

## Standard terms and conditions

### 1. General

These Terms and Conditions (the "Reseller Agreement") govern the DBOS Reseller Program that is made available by JACSS Dynamic Business Outsourcing Solutions & Services Inc. ("DBOS", "we" or "us"). These Terms and Conditions represent the whole agreement and understanding between DBOS and the individual or entity who participates in the DBOS Reseller Program (the "Reseller", or "you").

Please read this agreement carefully as it represents a legally binding agreement between you and DBOS. By submitting your application and by your use of the DBOS Reseller Program, you agree to comply with all of the terms and conditions set out in this Reseller Agreement. DBOS may terminate your Reseller Account at any time, with or without notice, for conduct that is in breach of this Reseller Agreement, for conduct that DBOS believes is harmful to its business, or for conduct where the use of the Reseller Program is harmful to any other party.

### 2. Affiliate Fees and Payouts

A Reseller will become eligible for payout ("Eligible Referral") if it meets all of these criteria:

- The Reseller must have a PayPal account for invoice generation.
- The Referred client signed up for a contract with a term that is one year or longer and has paid their first invoice in full.
- The Referred client's account has not had any of its payments refunded, charged back or otherwise reversed.
- The Reseller sends a PayPal invoice to [accounts@dbos.com.au](mailto:accounts@dbos.com.au) his/her bank account information, the referred client's full company name and number of initial staff.

Failure to meet any of these criteria will permanently void the referral and disqualify the referral from any potential payouts.

The Reseller is entitled to receive a one-time payment of \$300 United States Dollars per full-time staff for each Eligible Referral

All Reseller Fee payments will be payable in United States Dollars only, except as otherwise determined by DBOS in its sole discretion. Payment will be made through bank transfer or PayPal against a valid invoice issued by the Reseller using PayPal and sent to [accounts@dbos.com.au](mailto:accounts@dbos.com.au). The Reseller is responsible for providing DBOS with the full and accurate details that are required to remit the Reseller's commission, and is solely responsible for any delays in payment resulting from its failure to do so.

In the event of any activity deemed suspicious by DBOS, DBOS may delay the payment of Reseller Fees by up to 6 calendar months to verify the relevant transactions. DBOS reserves the right to recalculate, void, or disqualify any referrals or Reseller Fees in the event of any fraudulent, deceptive or otherwise illegal activity.

Referrals made through DBOS promotional or special offers are not eligible for payout.

### 4. Advertisements

DBOS hereby grants the Reseller a non-exclusive, non-transferable, limited license to use the DBOS logos for the sole purpose of promoting our service within the context of the Reseller Program. This license will expire upon termination of the Reseller's participation in the Program.

The Reseller may only display advertisements that contain DBOS logos or service marks in good taste. The Affiliate may not use DBOS logos or service marks in a manner that, in DBOS sole discretion, portrays DBOS in negative light.

The Reseller will be solely responsible for its own marketing activities. All marketing activities must be professional and in full compliance with all applicable laws.

DBOS may, without prior notice, require the Reseller to remove or modify any advertisements in DBOS sole discretion.

## 5. Termination

The Reseller may terminate the Reseller's participation in the Reseller Program with immediate effect by giving the other party a written notice of termination.

DBOS reserves the right to terminate the Reseller's participation in the Reseller Program at any time for conduct that is in material breach of this Reseller Agreement or for conduct that DBOS, in its sole discretion, deems to be harmful to its business or any third party.

Upon termination, the Reseller will lose access to all DBOS sales materials and will forfeit all potential or unpaid Reseller Fees.

## 6. Relationship of Parties

DBOS and the Reseller are independent contractors. Nothing in this Reseller Agreement will create any partnership, employment, representative, agency, or joint venture relationship between the parties. The Reseller has no authority to act on DBOS' behalf.

## 7. Limitation of Liability

The Reseller Program is provided on an "as is" and "as available" basis and the use of the Reseller Program is at the Reseller's own risk. DBOS makes no representations or warranties, either expressed or implied, with respect to the Reseller Program, or any service or information provided through the Reseller Program.

DBOS is not responsible for any damages, injury or economic loss arising from the use of Reseller Program. Should any part of the Reseller Program cause damage or inconvenience to the Reseller or anyone claiming through the Reseller, the Reseller assumes responsibility and the entire cost for them.

The Reseller will indemnify and hold harmless DBOS, its directors, officers, employees, agents, subsidiaries, and third parties from and against any losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to the Reseller's or any third party's operations or use of the Reseller Program.

## 8. Modification

DBOS may, in its sole discretion, change or modify this Reseller Agreement at any time, with or without notice. Such changes or modifications shall be made effective for all Resellers upon posting of the modified Reseller Agreement to this web address: <https://www.dbos.com.au/dbos-reseller/> The Reseller is responsible for reading this document from time to time to ensure that its use of the Reseller Program remains in compliance with this Reseller Agreement.

If any modification is unacceptable to the Reseller, its sole recourse shall be to terminate this Reseller Agreement. The Reseller continued participation in the Reseller Program will constitute binding acceptance of such modifications.

## 9. Miscellaneous

The Reseller warrants and represents that it is over the age of 19 and is qualified to enter into this Reseller Agreement.

The Reseller warrants and represents that its actions and its participation in the Reseller Program is in compliance with all applicable laws, rules, regulations, and any requirements of governmental authority at all times. DBOS reserves the right to terminate the Reseller's participation in the Reseller Program if DBOS determines, in its sole discretion, that the Reseller's actions or its participation in the Reseller Program is in violation of any laws, rules, regulations, or any requirements of governmental authority.

This Reseller Agreement constitutes the entire understanding between DBOS and the Reseller. This Reseller Agreement supersedes any other contracts or understandings between the parties hereto and neither party shall be bound by any statements or representations that are not embodied in this Agreement.

Any dispute arising in relation to this Reseller Agreement shall be exclusively resolved in the Courts of the City of Quezon City, Metro Manila, Philippines.