

Fettle Affiliated Provider Terms of Service

These terms of service (the “Terms of Service”) describe the participation in the Fettle Affiliate Provider Program. The terms “Affiliate,” “Affiliate Provider,” “Provider,” “you,” and “your” are referring to you, the person who is applying to participate in our Affiliate Provider Program. “We” and “our” refer to Fettle Ltd.

You and we are independent parties, and you agree that this Agreement shall not create any form of partnership or employer-employee relationship between us. If you are accepting this Agreement on behalf of another person or a company, you agree that you have authority to bind them.

To be eligible to participate as an Affiliate Provider, you must be a provider of health or medical services in New Zealand, with appropriate legal registrations. The acceptance of your membership to the Affiliate Provider Program is up to the discretion of Fettle Ltd, and your registration request may be denied by Fettle Ltd. During the registration process, you may be asked to provide certain information. In providing this information you represent and agree that all information is, and will remain, truthful and current.

Terms and Termination

This Agreement will begin upon our acceptance of your affiliate application and will end when terminated by either party in accordance with these Terms of Service.

We reserve the right to determine whether you remain eligible for membership or terminate your participation with us at any time, by written notice with immediate effect for any reason, but specifically, we may do so if you or your site or social media accounts violate any of these Terms of Service or any applicable law.

The Affiliate Provider may terminate their membership, with or without cause, by giving the other party no less than 6 weeks’ written notice of the termination in accordance with this Agreement. Once the membership is terminated, you will immediately cease your participation with the site, your inclusion within the Provider network, remove any offers, content, links or creative that has been provided to you by us or our advertisers.

Modification

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion and will provide you with written notice of the change. If any of the modifications are unacceptable to you, you may immediately terminate this Agreement and notify us of such termination; you must not continue participating in the affiliate program. By continuing to participate in the program following receipt of the modified Terms of Service, you are indicating that you accept the modifications and agree to comply with them.

Our Responsibilities

You acknowledge that Fettle’s role is as a facilitator of specified health services. It is not a healthcare provider and does not hold and funds on behalf of clients or facilitate any payments.

Fettle Ltd will provide Affiliate Providers information pertaining to the financial holdings of a Fettle members portfolio when required. This information will be true at the time of request, however Fettle Ltd cannot guarantee that the portfolio will not change between point of contact, and invoicing. Fettle confirms that it holds all necessary consents from members to provide this information.

Fettle Ltd will display all the information provided by the Affiliate Provider in the Fettle Provider Network, to ensure ease of contact and booking for Fettle members. Fettle Ltd will advertise all Affiliate Providers as preferred providers for the services outlined by the Provider. Approval will be sought from the

Affiliated Provider pertaining to the information in the Network, prior to inclusion. Affiliated Providers may alter the contact details and services offered at any time, by contacting Fettle Ltd.

Fettle Ltd will not receive commission on any payments to an Affiliate Provider by a Fettle Member.

Affiliates Responsibility

Affiliate providers must ensure the discount agreed upon is provided to all Fettle members (provided those members meet any agreed criteria), regardless of service or invoice total, and this discount will be displayed in the Provider Network.

Affiliate Providers are not required to apply the agreed upon discount to Southern Cross co-payments, or where a service discount already applies.

If the Affiliate Provider wishes to change their agreed upon discount for Fettle members, they will provide Fettle Ltd with 6 weeks' notice in writing of the desired change, to allow for sufficient communication of this change to Fettle members.

The Affiliate Provider must ensure that any personal information provided to it relating to Fettle members is kept confidential and is not disclosed to any person without the relevant Fettle member's consent. The Affiliate Provider must at all times comply with any applicable obligations under the Privacy Act 2020.

Data And Intellectual Property

Fettle Ltd owns (or has a licence to use) all intellectual property in any materials provided to the Affiliate Provider in connection with the Fettle Affiliate Provider Program.

Once you are approved, and so long as you remain eligible, you are granted a non-exclusive, revocable, non-transferable license to use materials that are provided to you by us or an advertiser for the advertisement of membership in the Fettle Affiliate Provider Program. Any advertisement of the Fettle membership must not contain any information or imagery outside of that provided. You do not have any intellectual property rights in any of those materials.

Liability/ Indemnity

Except where prohibited by law, by participating as a member in the Affiliate Provider Program you indemnify and hold harmless Fettle from any actions, claims, losses, damages, liabilities, and expenses including legal fees arising out of or in connection with your violation of these Terms of Service or any breach of law or regulations. The Affiliate Provider agrees it is the sole responsibility of the Fettle Member to pay for the services provided by the Affiliate Provider, and Fettle Ltd holds no responsibility to compensate the Affiliate Provider in a debtor situation.

You acknowledge that you are entering into these Terms of Service in trade and therefore any implied guarantees or warranties under the Consumer Guarantees Act 1993 shall not apply.

By ticking that you agree to the Terms of Service, you are acknowledging you have read and agree with the terms and conditions of this agreement.

You have independently evaluated the desire to participate in this program and are not relying on any representation, guarantee or statement other than what is set out in these Terms of Service.