

HazardCo Friend Referral Program – Terms & Conditions

These terms and conditions (**'Terms'**) will apply to and govern the 'friend referral program' (**'Program'**) conducted by HazardCo Australia Pty Limited ACN 629 899 270 (**'HazardCo'**) from time to time, including a User's participation in the Program. By making a referral in accordance with these Terms, you accept and are bound by these Terms.

HazardCo reserves the right to change these Terms at any time. Any changes to these Terms will be effective on the date they are published on the Platform or otherwise notified to you.

1 Participation in the Program

- 1.1 To participate in the Program, a User may refer another person or entity to the Platform by sending them a unique link directing the Referred Party to sign up with HazardCo for a free trial to use the Platform.
- 1.2 If the referral is an Eligible Referral, the Referrer may be eligible to receive the Referral Incentive under clause 3.
- 1.3 A Referred Party can only be referred to HazardCo once, on a first-in-first-served basis. Where the same Referred Party is referred by two or more Users, only the Referrer who made the first Eligible Referral will be eligible for the Referral Incentive. Likewise, if the same Referred Party is referred more than once by a User, only the first Eligible Referral will be eligible to receive the Referral Incentive.
- 1.4 Users are not obliged to participate in the Program or to refer any person or entity to the Platform.
- 1.5 HazardCo is not obliged to accept any Referred Party referred by a User or to provide a Referral Incentive to a Referrer in its sole discretion.

2 Eligible Referrals

- 2.1 For a referral to be an Eligible Referral, all of the following criteria must be satisfied:
 - (a) The Referred Party is eligible to be referred under the Program as set out in clause 2.2.
 - (b) The number of Eligible Referrals made by the Referrer does not exceed 10.
 - (c) The Referred Party must use the unique link provided by the Referrer to sign up for a free trial to use the Platform.
 - (d) The Referred Party must sign up for a paid subscription to use the Platform within 30 days of commencing a free trial.
 - (e) The Referred Party must not cancel their paid subscription to the Platform for at least 30 days after commencing their subscription.
 - (f) The Referred Party must set up a valid payment method with HazardCo and has fully paid for its first month of subscription.
 - (g) The Referred Party must not take part in any other promotion or deal.
- 2.2 The Referred Party is eligible to be referred under the Program if all of the following criteria

are satisfied:

- (a) The Referred Party is located in Australia.
- (b) If the Referred Party is a natural person, they are over the age of 18 years.
- (c) The Referred Party is not previously known to HazardCo under any email address or alias.
- (d) The Referred Party is not also the Referrer.
- (e) The Referred Party is not a member of a group of companies or a franchise that has a current (or previous) subscription to the Platform.
- (f) The Referred Party is not an officer or employee of HazardCo or any of its related entities (or is an immediate family member of any such officer or employee). 'Immediate family members' include spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

2.3 HazardCo reserves the right, at any time, in its sole discretion to:

- (a) verify the eligibility of a Referred Party, including to determine if they meet the requirements as set out in clause 2.2; and
- (b) disqualify from the Program any User who HazardCo has reason to believe has breached any of these Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Program, and to take any other steps it determines to be reasonable in the circumstances, including cancelling the User's subscription to the Platform and requiring any Referral Incentive to be returned to HazardCo.

3 Referral Incentive

- 3.1 If a referral is an Eligible Referral, the Referrer will (if all other conditions or requirements in these Terms are satisfied) be eligible to receive the Referral Incentive.
- 3.2 The Referral Incentive is subject to change from time to time by HazardCo in its sole discretion.

4 Privacy

- 4.1 All personal information collected by HazardCo for the Program will be used and handled by HazardCo in accordance with its Privacy Policy, which can be viewed at <https://www.hazardco.com/au/privacy-policy/> and otherwise in accordance with applicable privacy laws. HazardCo may disclose such personal information to third parties for the purpose of carrying out the Program, including to agents, contractors, service providers and suppliers of the Referral Incentive.
- 4.2 Any personal information provided to HazardCo in relation to the Program may be used by HazardCo for future promotion and marketing of HazardCo products and services.

5 Definitions

Eligible Referral means a referral that meets the requirements in clause 2 of these Terms.

Platform means the HazardCo platform available via <https://hub.hazardcoapp.com/>.

Program means has the meaning given in the opening paragraph of these Terms.

Referral Incentive means the applicable referral incentive at the time the Referred Party becomes entitled to receive the Referral Incentive, which may include, amongst other things, a discount, voucher or some other reward or incentive as determined by HazardCo in its sole discretion from time to time.

Referred Party means a person or entity who is referred by a User to the Platform.

Referrer means the User who makes an Eligible Referral.

User means any user of the Platform.

6 General

- 6.1 HazardCo may at any time and for any reason amend or vary these Terms or extend or discontinue the Program.
- 6.2 If any term or condition or part of a term or condition in these Terms is illegal, unenforceable or invalid, that term or condition or part of the term or condition is to be treated as removed from these Terms, but the rest of the terms and conditions in these Terms are not affected.
- 6.3 Any failure by HazardCo to enforce any of its rights or powers at any stage does not constitute a waiver of those right or powers.
- 6.4 These Terms are governed by the laws in force of the State of Victoria, Australia and each party submits to the non-exclusive jurisdiction of its courts.