

Deputy Partner Program Terms

Introduction

Deputy delivers world-class cloud-based workforce time and attendance and management solutions. Details about Deputy including our solutions, partners, people, security settings and pricing are located at www.deputy.com.

These Deputy Partner Program Terms (**Terms**) govern your participation in the Deputy Partner Program (**Deputy Partner Program**) for the distribution of the Deputy Solutions. Deputy may amend, modify or replace these Terms at any time, effective upon the posting of modified Terms to our Portal and we may email you to inform you of any changes. The Deputy Partner is responsible for checking the Portal for changes to these Terms from time to time.

By continuing to participate in the Deputy Partner Program following any revisions to the Terms, you agree to be bound by the revised Terms.

Application & Appointment

You may only participate in the Deputy Partner Program:

- by applying through the Deputy Partner Program online portal (**Portal**) and submitting all requested information;
- when you receive confirmation through the Portal that your application has been accepted and we offer you a place in the Deputy Program as a Deputy Partner; and
- you accept our offer by acknowledging that you have read and understood these Terms, and agreed to these Terms and such other partner channel terms, by clicking an “*I accept*” or similar link displayed in our offer.

If you accept our offer to join the Deputy Program, then you agree to be bound by these Terms and as such you will become a non-exclusive Deputy Partner subject to these Terms. Once you accept our offer to join the Deputy Program, you may call yourself a “Deputy Partner”. If you do not accept our offer to join the Deputy Partner Program, then these Terms and any Channel Terms or Specific Terms contained in our offer email do not apply to you.

If you are entering into these Terms on behalf of another entity, you represent that you have the legal authority to bind the entity to these Terms, in which case “you” or “Deputy Partner” will mean the entity you represent.

Portal

As a Deputy Partner, Deputy may provide you access to the Portal. You must use the Portal only for the purposes of assisting you to provide the Services to Deputy and in accordance with the Portal terms of use published on the Portal. You must provide the details of each Customer or potential Customer in accordance with the method identified in the Portal and you acknowledge that you are only entitled to be paid fees by Deputy in respect of Customers notified to Deputy via the Portal.

You acknowledge that Deputy may, in its absolute discretion, discontinue the Deputy Partner’s access to the Portal or vary any of its features or functions.

Partner Categories & Structure

The Portal contains extensive information about our Deputy Partner Program that are specific to our different partner channels (e.g. Referrer, Reseller and Professional Services Partner) (each a **Channel**) and tiers (e.g. Bronze, Silver, Gold & Platinum) within those Channels. The Portal also contains terms and conditions, policies, procedures and guidelines relevant to each of the partner Channels, including Deputy’s API terms of use (**Channel Terms**).

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Although you may nominate the Channel you wish to operate under, Deputy will determine (at its absolute discretion) which Channel applies to you at any particular time. For example, although you may nominate to be a Reseller of Deputy Solutions, Deputy may determine that the scale and experience of your business is better suited to be a Referrer of Deputy Solutions.

Deputy and you may also agree to specific terms in relation to additional matters or which amend these Terms or the Channel Terms (**Specific Terms**).

In the event of any conflict between these Terms, the Channel Terms and any Specific Terms the following order of precedence applies: (a) Specific Terms; (b) Channel Terms; and (c) these Terms.

You acknowledge and agree that you will be responsible for the performance of all of your obligations under these Terms, the Channel Terms or any Specific Terms regardless of whether you sublicense or subcontract any such obligations to any third party.

Supply of Deputy Solutions

Deputy Partner expressly acknowledges and agrees that Deputy will supply the Deputy Solutions in accordance with the legal terms and conditions specified in the Standard Customer Agreement, including the Deputy Privacy Policy published [here](#) and that as a Deputy Partner you must not do anything that is in conflict with the Standard Customer Agreement, other than with the prior written consent of Deputy.

Promotion & Marketing

As a Deputy Partner, you must use your best commercial endeavours to market, promote and demonstrate the Deputy Solutions to your customers and contacts and in doing so:

- (a) use the Deputy Trademarks in accordance with any Deputy Brand Guidelines (available at the Portal);
- (b) comply with Deputy's product specifications, the terms and conditions specified in the Standard Customer Agreement, the Deputy Policies and reasonable instructions given by Deputy from time to time;
- (c) not misrepresent any features of the Deputy Solutions and not make any representations to any third party about the Deputy Solutions that are misleading, deceptive or false in any respect; and
- (d) perform your obligations in accordance with the highest applicable industry standards and in compliance with all applicable laws.

No modification of Deputy Application

Deputy Partner acknowledges and agrees that it does not have, and must not grant to any third party, any rights to copy, reproduce, publish, modify, customise, make an adaptation of, develop, translate into another computer language, decompile, or reverse engineer any Source Code or any other Intellectual Property Rights embodied in any Deputy Application.

For clarity, nothing in this clause restricts a Deputy Partner from copying, reproducing, modifying, customising, adapting or developing any part of the Configurable Environment, provided that any such actions are done in accordance with the terms applicable to the Configurable Environment and with Deputy Policies as notified by Deputy to Deputy Partner from time to time.

Fees & Payment

In consideration for the services provided under these Terms, Deputy or the Deputy Partner will pay fees to the other party in accordance with the relevant Channel Terms.

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Unless provided otherwise in any Specific Terms or under the Channel Terms, fees must be paid within 30 days after the end of each month into the nominated bank account of Deputy or the Deputy Partner, as applicable. Deputy Partner acknowledges that Deputy may discharge any obligation to pay fees to a Deputy Partner by paying any amounts payable to the Deputy Partner to your PayPal account (which must be established and maintained by the Deputy Partner during the term of these Terms).

The Deputy entity (as defined in these terms) appoints Deputec Pty Limited to process all invoices and payments required under these Terms on its behalf. You acknowledge and agree that you may receive invoices from, be required to make payments to, and receive payments from Deputec Pty Limited and hereby accept the validity of any such invoices and payments to or from Deputec Pty Limited.

Intellectual Property

Deputy Partner acknowledges and agrees that Deputy (or its licensor) is the owner of all Intellectual Property Rights in respect of the Deputy Application, the Customer Installation, the Configurable Environment, the Deputy Infrastructure, the Deputy website, the Portal, the Deputy Trademarks, any documentation provided by Deputy in the Portal, and any Improvements (**Deputy Intellectual Property Rights**).

Unless expressly provided for in these Terms, the Channel Terms or the Specific Terms, nothing in these Terms, the Channel Terms or the Specific Terms constitutes a licence, sale or any other transfer of rights in, or otherwise grants rights in, any of the Deputy Intellectual Property Rights. Deputy Partner must not take any action that may adversely affect or impair the Deputy Intellectual Property Rights.

Deputy grants Deputy Partner a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to display the Deputy Trademarks solely to perform Deputy Partner's obligations under these Terms, the Channel Terms or any Specific Terms. Deputy Partner acknowledges and agrees that: (a) it will use Deputy's Trademarks only as permitted by these Terms, the Channel Terms or any Specific Terms; (b) it will use the Deputy Trademarks in a lawful manner and in compliance with Deputy's Brand Guidelines; (c) the Deputy Trademarks are the sole property of Deputechologies Pty Limited; (d) Deputy Partner shall not contest the validity of any Deputy Trademarks; and (e) Deputy Partner shall not, now or in the future, apply for or use any term or mark confusingly similar to any Deputy Trademarks. Any and all goodwill or other benefits generated from the use of the Deputy Trademarks shall inure to the sole benefit of Deputy or the Deputy Trademark owner.

Deputy Partner must promptly notify Deputy of: (a) any claims or objections that any aspect of the Services may or will infringe the Intellectual Property Rights of a third party; and (b) any infringements, illegal use or misuse by any person of the Deputy Intellectual Property Rights, which in each case come to its attention.

Deputy Partner must not take any legal action in relation to the protection of any Deputy Intellectual Property Rights without the prior written consent of Deputy. Deputy Partner must provide Deputy with all reasonable assistance in connection with any matter relating to the protection of any Deputy Intellectual Property Rights or any claims or objections in relation to the Deputy Intellectual Property Rights, including refraining from further marketing, promotion or other activities under these Terms or taking such other steps as may be appropriate to limit Deputy's (or its licensor's) potential liability exposure to any third party.

Term & Termination

These Terms commence on the Effective Date and continue until they are terminated (**Term**).

Either party may terminate these Terms at any time by giving the other party at least 30 days' notice.

Deputy may also terminate these Terms immediately if the Deputy Partner breaches these Terms, the Channel Terms or any Specific Terms. If these Terms are terminated for any reason: (a) all licenses granted by either party to the other will terminate; (b) you will immediately cease use of, and remove from your site, all Deputy materials and logos; (c) you will immediately cease to identify yourself or hold yourself out as a Deputy Partner; and (d) termination does not affect any rights and obligations relating to payment that arose prior to termination.

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Termination of these Terms will also result in the immediate termination of any Channel Terms and Specific Terms.

Confidential Information

Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms, the Channel Terms and any Specific Terms and in accordance with any other obligations in these Terms, the Channel Terms and any Specific Terms. Each party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than: (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform the party's obligations under these Terms, the Channel Terms and any Specific Terms and who are bound in writing to keep the information confidential; or (b) as required by any applicable law, regulatory body or court order. Confidential Information shall not include any information that the receiving party can prove: (i) was already in the public domain, or was already known by or in the possession of the receiving party on a non-confidential basis, at the time of disclosure of such information; (ii) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms, the Channel Terms and any Specific Terms; or (iii) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms, the Channel Terms and any Specific Terms.

All Confidential Information is provided "as is" and the disclosing party makes no representations or warranties, express, implied or otherwise, regarding the accuracy or completeness of the Confidential Information and, to the extent permitted by law, the fitness of the Confidential Information for any purpose.

Privacy

Deputy maintains a Privacy Policy that describes how we handle the Personal Information you provide to us when you apply to join the Deputy Partner Program and when you provide Services. You should read that policy [here](#) and you will be taken to have accepted that policy when you accept these Terms.

You acknowledge that, in the course of performing your obligations under these Terms, the Channel Terms and any Specific Terms, you may come into possession or control of Personal Information provided by Deputy or the Customers. You must ensure that when you collect, use, disclose or transfer such Personal Information you comply with all Privacy Laws.

You must:

- (a) only use Personal Information provided to it under these Terms, the Channel Terms and any Specific Terms for the sole purpose of, and only to the extent necessary to, performing its obligations under these Terms, the Channel Terms, any Specific Terms or as required by law;
- (b) not disclose Personal Information it receives from Deputy under these Terms, the Channel Terms and any Specific Terms without the prior written consent of Deputy or as required by law;
- (c) ensure that no Personnel engaged by Deputy Partner who has access to Personal Information provided to it under these Terms, the Channel Terms and any Specific Terms uses, discloses or retains such Personal Information, except for the purposes of performing its obligations under these Terms, the Channel Terms and any Specific Terms;
- (d) take all reasonable steps to protect any Personal Information it receives from Deputy in connection with these Terms, the Channel Terms and any Specific Terms from misuse and loss and from unauthorised access, modification or disclosure;

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- (e) comply with all reasonable requests or directions of Deputy concerning:
 - (i) the security, use and disclosure of Personal Information provided to Deputy under these Terms, the Channel Terms and any Specific Terms;
 - (ii) access to and correction of any such Personal Information by the individual to whom it relates;
 - (iii) any complaints about the handling of such Personal Information; and
 - (iv) a request from Deputy to comply with its guidelines concerning the handling of Personal Information.
- (f) immediately notify Deputy as soon as Deputy Partner becomes aware that it may be required by law to use or disclose any Personal Information it received under these Terms, the Channel Terms and any Specific Terms, and provide all reasonable assistance requested by Deputy to resist or object to such use or disclosure;
- (g) notify Deputy as soon as reasonably practicable after Deputy Partner becomes aware of any breach of this clause; and
- (h) on the termination of these Terms for any reason and subject to all applicable laws and regulations:
 - (i) securely destroy any Personal Information in its possession, custody or control in accordance with the reasonable directions of Deputy, and certify to Deputy that it has completed such destruction; or
 - (j) if destruction of Personal Information held electronically is not possible, take all reasonable efforts to expunge such Personal Information.

Deputy Information and Customer Data

The Deputy Information is and will remain the property of Deputy. Deputy Partner must not:

- (a) use or copy any Deputy Information for any purpose other than for the purposes of these Terms, the Channel Terms and any Specific Terms;
- (b) purport to sell, let for hire, assert a lien over, assign rights in or otherwise deal with any Deputy Information;
- (c) make any Deputy Information available to any third party; or
- (d) commercially exploit any Deputy Information other than for the purposes of these Terms, the Channel Terms and any Specific Terms.

The Customer Data is and will remain the property of the Customer. Deputy Partner may only deal with Customer Data in accordance with the requirements of the Standard Customer Agreement and the provisions of these Terms, the Channel Terms and any Specific Terms.

Deputy Partner must establish and maintain safeguards against the destruction, loss or damage of Deputy Information and Customer Data in the possession, custody or control of Deputy Partner consistent with industry best practice.

Deputy Partner must:

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- (a) comply with all of Deputy's data security requirements in respect of access to Deputy Information and Customer Data;
- (b) prohibit and prevent its Personnel who do not have the appropriate level of security clearance from gaining access to Deputy Information and Customer Data; and
- (c) notify Deputy immediately and comply with all reasonable directions of Deputy if Deputy becomes aware of any contravention of any of Deputy's data security requirements.

Warranties

As at the Effective Date and at all times during the Term, Deputy represents and warrants to Deputy Partner that:

- (a) it holds the full right, power and authority to enter into and fully perform its obligations under these Terms, the Channel Terms and any Specific Terms;
- (b) it holds, all licences, authorisations and regulatory permits or consents necessary for the performance of its obligations under these Terms, the Channel Terms and any Specific Terms; and
- (c) the performance of its obligations under these Terms, the Channel Terms and any Specific Terms will not infringe the Intellectual Property Rights of any party (including a third party).

As at the Effective Date and at all times during the Term, the Deputy Partner represents and warrants to Deputy that:

- (a) it holds the full right, power and authority to enter into and fully perform its obligations under these Terms, the Channel Terms and any Specific Terms;
- (b) it holds, all licences, authorisations and regulatory permits or consents necessary for it to provide the Services and perform its obligations under these Terms, the Channel Terms and any Specific Terms;
- (c) the performance of its obligations under these Terms, the Channel Terms and any Specific Terms will not infringe the Intellectual Property Rights of any party (including a third party);
- (d) the Services will be provided at all times in accordance with these Terms, the Channel Terms and any Specific Terms and will be provided to a high standard;
- (e) it has all resources, skills and expertise to provide the Services and otherwise comply with its obligations under these Terms, the Channel Terms and any Specific Terms; and
- (f) it will not engage in any conduct which is in violation of, or potentially in violation of, any applicable local or foreign laws, regulations, codes of conduct and any direction or requirements of a government agency, including any anti-corruption laws or regulations.

Except for the express representations and warranties stated above and statutory warranties that cannot be excluded under law (including warranties and guarantees under the Australian Consumer Law), and any Channel Warranties, neither party makes any additional representations or warranties of any kind, whether express, implied (either in fact or by operation of law) or statutory, including any implied warranty of merchantability or fitness for a particular purpose, the Deputy Application is made available to the Deputy Partner and Customers on an "as is" basis and Deputy does not warrant that the Deputy Application will operate error-free or without interruption.

In particular, while Deputy will take all reasonable measures to ensure that the settings within the Deputy Solutions comply with all applicable laws (including laws relating to minimum employee

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entitlements under any industrial instruments) (**Applicable Laws**), Deputy makes no warranties or representations in respect of the accuracy, reliability or compliance of the Deputy Solution with Applicable Laws and expressly disclaims all liability in relation to any claim that the Deputy Solution does not comply with Applicable Laws.

Deputy makes no representations or warranties with regard to the amount of money, if any, a Deputy Partner will make by being a Deputy Partner under these Terms, the Channel Terms or any Specific Terms.

Deputy Partner indemnity

Subject to the limitations set out under the sub-heading 'Limitation of Liability' below, Deputy Partner indemnifies and must defend and hold Deputy harmless against all Losses that it suffers or incurs in connection with:

- (a) any breach by the Deputy Partner of these Terms, the Channel Terms and any Specific Terms; and
- (b) any negligent or unlawful conduct of the Deputy Partner.

Limitation of Liability

Subject to the exceptions below, to the extent permitted by law in no event will Deputy's aggregate liability for any Loss sustained by a Deputy Partner or its Related Entities in connection with these Terms, the Channel Terms and any Specific Terms (whether in contract, tort or otherwise) exceed USD five thousand dollars (US\$5,000).

Subject to the exceptions below, to the extent permitted by law, neither party will have any liability to the other party (whether in contract, tort or otherwise) for any kind of indirect or consequential loss or damage, loss of revenue, loss of profit or anticipated profit or loss arising from business interruption arising out of or in connection with these Terms, the Channel Terms and any Specific Terms.

The limitations of liability above do not apply in respect of any Loss arising out of, or in connection with: (a) a breach of a party's obligations under the sub-headings 'Fees & Payment', 'Confidential Information'; (b) any gross negligence by a party; (c) the wilful misconduct of a party; (d) a breach by Deputy of any of its warranties set out under the sub-heading 'Warranties'; and (e) in the case of the Deputy Partner: (i) a breach of its obligations under the sub-headings 'No modification of Deputy Application' and 'Intellectual Property', 'Privacy' or 'Deputy Information and Customer Data'; (ii) a breach of any of the Deputy Partner's warranties in paragraphs (a), (b), (c) and (f) under the sub-heading 'Warranties'; and (iii) a breach by it of any of the Channel Warranties.

A party's responsibility for any Loss arising out of or in connection with these Terms, the Channel Terms and any Specific Terms (including any amount claimed pursuant to any indemnity) will be reduced proportionally to the extent the Loss is caused or contributed to by the other party or their Personnel.

General Provisions

Notices: All notices given under these Terms, the Channel Terms or any Specific Terms by either party to the other must be in writing by email and will be deemed to have been received 4 hours after the sent time (as recorded on the sender's email server), unless the sender receives a notice from the recipient's email server or internet service provider that the message has not been delivered to the recipient.

Audit: Deputy has the right to audit the financial and other records of Deputy Partner to verify the Deputy Partner's performance under these Terms, the Channel Terms and any Specific Terms from time to time during the Term on the supply of reasonable notice.

Assignment: A party may not assign, transfer or novate its rights or obligations under these Terms, the Channel Terms or any Specific Terms without the prior written consent of the other party, provided

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that Deputy may assign or novate these Terms, the Channel Terms and any Specific Terms: (a) to any of its Related Entities; or (b) to any bona fide third party in connection with a merger, acquisition or sale of all or any portion of its assets, effective immediately upon Deputy notifying the Deputy Partner.

Severability: If any provision of these Terms, the Channel Terms or any Specific Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, then such provision shall be severed from these Terms, the Channel Terms or any Specific Terms, as applicable and the remainder of these Terms, the Channel Terms or any Specific Terms, as applicable will be binding on the parties.

Use of Deputy Partner name: You consent to Deputy using on a non-exclusive and royalty free basis your company name and logo as a reference for marketing or promotional purposes on Deputy's website and other marketing communications with existing or potential Deputy customers, subject to any trademark guidelines provided by you to Deputy from time-to-time.

Force Majeure: Neither party will be liable in any way under these Terms, the Channel Terms or any Specific Terms by reason of any failure or delay to perform any obligation, where such failure is due to internet outage, war, terrorist activity, strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of the other party.

Relationship of the parties: The parties are independent contractors. These Terms, the Channel Terms or any Specific Terms do not create a partnership, joint venture, agency or other relationship between the parties.

Rights of third parties: A person who is not a party to these Terms, the Channel Terms or any Specific Terms has no right to benefit under or to enforce any of these Terms, the Channel Terms or any Specific Terms.

Waiver: The waiver by any party of any breach of these Terms, the Channel Terms or any Specific Terms, as applicable is not deemed a waiver of any other breach. No waiver will be effective unless made in writing.

Governing law and jurisdiction: All references to 'Deputy,' 'we', or 'us' under these Terms, the Channel Terms and any Specific Terms and what law will apply in any dispute or lawsuit arising out of or in connection with these Terms, the Channel Terms and any Specific Terms depends on where the Deputy Partner is domiciled.

Domicile	Deputy Contracting Entity	Governing Law	Venue
Asia Pacific including Australia, New Zealand, Singapore, Fiji, Philippines, Malaysia, Indonesia, Thailand, Japan, China, South Korea, India, Sri Lanka & Pakistan	Deputec Pty Limited	Laws of State of New South Wales, Australia	New South Wales
The Americas including United States of America (USA), Canada, Mexico, Columbia, Brazil, Argentina & Chile	Deputy Corporation	Laws of State of Georgia, USA	Georgia, USA
Europe, the Middle East and Africa including the United Kingdom, the Netherlands, Ireland, South Africa & Israel	Deputy EMEA Limited	Laws of England and Wales	England

These Terms, the Channel Terms and any Specific Terms, and any disputes arising out of or related hereto, are governed exclusively by the applicable Governing Law above. The courts located in the applicable Venue above will have exclusive jurisdiction to adjudicate any dispute arising out of or

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relating to these Terms, the Channel Terms and any Specific Terms or their formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts.

Entire Agreement: These Terms, together with the Channel Terms and any Specific Terms, embodies the entire agreement and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter or any term of these Terms.

These Terms were last updated on 2 April 2019.

Definitions

Australian Consumer Law means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended.

Channel Warranties means the representations and warranties given by the Deputy Partner in favour of Deputy in the Channel Terms and the Specific Terms.

Confidential Information includes any and all information associated with a party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary.

Configurable Environment means the configurable software interface that enables a third party (including a Customer) to modify Demxl scripts, reports and customisable applications in order to:

- (a) customise the format and appearance of the software interface;
- (b) customise reporting outputs; and
- (c) link or otherwise connect the Deputy Application to software applications and platforms licensed or controlled by the third party,

but expressly excludes the Source Code.

Customer means any subscriber for the Deputy Solutions under the Standard Customer Agreement.

Customer Data has the meaning given in the Standard Customer Agreement.

Customer Installation means the installation program of the Deputy Application (which may vary from time to time) provided by Deputy and made available to Customers.

Deputy has the meaning given under "**Governing law and jurisdiction**" in the "**General Provisions**" section above.

Deputy Application means the employee scheduling, time and attendance, task management, business procedure management, payroll integration, workplace social media services and other online software applications owned or licensed by Deputy, including all updates, new releases and localisations of such software made available by Deputy to Deputy Partners, Customers and their authorised users.

Deputy's Brand Guidelines means the guidelines published by Deputy from time to time in relation to the use by Deputy Partners of the Deputy Trademarks and other Deputy Intellectual Property Rights, available at the Portal.

Deputy Information means all data and information relating to Deputy and its Related Entities or their operations, facilities, clients, Personnel, customers, assets, products, sales and transactions in

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whatever form such information may exist and whether entered into, stored in, generated or processed by the Deputy Application, and includes:

- (a) any database in which such information is contained;
- (b) documentation or records related to such data or information;
- (c) products resulting from the use or manipulation of such data or information;
- (d) other data and other information generated, stored or processed by any equipment or software;
and
- (e) any copies of the above.

Deputy Intellectual Property Rights means the Intellectual Property Rights owned or licensed by Deputy from time to time, including without limitation the Deputy Trademarks.

Deputy Infrastructure means the computer servers or other hardware used by Deputy in connection with the provision of the Deputy Application.

Deputy Partner means a person who accepts the offer made by Deputy to participate in the Deputy Partner Program in accordance with these Terms.

Deputy Policies means the policies and procedures relevant to the marketing, sale (including resale) and support of the Deputy Solutions, as contained in the Portal and otherwise as may be notified by Deputy to the Deputy Partner from time to time.

Deputy Solutions means the products and services supplied by Deputy, including the Deputy Application.

Deputy Trademarks means trademarks, service marks, trade names, domain names, trade dress, logos and similar designations, whether registered or unregistered, used in connection with the Deputy Solutions.

Effective Date means the date on which the Deputy Partner accepts these Terms in accordance with the process described in these Terms under the sub-heading 'Application & Appointment' or such other date as is set out in the Specific Terms.

Improvements has the meaning given in the Standard Customer Agreement.

Intellectual Property Right means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

Loss or Losses means all liabilities, losses, damages, costs and expenses (including reasonable legal costs and disbursements), costs of investigation, litigation, settlement, judgment, interest and penalties.

Personal Information means any personal information or personal data of individuals, as defined in the applicable Privacy Laws.

Personnel of a party means officers, employees, contractors, agents, subcontractors and professional advisors of that party, and includes officers, employees, contractors, agents and subcontractors of any subcontractor.

Privacy Laws means:

- (a) the *Privacy Act 1988* (Cth);

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- (b) the European Union General Data Protection Regulation (GDPR);
- (c) any legislation (to the extent that such legislation applies to Deputy or Deputy Partner) from time to time in force in any:
 - (i) Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and
 - (ii) non-Australian jurisdiction (to the extent that Deputy or Deputy Partner is subject to the laws of that jurisdiction),

affecting privacy, Personal Information or the collection, handling, storage, processing, use or disclosure of data; and
- (d) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under them, as amended from time to time.

Related Entity means a 'related body corporate' as defined in section 50 of the *Corporations Act 2001* (Cth).

Services means any services provided by the Deputy Partner under these Terms, the Channel Terms and any Specific Terms.

Source Code means all constituent elements of all computer programs, code, software, configuration data and application programming interfaces (including all text, data, images, animation, graphics, video and audio), including software tools, which are necessary for understanding, maintaining, operating, modifying, correcting and enhancing the Deputy Application, but expressly excludes the Configurable Environment.

Standard Customer Agreement means the standard form of customer subscription agreement published at <https://www.deputy.com/au/terms>.