by either the Supplier or the Brand Partner, unless required by law.

12. FORCE MAJEURE

12.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure is a result of events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

13. INTELLECTUAL PROPERTY AND COPYRIGHT

13.1 The contents of the Style Chambers website or Social Media may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means without the prior express written permission from Style Chambers.

14. SEVERANCE

14.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

15. LEGAL COMPLIANCE

15.1 In addition to this Agreement, the Brand Partner and/or their employees, officers, contractors and agents must familiarise themselves with, and comply with the policies, domestic laws (including common law), state legislation, international laws, statutes, ordinances and regulations regarding your use of our services. Notwithstanding successful conclusion of a transaction a Brand Partner and/or their employees, officers, contractors and agents must ensure strict compliance with any particular formalities that, if not complied with, will either render a transaction void or unlawful.

CONTACT US

For any further clarification of our Terms and Conditions, please write to us at hello@stylechambers.au or call our Customer Care Line 1300 604 690.

SCHEDULE 1.

BRAND PARTNER RIGHTS

1. The Supplier will ensure that the Brand Partner's logo, trademark will feature under the Brand Partner banner of the Website.
2. The Brand Partner will have access to the Supplier's subscribership via the Brand Partner's logo/ trademark, link, offer and brand bio of maximum 100 words featuring in the Members Only Discount & Privilege Suite on the Website.
3. The Brand Partner will have access to the Supplier's subscribership via the Brand Partner's logo/ trademark, and a form of branded content, such content to be agreed by both parties, featuring in a minimum of one (1) electronic mail.
4. The Supplier will ensure that the Brand Partner's logo features in a minimum of one (1) Social Media publication. The Brand Partner may submit content to the Supplier to be shared across relevant Social Media platforms.

SCHEDULE 2.

BRAND PARTNER REGISTRATION FEE

Foundation Brand Partner Registration Fee \$99.00