Rocketspark Partner Program – New Zealand

Welcome to the Rocketspark Partner Program. The Partner Program enables approved Rocketspark ("us", "we") Partners to create and maintain websites for others using the Rocketspark Studio and to on sell these services to their customers. Rocketspark Partners ("Partners") can earn commission by referring new customers to Rocketspark via your Rocketspark Studio.

By joining the Partner Program you agree to be bound by the following terms and conditions ("Terms").

1. Become our Partner

1.1 Once we have registered your interest in becoming a partner we will consider your suitability as a Rocketspark Partner.

1.2 We reserve the right to decline any Partner application. Staff of Rocketspark and its subsidiaries are not eligible for the Partner Program.

1.3 Upon accepting these terms and paying a one off NZD$300+GST Partner fee (at Rocketspark’s discretion) we will set you up as a Rocketspark partner.

1.4 Providing a high quality service is important to us. To help you maintain our standards, we will assess your competence with the Rocketspark platform and provide you with training.

1.5 Once accepted as a Partner, we give you non-exclusive authorisation to:

(a) market and promote monthly and annual plans for our products (these include the standard elements provided by Rocketspark and priced at www.rocketspark.com/nz/pricing/);

(b) create websites on behalf of your clients using the Rocketspark platform;

(c) offer digital marketing services to your Rocketspark clients;

(d) develop custom template design elements which are implemented by Rocketspark (the implementation of these designs will be charged in accordance with Schedule A);

(e) be the site administrator to maintain your client’s websites via the Rocketspark Studio; and

(f) use our trademarks strictly in your capacity as a Partner (and in this respect we grant you a limited, revocable, non-exclusive and non-transferable license to use and display our trade marks).

2. New Clients

2.1 As our Partner you are able to earn commission when you set up a new client on the Rocketspark platform, where the new client:

(a) is a new Rocketspark customer and is not previously known to Rocketspark; and

(b) has paid for the use of a Rocketspark product;

3. ("New Client").

3.1 There are no restrictions on the number of New Clients a Partner may setup.

3.2 At Rocketspark, we value doing good and helping others. Special pricing for non-profit organisations is available for any non-profit New Clients on a case-by-case basis.
4. **Client support**

4.1 New Clients referred by you will be identified as such in your Rocketspark Studio partner platform.

4.2 You will be registered as a site administrator for your New Clients' websites. Your Rocketspark Studio will provide you with a separate login and password to access and modify your New Clients' websites.

4.3 You must offer appropriate guidance to your New Clients to ensure that your New Clients gain value from their websites.

4.4 We will provide help desk support to your New Clients via phone and email for issues relating to website functionality in accordance with our standard terms and conditions for using Rocketspark.

4.5 Any opportunities for additional design or digital marketing services we receive from your New Clients will be referred to you as appropriate.

5. **Rates for building websites**

5.1 As a Partner you will be able to create and maintain websites on behalf of your New Clients using the Rocketspark platform.

5.2 You may charge your New Clients for these services directly at a reasonable rate determined by you.

6. **Custom development services**

6.1 We can provide custom development services to implement you or your New Client's designs.

6.2 The price list for custom development services is found in Schedule A ("Price List").

6.3 The Price List is accurate as at 1 July 2018. We reserve the right to change these costs at any time. We will notify you of any material changes to the Price List via email to the email address supplied to us when you applied for the Partner Program.

6.4 A deposit of 50% of the cost of custom development services must be paid in accordance with the Price List (as varied in accordance with these Terms) before any development work is commenced by Rocketspark.

6.5 Final payment for the custom development services is due upon completion. We reserve the right to put the applicable site offline if final payment for the services is not made on time.

7. **New Client Commission**

7.1 For as long as you remain a Partner and comply with these Terms, we will pay you a commission in relation to your New Clients as set out in Schedule B ("New Client Commission").

7.2 Your Rocketspark Studio will show your commission payable from client upgrades. When your commission payable balance reaches NZD$100 you can invoice us for the commission owing and we will pay the commission to you.

7.3 We reserve the right to request further information from you to verify the legitimacy of any of your New Clients. We may disqualify and disregard any New Client that we believe (in our absolute discretion) to be attained through fraudulent, illegal, questionable or other methods that may be in breach of these Terms.

7.4 The currency of the New Client Commission will be the same as the currency that your New Client uses to pay for its Rocketspark products.

7.5 The New Client Commission is inclusive of all applicable taxes and duties and we reserve the right to alter the New Client Commission, at our discretion, at any time.

7.6 We will pay the New Client Commission to your nominated bank account on the 20th of the following month of the invoice date.

8. **Your obligations**

8.1 As a Partner, you are required to:

(a) act in an orderly and businesslike manner and to comply with all relevant laws and regulations;

(b) hold any:
(i) goodwill generated for our business under the Partner Program; and
(ii) intellectual property created in relation to the Partner Program or our business, as bare trustee for us;

(c) notify us of any suspected infringement of our intellectual property and take such reasonable action as we may direct, at our expense, in relation to such infringement; and
(d) ensure that a good quality of service is provided to clients. We may introduce competency tests to ensure that you are maintaining good standards.
(e) advise your clients that you have administrative access to their website via Rocketspark Studio

8.2 You must not:

(a) use any of our intellectual property except in the course of the Partner Program, nor cause or permit anything which may damage or endanger our intellectual property or our title to it (including assisting or allowing others to do the same);
(b) divulge or communicate to any third party, or use or exploit for any purpose whatsoever, any confidential knowledge or information, or any other financial or business information, relating to Rocketspark (including any trade secrets) which you may receive or obtain as a result of or in connection with this agreement, without our prior written consent. This includes, but is not limited to, the Rocketspark development roadmap and Rocketspark pricing;
(c) represent that you are acting on behalf of Rocketspark or commit us to any contractual obligation without our prior written consent;
(d) market our products via facsimile, telemarketing, spyware, malware, viruses or other forms of marketing that could potentially harm our business, or as may be communicated by us from time to time;
(e) make any representations or give any warranties on our behalf to any third parties (except to the extent we may consent to in writing);
(f) solicit Rocketspark’s clients;
(g) charge unreasonable pricing or fees for any services involving Rocketspark software, including for the building or maintenance of websites on the Rocketspark platform; or
(h) provide us with fraudulent or misleading lists of New Clients under clause 6.2.

9. Our obligations

9.1 To enable you to fulfil your role as our Partner, we will;

(a) provide you and your team with training material;
(b) list you as a Partner on the Rocketspark Partner directory on our website if you have a Rocketspark landing page on your own website which explains why you use and recommend Rocketspark;
(c) enable you to add your logo to the footer of websites if you classify as a Bronze, Silver, Gold or Platinum Partner in accordance with Schedule B;
(d) enable you to create 60 day free trial sites for demonstration purposes; and
(e) provide you with a free website subscription to be used for demonstration purposes.

10. Domain name ownership and administration

10.1 You and your New Clients must adhere to the domain name policies of the various domain authorities.

10.2 We value our clients. To protect them, the end user New Client will be listed as the domain name registrant and ownership will be retained at all times by the end user New Client.

10.3 If the domain is registered by Rocketspark we will be the technical and billing contact listed on the domain and we will be responsible for any domain administration.

11. The term of our relationship
11.1 You may terminate your participation in the Partner Program at any time by providing Rocketspark with 30 days written notice.

11.2 Rocketspark may terminate these Terms and your participation in the Partner Programme by providing you with 3 months written notice.

11.3 Your breach of these Terms may result in your immediate suspension or termination from the Partner Programme. In particular, we may terminate your participation in the Partner Program immediately should we believe, in our absolute discretion, that you are either in breach of these Terms, that the standing or reputation of our business or products is at risk or if we believe such termination to be in the best interests of our business generally. We may, at our absolute discretion, provide you with one "notice to improve" before terminating your participation in the Partner Program.

11.4 Once your participation in the Partner Program ends:
   (a) Your New Clients become Rocketspark’s customers and you will not be entitled to any further New Client Commissions other than those owing to you at the date of termination; and
   (b) you must:
       (i) remove any and all of our intellectual property from your website, business premises, stationery and other property within 7 days;
       (ii) cease using our intellectual property; and
       (iii) return to us any property (including intellectual property) which we have supplied to you, together with any records relating to your role as Partner that we may reasonably request.

12. Our liability

12.1 We are not liable (whether in contract, tort (including negligence) or otherwise) for any indirect, incidental, special or consequential damages you may suffer, and any loss of profits, whether direct or indirect, resulting from you acting in your role as Partner, including as a result of Partner tracking failures, loss of database files, and any party intending to harm or compromise the Partner Program or its systems.

12.2 We do not make any expressed or implied warranties with respect to the Partner Program or our products and any use of our products by you or your New Clients is subject to our terms of service as set out here –http://www.rocketspark.co.nz/terms-and-conditions/ ("Terms of Service").

12.3 You indemnify us and keep us indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered (including any legal fees and costs incurred by us) resulting from any act or omission made by you as our Partner or any breach by you of these Terms.

13. Other terms and further information

13.1 Your role as Partner is as our independent contractor. Nothing in these Terms creates a partnership, joint venture, agency, franchise, sales representative, or employment relationship between us.

13.2 You may not transfer your role as Partner, or any of your rights and obligations under these Terms without our prior written consent.

13.3 We reserve the right to amend these Terms from time to time without notice.

13.4 Our failure to exercise a right we may have under these Terms does not mean we are waiving that right.

13.5 We appreciate any feedback on service enhancements for Rocketspark but this will not give you any rights to any intellectual property that may be generated. Rocketspark’s Terms of Service are incorporated into and supplement these Terms. If there is any inconsistency between these Terms and the Terms of Service, these Terms will prevail.

13.6 These terms and conditions are governed by New Zealand law. This means that a contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by New Zealand law.
13.7 By accepting Rocketspark's partner terms, you also agree to Rocketspark's Privacy Policy, Acceptable Use Policy and agree to comply with our General Rocketspark Terms and Conditions (excluding clauses 3 & 13) when you create websites in your design studio.
1. Schedules

Schedule A - Pricing for custom development services by Rocketspark

An up to date price list is in the Design Studio Dashboard.

Schedule B - Commission structure for reselling Rocketspark plans

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<th>Benefits</th>
<th>Starter</th>
<th>Bronze</th>
<th>Silver</th>
<th>Gold</th>
<th>Platinum</th>
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<tr>
<td>Number of New Clients</td>
<td>2-4</td>
<td>5-14</td>
<td>15-49</td>
<td>50-100</td>
<td>100+</td>
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<td>Commission on Rocketspark monthly/annual website plans</td>
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<td>Your logo added to footer of websites</td>
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<td>Rocketspark partner directory listing</td>
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