

IREFER123 REWARDS PROGRAM for MEMBERS, CUSTOMERS, BUSINESS OWNERS, and COMMUNITY GROUP Terms and Conditions

Effective 1st September, 2012

These terms and conditions govern the iRefer123 Rewards Program "The Program" and contain important information, including disclaimers and limitations of liability. Please see clause below for definitions of capitalised terms.

We strongly recommend that, as you read this document, you also access and read any other legal notices posted on the web site and the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a user. Please note: underlined words and phrases are links to these pages and websites. By accepting these terms and conditions, you also agree that your use of other linked or associated websites and Services will be governed by the terms and conditions posted on those websites.

In this document "you" or "your" means any person or entity using the service ("users") provided by iRefer123, (the "Service").

Application of these Terms

(a) You agree to be bound by these Terms by clicking the "I accept" button when registering for participation in the Program on the iRefer123 Website.

(b) You agree that you have the necessary capacity to enter into a binding legal contract.

(c) iRefer123 may from time to time review and update these Terms. Your use of the Program will be governed by the most recent Terms posted at the iRefer123 Website. By continuing to use the Program, you agree to be bound by the most recent Terms. It is your responsibility to check the iRefer123 regularly for updated versions of the Terms. iRefer123 will provide you with at least 14 days' prior written notice of any material changes to the Terms.

(d) The use and operation of any iRefer123 issued Card will also be subject to separate terms and conditions provided to you by the Card Issuer.

(e) You agree that you have not relied on any representation, description, illustration or specification that is not expressly stated in these Terms.

(f) If you do not accept these Terms, you will not be entitled to use the Program.

The iRefer123 Program ("The Program")

The Program allows you to earn Cash Rewards and other rewards when shopping at Participating Merchants in accordance with these Terms. Once your Cash Rewards accumulate to AU\$50 or more in value at any one time, you will be entitled to claim a Cash Settlement equal to the Cash Rewards earned, which at your option will be credited to the Bank Account linked to your rewards or credited to any card linked to your iRefer123 Reward Account.

Registering for the Program

In order to register for the Program, you must:

- (i) provide certain mandatory User Information as required by iRefer123.
- (ii) You must maintain and promptly update the User Information to keep it true, accurate, current and complete. It must include an email address or mobile phone number.
- (iii) Your iRefer123 Reward Account will be active immediately upon registration in accordance with this clause provided that any information you have supplied is correct and valid.
- (iv) You represent and warrant that:
 - a. you are the individual identified in the registration and verification process;
 - b. the User Information that you have provided to iRefer123 is true and correct.
- (v) If you provide any User Information that iRefer123 believes to be untrue, inaccurate, not current or incomplete, iRefer123 may suspend or terminate your iRefer123 Reward Account and remove your access to the Program.
- (vi) If you provide any incorrect information or details (whether fraudulently or by mistake), you may not be entitled to earn Cash Rewards.
- (vii) When using the Program, you are responsible for maintaining the confidentiality of your User Information, and for restricting access by third parties to your iRefer123 Reward Account. You agree to be liable if your User Information is used by an unauthorised person or for an unauthorised purpose. You are fully responsible for all activities that are conducted under your iRefer123 Reward Account.
- (viii) If you believe that any of your User Information has been compromised, lost or misplaced, you must contact iRefer123 immediately.

Special conditions of use

In order to be eligible for Cash Rewards and other benefits , you must:

- (i) make an online purchase with a Participating Merchant by first logging into the CashBackCity web site with your iRefer123 reference code
- (ii) Make an in-store purchase with a Participating Merchant using your iRefer123 issued card that is registered to an iRefer123 Reward Account; and
- (iii) if you make a purchase using electronic funds transfer at a physical over the counter point of sale, ensure that your purchase is made using the "savings" function ("SAV") for payment at the time of purchase with your issued iRefer123 prepaid card.

You agree that the Cash Reward can only be applied to your iRefer123 Account registered to your reference code. If a different credit, debit or prepaid-reloadable card is used which is not registered to an irefer123 Account, no Cash Reward will be earned.

You must retain a copy of both the tax receipt and point-of-sale credit card receipt for each eligible transaction to which these Terms apply as these receipts may be needed as evidence in the event of a dispute or to verify qualifying purchases.

Participating Merchants

You may only receive a Cash Reward when using the Program with Participating Merchants. Each participating merchant will determine what cash back reward they will offer to iRefer123 shoppers. This means there is no one specific reward amount offered under the program. Rewards can vary from 3% to 30%.

Participating Merchants are subject to change. A full list of the current Participating Merchants can be found at the CashBackCity Website. It is your responsibility to check the CashBackCity Website regularly to ensure that you are aware of the latest Participating Merchants and their Cash Reward offerings.

All transactions using your issued iRefer123 Card are with the Participating Merchant and not with iRefer123. iRefer123 has no responsibility or obligation for the transaction with the Participating Merchant. iRefer123 does not endorse or warrant any goods or services of Participating Merchants.

Overview

iRefer123 is an exclusive global rewards program that takes a cooperative approach to business by rewarding Members, customers, business owners and community groups. iRefer123 is a loyalty driven shopping community made up of shoppers (Members and Customers) and participating merchants. Community groups benefit by obtaining a reward from referring their members and likewise a Business owner can also receive benefits from being both a participating merchant and receive a reward from referring their customers as well.

Shoppers earn cash rewards and loyalty rewards simply by spending on goods and services from a participating merchant. A merchant can be an online retailer or from a local in-store business. All participating merchants are listed in the business directory located in the CashBackCity Web Site.

Members, Community Groups, Business Owners and Customers receive an iRefer123 reference code and can request an iRefer123 prepaid card in order to obtain in-store rewards.

HOW DO I RECEIVE BENEFITS FROM SHOPPING

Online Shopping

To obtain rewards and benefits members and customers must go to the CashBackCity Website and then enter their iRefer123 reference code. The shoppers then select the online shop they wish to make a purchase from and any purchases will be tracked and recorded. Members can pay for online products with any payment method approved by the retailer. Rewards will be post to the member or customers iRefer Reward Account.

In-Store

Members and customers can shop locally at participating merchants by using their iRefer123 prepaid card. Members and Customers must log into the CashbackCity website to locate a participating merchant and to obtain details of the reward offered by the participating Merchant. To obtain the benefits and rewards the iRefer123 prepaid card must be used to purchase the goods and services. You can load your iRefer123 prepaid card with a value between \$AUD50 - \$AUD1,000 and use it at any participating

merchant. The iRefer123 prepaid card can also be used to purchase goods at services at non participating merchants. Please refer to the card terms and conditions which can be found at www.irefer123.com/card/terms.

Fees

Merchants are charged a transaction fee which is excluded from the reward offered by a merchant. Members and customers are charged the following fees with respect to the program.

- a. Payment to an Australian bank account - \$nil
- b. Payment to iRefer123 Prepaid card - \$AUD1.50 which is deducted from the amount loaded onto the iRefer123 prepaid card.
- c. Activation fee of \$AUD1.50 which will be deducted by iRefer123 out of the first payment loaded onto the iRefer123 prepaid card.
- d. Payment to international Bank account - \$USD 35.00
- e. Payment to any Visa or MasterCard - \$USD 5.00

Members and Customers who elect to join a third party program may incur additional fees and deductions from rewards and these will be set out in the join form for that program.

CASH REWARDS AND OTHER BENEFITS

What is the Cash Reward?

- (a) The Cash Reward is not property and may not be transferred, sold, held on trust, bequeathed or inherited.
- (b) If your Cash Reward balance is greater than \$AUD50, you can elect for it to be deposited into your Bank Account as a Cash Settlement or transferred onto your iRefer123 prepaid card.
- (c) A Cash Reward balance cannot be greater than \$AUD1000. iRefer123 will pay out any balances in excess of \$1000 in accordance with the last payment made. If no previous payments have been made then the shopper will be contacted to determine the required method of payment.
- (d) The Cash Reward is calculated on the amount of your purchase in the currency of the participating merchant, less any amounts referred to below in this clause.
- (e) You acknowledge that the Cash Reward to which you are entitled may vary where you have entered into an agreement with third parties in relation to the Program.
- (f) The Cash Reward to which you are entitled in any given transaction may depend on factors such as:
 - I. minimum spend;
 - II. maximum spend;
 - III. time of purchase; and/or
 - IV. number of purchases,

- (g) and may differ between Participating Merchants. These qualifying conditions and the corresponding Cash Reward or Cash Reward percentages for each Participating Merchant can be found at the CashBackCity Website.
- (h) The Cash Reward will not be earned in respect of the following amounts that may be charged to your iRefer123 Prepaid Card:
 - I. government charges (excluding GST payable in connection with the purchase of goods or services on which you earn a Cash Reward);
 - II. interest and other bank fees and charges including without limitation foreign exchange conversion fees and reversals (and any GST payable on any of these);
 - III. Excluded Transactions;
 - IV. balance transfers; and
- (i) payments in which you do not use the "savings" (SAV) facility, for purchases using the iRefer123 shopping card.

You may not receive a Cash Reward paid to your iRefer123 Prepaid card if:

- (a) your iRefer123 Prepaid card is cancelled for any reason;
- (b) your iRefer123 Prepaid Card has been lost or stolen (until the registered lost or stolen card has been removed from your iRefer123 Reward Account and has been replaced and you update your iRefer123 Reward Account details in accordance with this clause; or iRefer123 reasonably suspects that you have breached these Terms or the terms and conditions associated with your iRefer123 Prepaid Card in any way.

In order to continue using the Program, you must ensure that your iRefer123 Reward Account details reflect your current iRefer123 prepaid Card number. Replacement Cards must be re-registered to your existing iRefer123 Reward Account. In the event that you're your card is cancelled or lost or if you obtain a new Card, you must update your Card number in your iRefer123 Reward Account (following the procedure on the iRefer123 Website).

Any changes to your iRefer123 Reward Account (including to your User Information and iRefer123 Card number) will be updated by iRefer123 within 5 days.

Transferring Cash Rewards

Cash Rewards cannot be transferred between different iRefer123 Reward Accounts.

Identity Authentication

We use many techniques to identify our users when they register on our website. Verification of Users is only an indication of increased likelihood that a User's identity is correct. You authorize us directly or through third parties, to make any inquiries we consider necessary to validate your registration. This may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases. However, because user verification on the Internet is difficult, we cannot and do not guarantee any user's identity.

Interest on Funds

iRefer123 does not pay interest on funds credited to the iRefer123 Reward Account. Under no circumstances will iRefer123 provide credit or credit facilities to any iRefer123 Member or customer through this program.

Receipt of Rewards in the iRefer123 Reward Account

There are 3 types of shopping for a member.

- Online shopping at non iRefer123 stores (all irefer123 shops are identified as "nameofshop".maxcahbackrewards.com or "nameofshop.cbclifestyle.com"). Cash Back rewards for these types of transactions will be recorded as PENDING in your account until the funds are received from the merchant. This is normally within 45 days of the end of the current month in which the transaction took place.

- Online shopping at an iRefer123 store - "nameofshop.maxcahbackrewards.com" and "nameofshop.cbclifestyle.com" . These transactions will normally be available each week for cash back rewards and points but any "credit card" transactions will be set as PENDING for a minimum of 30 days. The reason for this is to cover the charge back risk. All rewards from purchases using your iRefer123 reward account (if accepted by a participating merchant) are available the next business day.

- Shopping at a local in-store cash back merchant. Cash back Rewards and benefits will be credited within 7 days.

The amount of the cash back for each transaction will be credited into a members irefer123 reward account. Members will see the transactions and cash back amounts listed in their iRefer123 Reward Account.

Effective Date of Agreement

These terms and conditions shall be in effect from the date the iRefer123 Members or Customers account is activated online.

iRefer123 Account Office

The iRefer123 Account will be administered by iRefer123 PTY Ltd, 5A /139 Sandgate Rd, Albion Qld 4010 (Po Box 102 Albion, Qld 4010).

iRefer123 agent Conduct

The iRefer123 Member agrees that they will not use this service to conduct any illegal activities.

Liability for unauthorised purchases

The member is responsible for unauthorised purchases/redemptions until the breach is reported to iRefer123. Once the member has reported to iRefer123 the member account will be deactivated. The iRefer123 member is responsible for fully cooperating in our efforts to recover from unauthorised users and to assist in their prosecution.

Notification procedure for lost or stolen information or unauthorised use

Notice of lost or stolen information or of unauthorised use must be reported immediately to iRefer123, via one of the following methods:

Telephone (+61 7 32560858 / 1300 788 273) or -24 hours a day, 7 days a week

Email: support@iRefer123.com

Notice may also be given in person during normal business hours at iRefer123's office

In writing to iRefer123 Ltd, Po Box 102 Albion Qld 4010, Australia.

Balances

You may obtain your iRefer123 Reward Account balances at no cost online by logging into your account at the iRefer123 Website. iRefer123 does not have an Australian Financial Services License and as such whilst the funds are held on your account for amounts payable, we are not a bank or approved depository and the balance reflects funds that iRefer123 owe you for cash back rewards and commissions.

Documentation of Transactions

When products are purchased in accordance with the program with online shops you must register with the SAME EMAIL ADDRESS as you used when you joined iRefer123. You must ensure you obtain and keep any receipt emails to this same address in order to verify and or claim any cash back or global point rewards. When products or services are purchased at an in-store local cash back partner and If the point-of-sale terminal is equipped to provide a receipt, you will receive a receipt at the time of your purchase or redemption. If you do not keep the receipt then you will not be able to challenge any cash back reward errors and omissions.

Refunds or returns and disputed transactions

Refunds or returns of goods or services purchased by you will trigger a reversal of the relevant Cash Reward associated with that transaction.

Where a refund or return of goods or services occurs after a Cash Reward has been claimed as a Cash Settlement, the Cash Settlement amount will become a debt due and payable from you to iRefer123 immediately (Debt). A reversal of the relevant Cash Reward associated with that transaction will occur, your iRefer123 reward Account will be debited by the relevant reversed Cash Reward, and the debit will be offset against other Cash Rewards in your iRefer123 Account including Cash Rewards you may earn in the future. iRefer123 may also recover the balance of the Debt from you directly and immediately upon request.

If you fail to comply with this clause iRefer123 may suspend your account immediately.

Error Resolution Solution

Telephone us at 1300 788 273, email to support@iRefer123.com or write to us at iRefer123 Pty Ltd, Po Box 102, Albion Qld, 4010, soon as you can if you think your transaction history or receipt is wrong or if you need more information about a transaction listed on the transaction history or receipt.

Provide us with your name, member number and contact details. Describe the error or the transaction you are unsure about including the date, and explain as clearly as you can why you believe there is an error or why you need more information. Tell us the dollar amount of the suspected error.

Legal Compliance

You shall comply with all applicable international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Services.

Legal Disputes

If a dispute arises between you and us, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and us agree that any controversy or claim at law or equity that arises out of this Agreement or the services ("Claims") shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by you and us. Before resorting to these alternatives, we strongly encourage users first to contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.

Arbitration

For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$AUD10,000.00, you or us may elect to resolve the dispute through binding arbitration conducted by telephone, online, and/or based solely upon written submissions where no in-person appearance is required. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Court

Alternatively, a court of competent jurisdiction may adjudicate any claim. Both parties agree to submit to the personal jurisdiction of the courts located within the agreed jurisdiction.

Alternative Dispute Resolution

We will consider use of other alternative forms of dispute resolution, such as binding arbitration or another location mutually agreed upon by the parties. All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the party who is first to assert a Claim, either through starting a court case or by starting arbitration. Should either party file an action contrary to this Section, the other party may recover legal fees and costs up to \$AUD1,000.00, provided that the party seeking the award has notified the other party in writing of the improperly filed Claim, and the other party has failed to withdraw the Claim.

iRefer123'S Liability

iRefer123 hereby limits its liability for any losses or damages caused by us up to a maximum value of \$AUD1,000.00. However, there are some exceptions. We will not be liable, for example:

- If, through no fault of iRefer123, a member does not have enough money in their account to complete a transaction.

- If circumstances beyond iRefer123's control (force majeure) prevent the transaction despite reasonable precautions that we have taken.

Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

No Warranty

WE, OUR EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. We shall make reasonable efforts to ensure that requests for electronic debits or credits involving bank accounts, and credit or debit cards or other payments are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing because our systems are largely dependent upon many factors outside of our control, such as delays in the banking system, mobile telephone networks or internet. Some jurisdictions may not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state or country to country.

Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the ACL (or any other applicable law that cannot be excluded, restricted or modified by agreement).

iRefer123's services come with guarantees that cannot be excluded under the ACL. You are entitled to have the services supplied again, or the payment of the cost of having the services supplied again, if the services were not rendered with due care and skill or if the services (or the products resulting from the services) were not fit for the particular purpose outlined in these Terms. For the purpose of this clause you acknowledge and agree that the services supplied by iRefer123 are limited to the Program, and that the particular purpose of iRefer123's services is limited to the purpose outlined in these Terms.

Limitation of Liability

IN NO EVENT SHALL WE, OUR EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states in some countries do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you . OUR LIABILITY, AND THE LIABILITY OF OUR EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARE 100% NOT LIABLE. IN JURISDICTIONS WHERE IT IS NOT LEGAL

TO PLACE A LIMIT ON LIABILITY, OUR LIABILITY WILL NOT EXCEED THE ACTUAL AMOUNT OF DIRECT DAMAGES.

Indemnification

You agree to indemnify and hold us, our parent, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.

Liability for Violations of the Acceptable Use Policy

If you engage in the following behaviour, we may fine you, as explained below:

Acceptable Use Policy –

- Using the service to receive and make payments for illegal wagers, illegal gambling debts or illegal gambling winnings, regardless of the location.
- Using the system to harass other users.
- Using the service to launder money.
- Any act of terrorism, violence or harm.

You and us agree that the damages that we will sustain as a result of the behaviour outlined above will be substantial, including (without limitation) fines and other related expenses from its payment processors and service providers, but may be extremely difficult and impracticable to ascertain. If you engage in such activities, then we may fine you \$AUD1,000 and/or take legal action against you to recover losses that are in excess of the amount fined. You acknowledge and agree that \$AUD1,000 is presently a reasonable minimum estimate of our damages, considering all currently existing circumstances, including (without limitation) the relationship of the sum to the range of harm to us that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult. You agree that we are entitled to deduct such fines directly from any existing balance in the offending account, or any other account owned by you.

If you use the service in a manner that violates the Acceptable Use Policy, including but not limited to the categories described above, your account will be subject to limitation or immediate termination.

You further understand that, if you use the service in a manner that violates the Acceptable Use Policy, including but not limited to the categories described above, we may incur substantial liability and/or suffer significant damages, including (without limitation) fines and other related expenses from its payment processors and service providers. By selling goods or services (including access to content) in contravention of the Acceptable Use Policy or the Restricted Activities section of this User Agreement, you acknowledge liability to us for any and all damages suffered by us. Without limiting the foregoing, you agree to reimburse us for any and all costs, expenses, and fines levied by our payment processors and/or service providers as a result of your activities.

You agree that, if either you or us commence litigation or arbitration in connection with this paragraph, the party that succeeds is entitled to recover reasonable legal fees and any other costs incurred in such a proceeding in addition to any other relief to which the prevailing party may be entitled.

Membership Fees

All Membership fees are set out in Fee Schedule attached to these terms and conditions. The membership joining fee is for 12 months subject to any qualifications we set out on the web site. Each year an annual membership fee will be levied and notified to each member 2 months before expiring. Your account and all transactions are made and displayed in the currency of your Cash Back Account or such other currency or equivalent we allow to be used.

Receiving Payments - Credit Card / Debit Card Deposit

In special circumstance we could accept a credit card or Debit Cards for the payment of the iRefer123 membership fees and you agree that you are responsible for the payment if it is reversed. If such reversal occurs on a credit card-funded payment, we will reverse the payment and debit your iRefe123 Reward Account balance to pay for the reversal. If there are insufficient funds in your balance, you agree to reimburse through other means.

Sending Payments and PIN security

All users have a payment transaction limit of \$AUD1,000per day for payments from their iRefer123 Reward Account unless the user has been verified by submitting picture identity documents..

To validate your iRefer123 Reward Account, we may phone you at random. If the mobile phone you register on setup is not available to receive this call, your iRefer123 Reward Account may be closed.

It is your responsibility to keep your secure code secure. This includes but is not limited to your requirement to delete any reference to the PIN which may save to your phone memory after a transaction. We are not liable for transactions where passwords have been stolen or where the security code has been copied.

Payments

You can request payment of your iRefer123 Reward Account by any of the methods we establish with the service. There is a minimum payment limit of \$50 and a maximum limit of \$AUD1,000per day unless another amount is agreed between you and us. You may withdraw funds to an Official Banking Institution, debit card, visa or master card or other approved payment institution.

Your Information and *Restricted Activities*

"Your Information" is defined as any information you provide to us or other users in the registration, payment process, shops or other features of our Service. You are solely responsible for Your Information, as we act as a passive conduit for your online distribution and publication of Your Information.

Restricted Activities

Your Information and your activities (including your payments and receipt of payments) through our Service shall not:

- be false, inaccurate or misleading,
- be fraudulent or involve the sale of counterfeit or stolen items,
- consist of providing yourself a cash advance from your credit card (or helping others to do so),
- be related in any way to illegal gambling and/or illegal gaming activities, including but not limited to payment or the acceptance of payments for illegal wagers, gambling debts or illegal gambling winnings, regardless of the location of gambling activity (including illegal online and offline casinos, illegal sports wagering and illegal office pools),
- violate our Acceptable Use Policy,
- infringe any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy,
- violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising),
- be defamatory, trade libellous, unlawfully threatening or unlawfully harassing,
- be obscene or contain child pornography,
- contain any viruses, Trojan horses, worms, time bombs, cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information.
- create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers,
- acts of terrorism violence or harm to another.

If you use, or attempt to use, the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

License

Solely to enable us to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in your information, in any media now known or not currently known, with respect to your information. We will use and protect Your Information in accordance with our Privacy Policy.

Trademarks

All related logos, products and services described in this website are either trademarks or registered trademarks of us, or its licensors, and (aside from the circumstances described below) may not be copied, imitated or used, in whole or in part, without our prior written permission. In addition, all page headers, custom graphics, button icons,

and scripts are service marks, trademarks, and/or trade dress and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

Notwithstanding the above, HTML logos provided by us through our Website may be used without prior written consent for the purpose of directing web traffic to the Service. These Logos must not be altered, modified, or changed in any way, or used in a manner that is disparaging to the Service. Logos may not be displayed in any manner that implies sponsorship or endorsement by us. Our system is a membership, and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Search Engine Marketing Guidelines ("SEM")

Unless you have been given permission otherwise, it is a condition of joining and using our service that you agree not to;

- Bid on the brand names of our affiliates, online shops or loyalty partners in SEM campaigns
- Use the brand name of our affiliates, online shops or loyalty partners in SEM advertising copy
- Use the brand name of our affiliates, online shops or loyalty partners in any display URL, or
- Squat on any URL owned by our affiliates, online shops or loyalty partners .

Our commission and loyalty partners invest substantial resources in recruiting top quality merchants, and unauthorised online activity runs a very serious risk of jeopardising campaigns for every affiliate. If you are found to be engaging in any of the above prohibited activities (without specific written permission) subsequent sales will not be commissionable and you will be liable for damages.

Termination or Closing Your membership

You can close your account at any time by lodging a support ticket on our Customer Service page or when the annual fee has not been paid. When an account closes, any pending transactions will be cancelled. Any funds that we are holding for you at the time of closure, less any applicable fees, within 30 days will be paid to you as per your instructions, assuming all withdrawal-related authentication requirements have been fulfilled. You cannot use closure of your account as a means of evading investigation: if an investigation is pending at the time you close your account, we may continue to hold your funds for up to 180 days as appropriate to protect us against the risk of reversals. If you are later determined to be entitled to some or all of the funds in dispute, we will release those funds to you. You will remain liable for all obligations related to your account even after such account is closed. If you do not access your account for a period of three years, it will be terminated. After the date of termination, we will use the information you provided to try to send you any funds that we are holding for you. If that information is not correct, and we are unable to complete the payment to you, your funds will be subject to applicable state laws regarding the escheat (handing over) of unclaimed property.

Remedies and Our Right to Collect From You

Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you by means other than electronically, immediately warn our community of your actions, place a hold on funds in your account, limit funding sources and payments, limit access to an account and any or all of the account's functions (including but not limited to the ability to send money or making withdrawals from an the account), limit withdrawals, indefinitely suspend or close your account and refuse to provide our Services to you if:

- you breach this Agreement or the documents it incorporates by reference,
- we are unable to verify or authenticate any information you provide to us,
- we believe that your account or activities pose a significant credit or fraud risk to us
- we believe that your actions may cause financial loss or legal liability for you, our users or us or
- your use of your account is deemed by us to constitute abuse of the credit card system or a violation of credit card rules, including (without limitation), using the system to test credit card behaviours.

Even if they have been recorded as completed in the Recent Activity or History Transaction Log of your account, transactions are not considered completed until the funds have been charged to the customer's funding source (for payments) or posted to the customer's bank account (for withdrawals). In addition, we reserves the right to hold funds beyond the normal distribution periods for transactions it considers suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds. If we close your account, we will provide you notice and pay you all of the unrestricted funds held in your account.

Additionally, to secure your performance of this Agreement, you grant to us a lien on and security interest in your account. In addition, you acknowledge that we may off-set against any accounts you own for any obligation you owe to us at any time and for any reason allowed by law. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. We may consider this Agreement as your consent to us asserting our security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to, and apart from, any other rights.

Assignment of Membership

You cannot transfer any rights or obligations you may have under this Agreement without our prior written consent. We reserve the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

DEFINITIONS

In these Terms:

ACL means the Australian Consumer Law as found in Schedule 2 to the Competition and Consumer Act 2010 (Cth);

Bank Account means the bank account linked to your iRefer123 membership;

CashBackCity Website means www.cashbackcity.net

Cash Reward means the value of cash-back rewards that are registered to your iRefer123 Account, based on qualifying transactions using the Program with Participating Merchants;

Cash Settlement means the amount of any Cash Reward that is deposited into your Bank Account in accordance with these Terms;

Customer means a shopper who joins iRefer123 program to obtain cash back rewards.

Excluded Transactions means any transaction where you:

- (a) receive from a Participating Merchant a cash substitute (including, but not limited to, using your iRefer123 prepaid card to purchase gambling chips or tokens, travellers' cheques or money orders, gift certificates or to load value to a stored value card or facility);
- (c) use the iRefer123 prepaid card to pay bills through a third party (such as Bpay®) where the Participating Merchant whose bill is being paid; or
- (d) use the iRefer123 prepaid card to pay bills over the counter at a financial institution;

iRefer123 prepaid card is issued for use in a specific country. In Australia the iRefer123 shopping card is an eftpos debit card issued by Ipay Marketing Pty Ltd. The Cardholder Terms and Conditions are sent to the card holder with the delivery of the card.

iRefer123 means iRefer123 Pty Ltd ABN 53 152 993 630

iRefer123 reward Account means your registered account with iRefer123, which enables you to use the Program and where your Cash Rewards are recognised;

Members means an ordinary member who has paid a joining fee and receives additional commissions calculated on a monthly basis for referring participating merchants, community groups and Business owner members. A Community group member is a member who joins to allow their membership base to join iRefer123 to obtain cash back rewards. A Business owner member means a participating merchant who also wants to refer their customers to iRefer123 so their customers can obtain benefits at other participating merchant locations.

Participating Merchants means merchants and retailers who participate in the Program from time to time by providing a Cash Reward. A full list of current Participating Merchants can be found at the CashBackCity Website;

Privacy Policy means iRefer123's policy on how it collects, uses and discloses your personal information, set out at www.irefer123.com/downloads/irefer123privacypolicy;

Program means the iRefer123 Cashback and Rewards Program;

Terms means these terms and conditions of use; and

User Information means any information that iRefer123 may request and that you provide to iRefer123 including your address, email address, phone number and other personal information, password.

Unless otherwise specified, all references to a "bank" in this Agreement include savings associations and credit unions, and all references to a "credit card" also include Visa, MasterCard, American Express, Discover, China Union Pay and other branded debit cards.

Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Queensland, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

Contact us

If you have questions about the Program, please contact us by logging onto the iRefer123 Website, selecting the "contact us" link and providing us with your questions or queries in the template provided.

Force majeure

iRefer123 will not be liable to you for any delay or failure to perform its obligations under these Terms as a result of a cause beyond its reasonable control, including acts of God.

Schedule 1 - Fees and Charges

Fees for Regular Members	Currency	Fee (excl GST)
1. Joining Fee	USD	\$295.00
2. Annual Membership Fee	USD	\$99.00
3. Credit Card Surcharge - Join Fee	USD	\$10.00
4. Wire acceptance fees on Join	AUD	\$35.00
Fees for Community Groups		
5. Annual Membership fee	AUD	\$200.00
Fees for Business Owner Member		
6. Annual and join fees – included in participating merchant fees		Included
Customer Join Fee		Free
iRefer123 Program Fees		
7. Payout to Bank Account		Free
8. Activation fee on the first load to the iRefer123 prepaid card - Australia	AUD	\$1.50
9. Online Access		Free
10. Purchase – iRefer123 prepaid Cards – Australia (refer www.irefer123.com/cards/terms)	AUD	delivery cost

