

GROW-ME Terms and Conditions

BACKGROUND INFORMATION

Grow-Me is the owner and operator of a site on the World Wide Web which is devoted to promoting and advertising training and development providers and resources which are located at the following domain address: www.Grow-Me.com;

The Provider wishes to obtain a graphic link and provide content on the Grow-Me website on which users of the Grow-Me website can click to be transported to the Provider's site; and

Grow-Me is willing to provide such a referral process on the Grow-Me website for the Provider, in consideration for receiving compensation as set forth in this Agreement;

In consideration of the promises and binding agreements set forth herein, Grow-Me Ltd and the Provider agree as follows:

1. PROVIDER CONTENT

The Provider shall place their own content and images on the Grow-Me website so that the Provider's content and graphic is immediately visible upon the Grow-Me website by all Users when loaded into the standard industry browsers.

Subject to the terms of this Agreement, the Provider hereby gives permission to Grow-Me to use, copy, display and perform (privately and publicly), publish, transmit, the content in whole or in part, separately or together with the Provider trademarks, on or in connection with the promotion or marketing of the Grow-Me website in any medium, now known or hereafter devised, including, without limitation, in connection with any demonstration, promotion, advertisement or publicity of the Grow-Me website. Without limitation of the foregoing, the rights granted to Grow-Me include the following: (i) the right to enter the content and the Provider trademarks into Grow-Me files, storage space and databases; (ii) the right to store, process, retrieve and transmit and to authorize others to store, process, retrieve and transmit the content and the Provider trademarks on or in connection with the Grow-Me website in any manner or media, now known or hereafter discovered or devised; (iii) the right to reasonably juxtapose and combine the content with materials owned and/or controlled by Grow-Me, and/or by third parties for the purpose of promoting and advertising the Grow-Me website.

The Provider shall be given access to enter content onto Grow-Me website from the agreed date. Thereafter, during the Term of this Agreement: (i) The Provider shall create, update and maintain the content; and (ii) provide the content for publication and distribution on the Grow-Me website. If within thirty (30) days after receipt by the Provider of a Delivery Notice from Grow-Me, the Provider fails in any material respect to deliver substantially all of the content referenced in such Notice, this Agreement may be terminated by written notice from Grow-Me to the Provider. The onus resides with the Provider to keep their content relevant and up to date. Grow-Me shall advise the Provider of corrections or outdated content.

2. GROW-ME WEBSITE FUNCTIONS

Grow-Me shall have the following website function responsibilities:

- a. Use reasonable efforts to establish, maintain and operate the website at its expense within the terms of this Agreement;
- b. Host content on servers and provide specifications, and support for the Providers to transport their content to the Grow-Me website; including the maintenance of file or storage space reasonably sufficient to store current content made available by the Provider for a reasonable time consistent with commercially prudent operation of the website, provided Grow-Me shall not be obligated to archive content that has been updated, replaced or becomes obsolete;
- c. Provide telephonic training on the Grow-Me website which it will make available to the Providers, should the need arise;
- d. Provide various operational features on the Grow-Me website to make it a competitive on-line service which may include Information access, on-line communications and applications, file copy services, electronic shopping capabilities, chat forums, bulletin boards, and Internet standard security for transactions and user data input, all subject to Grow-Me's right to determine, in its sole discretion, the features that will be available with the website and the date of availability;
- e. Provide customer care, including develop and promulgate guidelines for customer care and service, maintain a provider registration process, perform all billing functions, manage billing inquiries and complaints, collect usage data, develop and adhere to quality control functions, provide customer support and refer inquiries to The Provider where necessary, monitor and maintain system performance.

3. INVESTMENT

INVESTMENT – FEE BASED NAMED LEADS

In consideration for the referral rights provided by Grow-Me hereunder, the Provider shall pay Grow-Me an amount equal to NZ\$10 or NZ\$5 as defined in this Agreement. The fee options are determined by the classification of courses and workshops by the provider.

Grow-Me's Lead Fee is calculated on a monthly basis and payment shall be calculated on the last day of the month, payment is due on the 20th Day of the following month. Grow-Me's Lead Fee shall be determined by calculating the number of bookings or enquires by Users on the Grow-Me website.

Option 1: NZ\$10 Lead Fee for Professional Development and Industry Specific Courses

The Provider has courses classified under Professional Development or Industry Specific. The names of all customers who book or enquire about these courses will be considered a Lead and will incur a NZ\$10 per booking or enquiring fee. Providers are notified immediately by the Grow-Me website of a booking or enquiry and the onus resides with The Provider to convert this Lead into a confirmed sale.

Option 2: NZ\$5 Lead Fee for Personal Interest Courses

The Provider has courses classified under Personal Interest. The names of all customers who book or enquire about these courses will be considered a Lead and incur a NZ\$5 per booking or enquiring fee. Providers are notified immediately by the Grow-Me website of a booking or enquiry and the onus resides with The Provider to convert this Lead into a confirmed sale.

Option 3: NZ\$0 for Free Courses

The Provider has courses that they offer free of charge to customers. These courses generate no revenue being run purely to increase Public Awareness around a defined topic.

Leads are identified by their name, surname and email address they provide at time of booking of booking or enquiry. The customer will be directed directly to The Providers web site and The Provider shall handle all exchanges of monies. The Provider shall also undertake to operate from a position of fairness, trust and with upstanding business ethics and shall inform Grow-Me of any referrals from Grow-Me to the Provider that have resulted in Sales Revenue external to the Grow-Me online booking process.

Grow-Me agrees to keep accurate books and records at its principal place of business relating to all factors used in accordance to the terms of this Agreement to arrive at the monthly fee payable by the Provider. This monthly fee will be invoiced on the closing day of business for the relevant month and is payable within 30 days. Grow-Me shall make such records available for inspection by the Provider at Grow-Me's principal place of business upon 7 days written notice from the Provider.

Grow-Me agrees to take all reasonable steps to maintain continued access to its website by the public so as to maximize potential sales revenues to its site. However, all decisions relative to allocation of space and placements on the Grow-Me website and fees charged for advertising shall be in the reasonable business discretion of Grow-Me.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that on the Effective Date and during the entire term of the Agreement:

- a. The representing party has the unrestricted right to enter into this Agreement, and this Agreement does not conflict with any other agreement or obligation by which such party is bound.
- b. The representing party's Website does not violate the proprietary rights of any third parties, including without limitation, copyright, trademark, trade secret, privacy, publicity or other rights.
- c. The representing party's Website does not violate any laws, rules, regulations or statutes of any country or local government.
- d. The representing party's Website does not include any material which is harmful, pornographic, abusive, hateful, obscene, threatening, or defamatory or which encourages illegal activities or racism or promotes software or services which deliver unsolicited email.
- e. The representing party's Website does not contain links to sites displaying the type of material defined in (d) above through a single connection.

5. INTELLECTUAL PROPERTY

Except as expressly licensed under this Agreement, each party retains all rights in their respective Websites, and each of their respective trademarks, copyrights, and intellectual property rights.

6. INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party, its officers, directors, employees and agents, from and against any claims, actions, causes of action, suits, threats or demands, including without limitation reasonable attorney fees and costs, alleging or resulting from the breach of the warranties made by such party in this Agreement. The parties shall provide notice to the other party promptly of any such claim, suit, or proceeding and shall assist the other party, at the other party's expense, in defending any such claim, suit, or proceeding.

7. COPYRIGHT

The Provider grants to Grow-Me a nonexclusive, worldwide license to copy and publicly display the image which includes the content, images and trademarks of the Provider as provided in and subject to the terms of this Agreement.

8. TERM

This Agreement shall be in place from the Date on which The Provider appears on the Grow-Me web site and shall remain in place unless either party gives written notice of termination to the other party of at least 30 days. Notwithstanding the above, either party may terminate this Agreement, with or without cause, upon giving 30 days advance written notice to the other party. Furthermore, this Agreement may be terminated immediately upon written notice to the other party in the event of a substantial breach of this Agreement by the other party.

9. GOVERNING LAW

This Agreement and the relationship between the parties shall be interpreted under the laws of New Zealand.