

Console Partner Program



This guide describes the Console Partner Program. Use this guide for information about the program, including the program structure, membership qualifications, program requirements and resources, and policies and procedures.

Introduction

The Console Partner Program draws on the expertise of select market leaders to deliver complete solutions to our customers. Console Partners specialise in providing incremental services including full technical support, data migration, business process review, application customisation and end user training and integration.

Console's Partner Program provides direct client referrals and a wide range of complementary products and services, helping clients get more from their Console implementations.

How does the program work?

There are three levels of membership in the Console Partner Program:

- **Registered Partners*** - Entry level program membership
- **Certified Partners*** - The next level of program membership
- **Gold Certified Partners*** - The highest level of program membership

Based on your membership level, you will receive a set of program resources that support each stage. Program resources vary by membership level and include marketing tools and services, technical support, and training. Qualify and move up in membership level by earning Partner Points, which are earned for activities related to servicing and training customers.

Console's Partner Program provides a structured framework that allows Console and its Partners to work together toward the achievement of their partnership goals.

In order to join the Console Partner Program, a potential Partner must meet the following eligibility guidelines:

- Console product knowledge
- Strong financial health
- Strong fit between Console applications and the Partner's products or services
- Strong overlap between Console and Partner's target audience or customer base
- Customer references

*Program fees to be advised

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Membership Levels



Registered Partner Level

Console will supply the Registered Member with access to training on Console software products. These courses form one of the requirements that must be completed prior to the Partner commencing support in their specified area. At this level you have easy access to many resources you can use to serve customers and grow your market potential.

Program Fees to be advised.



Certified Partner Level

Certified Partners specialise in providing incremental services including full technical support, data migration, business process review, application customisation and end user training and integration. At this level you have the opportunity to preview products and have access to additional resources and tools to help your business grow.

Program Fees to be advised.



Gold Certified Partner Level

Gold Certified Partners represent the highest level of competence and expertise with Console technologies. At this level you have access to the resources and support you need to stand out in the marketplace. You receive priority listing in Console directories, and other top-level benefits. Gold Certified Partners will also be entitled to receive a sales commission when making a sale. The Console Partner Program is designed to recognise your expertise, reward you for the total impact you have in the marketplace, and deliver value to help your business thrive. Gold Certified Partners are to hold an affiliation with Console only and no other competitors in the industry.

Program Fees to be advised.

Partner Categories

Technical Support

Partners providing technical support have a complete understanding of hardware and networking technologies including wireless and cabled methods. Working with a wide range of operating systems and applications, Partners provide the necessary tools to complete new installations and upgrades of existing Console Gateway sites. Partners must have the ability to maintain and troubleshoot existing Console Gateway site installations.

- Hardware & Software Support*
- System Security*
- Shares and Permissions*
- Server / Office Relocations
- Troubleshooting
- Operating System Installations*
- Database Management*
- Networking*
- Internet Support*
- Operating System Maintenance*
- SQL Server Installations & Removal
- Backups and Restores
- Web Applications*

* Assumed level of knowledge

Consulting Support

Consulting Partners provide assistance with many aspects within the real estate industry. Database configuration, data migration, balancing issues, trust account processing and transactions, Gateway specific and real estate industry training. Consulting partners have a complete understanding of Gateway Mobile, ShowReal and OnlineAgent.

- Comprehensive Training & Support
- Reconciliation*
- Change of ownership
- Data merging
- Data Migration
- Trust Account Database setup
- Extensive Trust Accounting*
- Crystal Report Design
- Restoring Databases
- Mid & End of Month processing*
- End of Financial Year reporting*
- Importing & exporting
- Bookkeeping services*

* Assumed level of knowledge

Membership Level Benefits



Registered Partner Level

- Newsletters - Get news on campaigns and product developments delivered straight to your inbox. Get the information you need to better serve your customers and ensure the success of your business.
- Training Courses - Console will supply the Partner with access to training on Console software products. Courses to be completed in-house or via webinar sessions: Property Management Essentials, Sales Administration, Trust Account Manager, Master Class, Holiday and Commercial.
- Resource Centre - my.console online resource centre enables you to modify and update your account and contact details, book training or watch any number of training videos. You can also shop online, download software updates and gain access to our extensive library of support and self-help resources. This interactive, user friendly, self service facility is available 24/7.
- Free Product Activation - Free access and use of the Gateway suite of products.
- Website Listing - All Registered Partners will be listed on the Console Website



Certified Partner Level

- Newsletters - Get news on campaigns and product developments delivered straight to your inbox. Get the information you need to better serve your customers and ensure the success of your business.
- Training Courses - Complimentary training courses and webinar sessions are available.
- Resource Centre - my.console online resource centre enables you to modify and update your account and contact details, book training or watch any number of training videos. You can also shop online, download software updates and gain access to our extensive library of support and self-help resources. This interactive, user friendly, self service facility is available 24/7.
- Free Product Activation - Free access and use of the Gateway suite of products.
- Website Listing - All Certified Partners will be listed on the Console Website
- Marketing Material- Console will provide marketing material and training manuals to further benefit your customers.
- Training Credits - All Certified Partners will receive four complimentary training credits. These credits may be given to a customer of your choice. Four Console training credits will enable your customers to attend one in-house training session or two webinars free of charge.
- Product Preview - As a Certified Partner you will receive product previews.
- Branding - We recognise that our Certified Partners are acting on behalf of Console and will therefore be provided with a Console corporate shirt.



Gold Certified Partner Level

- Newsletters - Get news on campaigns and product developments delivered straight to your inbox. Get the information you need to better serve your customers and ensure your own business success.
- Page 5: First paragraph at the very end, change monthly instalments, to quarterly instalments.
- Training Courses - Complimentary training courses and webinar sessions are available.
- Page 11: Last section titled "Conditions Governing Accredited Partners who are Resellers"
- Resource Centre - my console online resource centre enables you to modify and update your account and contact details, book training or watch any number of training videos. You can also shop online, download software updates and gain access to our extensive library of support and self help resources. This interactive user friendly self service facility is available 24/7.
- c) In respect of each qualifying sale you will receive 35% commission after providing a completed Subscription Agreement. Sales commission will be 35% of the monthly subscription (ex GST) for the period of the contract (maximum 12 months). This is on paid subscription only.
- Free Product Activation - Free access and use of the Gateway suite of products.
- d) The first commission payment will be due to the partner 3 months after commencement of the subscription. Thereafter commission will be paid in arrears in quarterly instalments. (delete the last sentence).
- Website Listing - As a Gold Certified Partner you will receive priority listing on the Console Website.
- Marketing Material - Console will provide marketing material and training manuals to further benefit your customers.
- Training Credits - All Gold Certified Partners will receive eight complimentary training credits. These vouchers may be given to a customer of your choice. Eight Console training credits will enable your client to attend two in-house training sessions or four webinars free of charge.
- Product Preview - As a Gold Certified Partner you will receive product previews.
- Beta Testing - As a Gold Certified Partner you will be invited to participate in beta testing projects.
- Branding - We recognise that our Gold Certified Partners are acting on behalf of Console and will therefore be provided with a Console corporate shirt.
- Annual Briefings - Enjoy an annual luncheon with your peers: the perfect place to connect and share ideas.
- Online Booking Form - Clients will have the ability to make a booking requesting partner services. Bookings will be received by the Partner via an email direct from the client.
- Sales Commissions - As a Gold Certified Partner you have the opportunity to apply to sell the Console product suite directly to customers and to receive a commission on any sales you make. Sales commission will be 35% of the monthly subscription (ex gst) for the period of the contract (maximum 12 months). Commission will be paid in arrears in quarterly instalments.



Sales Commissions - Gold Certified Partners Only

As a Gold Certified Partner you have the opportunity to apply to sell the Console product suite directly to customers and to receive a commission on any sales you make. Sales commission will be 35% of the monthly subscription (ex gst) for the period of the contract (maximum 12 months). Commission will be paid in arrears in quarterly instalments.

To be eligible to receive a sales commission, Gold Certified Partners will be responsible for securing a commitment from the customer and ensuring the customer signs the Console Subscription Agreement Form. Signed Subscription Agreements will only be processed once they have met Console's approved sales guidelines, this includes a complete and accurate Subscription Agreement form and a complete and appropriate implementation package.

Partners are required to present a complete implementation package to the customer, at a minimum this should be equivalent to Console's standard implementation package. Completed Subscription Agreement forms must be sent to sales@console.com.au to register the sale for processing.

As a Console approved Sales Partner you will receive full and ongoing sales training on the Console product suite, implementation packages, demonstration tips and sales collateral. You will also be required to work closely with the Console Sales team when working together to close a deal.

Console welcomes the opportunity to work with our Gold Certified Partners in the area of sales with a goal of reaching full market potential in all phases of the business cycle.



Program Requirements

Registered Partner Level

- Completion of the Console Gateway training courses
- Earn 25 qualifying points
- Submit three business references

Certified Partner Level

- Be an active Registered Member of the Console Partner Program for a minimum of 12 months
- Earn 50 qualifying points
- Meet the appropriate certification requirements
- Submit three customer references

Each customer reference must feature a project that you have completed for a customer within the last 12 months. Each reference will be verified with your customer. Upon approval, the reference will be valid up to one year after your program anniversary.

Gold Certified Partner Level

- Be an active Certified Partner of the Console Partner Program for a minimum of 12 months
- Earn 100 qualifying points
- Meet the appropriate certification requirements
- Submit three customer references

Each customer reference must feature a project that you have completed for a customer within the last 12 months. Each reference will be verified with your customer. Upon approval, the reference will be valid up to one year after your program anniversary.

** Assess your qualifying points rating by referring to page 7.

Course Content, Options and Credits

To become a Console Registered Member, the following courses must be completed:

- PM Essentials** - Navigating Gateway, Data Entry, Receipting, Banking, Back-ups, Maintenance, Inspections, Gateway Today, Actions (Appointments, Calls, Letter, Email Tasks), WordPro and Reports.
- Trust Account Manager** - Advanced Receipting, Tenant Invoices, Owner Change Wizard, Managing Payments (Cheque, Journal, Pending, Wizard), Reconciliation, Disbursement Process (Bonds, Mid-Month, End of Month) and End of Financial Year.
- Sales Administration** - Navigating Gateway, Sales Properties (Appraisal, For Sale, Web uploaded, Prospect Matching, Sold Wizard), Actions, Inspections, Sales Property Reports, WordPro, Advertising (Plans, One-off, Processing, Statement, Vendor Paid, Journal at Unconditional, Pending), Create Manual Sale File, Sales Deposit, Banking, Commissions, Deposit Refund, Settlement, Reports, IBD, Monthly Close.
- Master Class** - System Security, Views, Action Plans, Custom Tab, Report Designer, Word (Expert Content), Customise Condition Reports and Pocket Gateway.
- Holiday** - Holiday Rates, Data Entry (Owner, Property, Tenant), Bookings, Calendar, Receipts, Backup, Banking and Reports.
- Commercial** - Data Entry (Buildings, Owners, Properties, Tenants), Invoicing, Bonds, Receipts, Backup, Banking, Inspections, Sales Transactions, Maintenance, Reports, Arrears, Actions (Appointments, Calls, Letter, Email Tasks) and WordPro.

These courses are provided in-house or via webinar sessions.

Options:

- 2 in-house courses plus 4 webinar sessions
- 6 webinar sessions
- All in-house classes

Credits:

- 4 credits = 1 in-house course
- 1 credit = 1 session of a webinar course
(4 sessions complete 1 webinar course)

Webinar Sessions:

- PM Essentials = 4 sessions
- Trust Account Manager = 4 sessions
- Sales = 4 sessions
- Master Class = 3 sessions
- Holiday = 2 sessions
- Commercial = 3 sessions

Partner Points

Partner points are used to recognise the depth and breadth of participation in the program and your impact in the market. Earning Partner Points enables you to qualify for and achieve higher membership levels.

Technical Certification	Points
Setting up wireless / cabled networks	5
Network shares and permissions	2.5
Windows user accounts and regional settings	2.5
Installation and configuration of applications in a Terminal	
Server environment	2.5
Remote desktop configurations	2.5
Security applications (firewalls, anti virus, etc)	2.5
Windows registry modifications	2.5
Custom SQL server installations & removal (data directory, program directory and configuration)	5
Advanced system troubleshooting (software, hardware)	5
Gateway installation	2.5
Gateway upgrades	2.5
Gateway licensing	2.5
Gateway backup and restore	2.5

Console Consulting & Technical Appointments	Points
Console jobs per month 1—4	2
5—9	5
More than 10	10

Installation and Configuration of the Gateway Suite	Points
Gateway Mobile	2
OnlineAgent	2
ShowReal	2
OnlineSMS / OnlineText	2
CSI (YesBookit)	2

Implementation & Training of the Gateway Suite	Points
Gateway Mobile	2
OnlineAgent	2
ShowReal	2
OnlineSMS / OnlineText	2
CSI (YesBookit)	2

Consulting Certification	Points
Trust account database setup within Gateway	2.5
Data migration	5
Mid and End of Month processing	5
Reconciliation and balancing issues	5
Daily transactions (reversals, journals, pending payments etc)	2.5
Data merging (Word, Wordpro)	2.5
SQL query writing	5
Change of Trust Account	2.5
Gateway Wizard Applications	2.5
Invoice Wizard for Commercial Applications	2.5

Additional Categories	Points
References	5
Anniversary	5
Survey Participation	2.5
Training Course Attendance / Webinars	2.5
Microsoft Certification	5
Other Affiliations: Citrix, CISCO, VM Ware, HP, IBM	2.5
Interaction / feedback	2.5
Real Estate Industry Training	2.5
Business Consulting	2.5
Cert IV in Training Workplace Assessment	5
MYOB / Quickbooks Certification or other affiliations	2.5
Referrals	10

Program Resources Glossary

Welcome to your new secure Partner Resource Centre. my.Console provides Partners with access to:



Webinars and Training Schedules
covering: PM Essentials, Sales Administration, Trust Account Manager, Master Class, Holiday and Commercial.



Product Previews
Feature Requests
Certified and Gold Certified Partners



Downloads and Updates
Knowledge Base and Release Notes



Training Credits
Use your Console dollars and donate training credits to your clients
Certified and Gold Certified Partners



NewsReal
Campaigns and product developments delivered straight to your inbox



Marketing Material
Gateway Information, Report Examples, Sales Management, Property Management
Certified and Gold Certified Partners



Support Cases
Create your support case direct to the Partners Queue for support assistance



Training Manuals
PM Essentials, Sales Administration, Trust Account Manager, Master Class, Commercial and Holiday.
Certified and Gold Certified Partners



Console Logos
Download your Partner Logo for marketing convenience



Beta Testing
Gold Certified Partners only will be invited to participate in Beta testing.

The level of access is dependant upon your level of partnership.

Certified and Gold Certified Partners
Link a client.
View Linked clients.

Gold Certified Partners Only
Book an Install or Migrate.

Gold Certified Partners Only
Known Issues and Fixes.
Confidential.

Gold Certified Partners only
Sales comission.

Console Support Information

Core Technologies Supported

Operating Systems and Auxiliary Applications supported under this SLA are as follows:

Windows Server 2000, 2003, 2008
Windows 2000, XP, Vista, 7

Terminal Services

Microsoft SQL 2000, Microsoft SQL 2005

Pocket PC, Windows Mobile

Microsoft Office 2002, 2003, 2007

Console Gateway 2003, 2007

ShowReal, Online Agent

Pocket Gateway , Online SMS



Support Hours

- Technical Support by phone is open from 8:30am to 5:30pm, Monday to Friday, AEDST.
- There will be no support provided on the Australian National Public Holidays.
- There will be no after hours support provided.
- Problems will typically be addressed within 24 hours. If the issue is still unresolved the case will be escalated to our Senior technicians for further investigation.

Delivery of Services

- My.Console will be provided as a link from the main Console website. Each partner will be provided with login access.
- Partners will be provided with a unique telephone number which will bypass current help queues, providing partners with faster access to a Console technician to assist with a resolution.
- A designated email address will be available for communication of specific partner related issues.

Partner Obligations

- In order to assist the Console Support team in providing the level of support required please ensure that:
- All support requests are initiated through the partner support telephone number, my.console or email address
- As much information as possible is provided when making the support request
- Any required data must be provided via my.console or the Console FTP site

Terms and Conditions

1) Scope

Console is a provider of business solutions to real estate agents. This solution consists of an appropriate mix of a software application and various services such as training, software implementation and consulting. Console is looking to use partners to help deliver and sell these solutions to real estate agents.

2) Definitions for Terms and Conditions

In this agreement, unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing the masculine gender include all other genders and the following words shall bear the meaning set out hereunder:

- a) affiliations Partners must advise Console of all other similar affiliations. Console may use these to determine final partnership level.
- b) agreement refers to these Terms and Conditions in conjunction with all information provided to Console in the completed Console Partner application.
- c) applicant means the person or company completing the application and identified in Section A of the Partnership Application Form.
- d) application means the completed form and supporting information required as a prerequisite to entering into the Console Partner Program.
- e) competency tests means the completion of the technical and/or consulting exam/s. All Partners must pass the competency tests before provide services to the customer.
- f) client means the party whose name appears in the Subscription Agreement form as Company/Partnership/Sole Trader or an employee or nominated representative of this party
- g) customer means the party whose name appears in the Subscription Agreement form as Company/Partnership/Sole Trader or an employee or nominated representative of this party
- h) partner services means tasks you may perform / undertake in your role as a Console Partner based on your competency test/s.
- i) partner means one who is a member of the Console Partner Program and is recognised by Console in the assistance of providing services to clients.
- j) qualifying points means the total partner points representing the level of participation in the Partnership Program. Partner points are calculated per item per value.
- k) service levels means the technical and consulting items as specified under Partner Categories in accordance with this agreement
- l) software means the software programs listed in the Subscription Agreement form.
- m) system means the software, hardware and training supplied as detailed in the Subscription Agreement form.
- n) training credits means training vouchers which provide complimentary training session participation. Only Console can authorise the use of training vouchers to the Client. Only the Client can present the training vouchers to their nominated Customer.

The headings in this agreement are for convenience of reference only and shall not affect the interpretation thereof.

3) Privacy Disclosure

Under the Privacy Act (Cth) 1988 and pursuant to the National Privacy Principles, Console is obliged to inform you of the following. The information we ask you to provide as part of the application process is used to assist us in offering you services under the Console Partner Program; to communicate with you about the Partnership Program and Console products, to inform you about product upgrades and important changes to the product and to provide you with details of training programs. This information essentially comprises your name, your company, contact details and high level business details (if appropriate). We may also use this information to inform you about other Console or related products and services. Console is sensitive to its users' need for privacy, and retains strict control over the information that it gathers from its users. If you do not provide us with all of the information that we seek as part of the registration process, this may result in Console being able to less effectively communicate with you. Under the National Privacy Principles, you are able to gain access to any personal information that we hold about you. If you wish to know the procedure in order to gain access to the information held about you or wish to see Console's Privacy Policy Statement please contact our office.

Partners collecting information whilst acting under this agreement are bound by Console's privacy policy and must comply with it whilst handling the information collected.

4) Ethical Guidelines

As a Partner, you agree to adhere to the ethical guidelines as issued by your governing or peak body in Australia or any similar guidelines required by Console. In particular, you agree to adhere to any guidelines concerning the transfer of clients from one service provider to another. This may be relevant in circumstances where, for example, you have provided training in Console products to another service providers' client.

5) Exclusive use of Console Partner Resources

You understand that the priority telephone, email and web based services for Professional Partners are not to be provided to other parties, as these are made available as a preferential service to Partners only.

6) Confidential Information

Confidential Information means information about that party or that party's business or activities (regardless of the medium in which it is recorded) which is disclosed to or otherwise comes to the knowledge of the other party in connection with this Agreement. Information which is designated by the first party to be confidential or which a reasonable person would, having regard to the nature of the information, consider to be confidential to the first party, except to the extent that such information becomes publicly known or otherwise ceases to be confidential, except through any wrongful act or omission of the receiving party. Examples of this information include:

- a) Pricing information not identified for current offers
- b) Technical and product information not identified for product promotion, such as issue reports, new features or product changes.

7) Intellectual Property Rights

The Partners acknowledge that Console owns all right, title and interest in the Console IP and that the Partner owns all right, title and interest in the Partner IP. The IP Rights in any content or materials provided by one party to the other in connection with this Agreement or developed by one party in connection with this Agreement will remain vested in the party that created the material or content. Except as set out in this Agreement, or agreed otherwise by prior written agreement between the parties, Console may not use the Partner IP and the Partner may not use the Console IP.

- a) In or as the whole or part of its own or other trademarks;
- b) In connection with activities, products or services not related to this Agreement ;
- c) In a manner which may be confusing, misleading or deceptive;
- d) In a manner which disparages the other party or its information, products or services; or
- e) Otherwise than in accordance with this Agreement

Use of templates, SQL scripts or workflows created by Console or Partners by Console or other Partners for the benefit of clients is deemed to be related to this agreement.

8) Product Registration

Console asks you to register each product or service you purchase with the relevant personal and business details. Registration ensures that only you - and no unauthorised persons - receive upgrades and special offers.

9) Copyright

Copyright © 2009 Console Australia Pty Ltd/Console New Zealand Ltd All rights reserved. All documents provided to our Partners are copyright. The contents of all documents are copyright. Without limitation, this includes all graphics, text and layout. Other than as may be permitted by the Copyright Act, no part of these documents may, in any form or by any means, be reproduced, modified, adapted or reused without the permission of the copyright owner. Whilst due care has been taken in accurately preparing these documents, Console disclaims responsibility for errors that may appear in them. Console® is a registered trademark of Console Australia Pty Ltd. Microsoft® is a registered trademark of Microsoft Corporation. Other company and product names mentioned are trademarks of their respective companies.

10) Liability

To the fullest extent permitted by law (and except as specifically provided in these terms and conditions) all express and implied warranties and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for any purpose or otherwise are expressly excluded and Console shall not be liable for any physical or financial injury, loss or damage or for consequential loss or damage arising out of the supply or operation of the Products or arising out of Console's negligence or in any other way whatsoever. Console's liability for a breach of a condition or warranty which by law is incapable of exclusion is limited (but only to the extent permitted by law) at Console's option to:

- Replacement of the Products or the supply of equivalent products; or
- The cost of replacing the Products or acquiring equivalent products; and
- In the case of services – to the supplying of the services again or the payment of the costs of having the services supplied again.

11) Conditions Governing Accredited Partners who are Resellers

Commissions are payable to Gold Certified Partners according to the following:

- a) You are entitled to receive commission sales provided you remain an Accredited Gold Certified Partner whose membership status is current, fully paid up and in all other respects you are compliant - and continue to comply - with the terms and conditions and all other rules applicable to Gold Certified Partners.
- b) Qualifying customers are new subscribers whose subscription has been paid to Console and whose subscription has been confirmed after a three (3) month period. Should the customer cancel their subscription during the first three (3) months, any commission already paid to the Partner must be refunded in full to Console.
- c) In respect of each qualifying sale you will receive 35% commission after providing a completed Subscription Agreement. Sales commission will be 35% of the monthly subscription (ex GST) for the period of the contract (maximum 12 months). This is on paid subscription only.
- d) The first commission payment will be due to the partner 3 months after commencement of the subscription. Thereafter commission will be paid in arrears in quarterly instalments.
- e) Console will not forward leads to Partners, Partners will need to manage their own business development programme.
- f) Console will communicate sales campaigns and offers to Partners but will not restrict offers to any potential clients. Console will market to all potential clients with its normal practices.

12) Membership Benefits and Payment of Annual Subscription

- a) You understand that, should your annual membership not be paid, you will not be entitled to the continued benefits of membership.
- b) Benefits of membership are provided according to the category of Accredited Professional Partner into which you fall. These benefits are specified within this document.
- c) Benefits may change from time to time.
- d) All membership fees must be paid by the due date indicated on your invoice after your application has been accepted, membership then is pending on payment of your fees.
- e) Whilst we will endeavour to advise you that your subscription is in arrears, it is your responsibility to ensure the membership payment is up to date.

13) Affiliations

Partners must advise Console of all other similar affiliations. Console may use these to determine final partnership level.

14) Entire Agreement

This document supersedes and replaces any arrangements, representations, understandings or agreements made or existing between you and Console and constitutes the entire agreement relating to the supply of the Products except as otherwise may be agreed in writing. To the best of the knowledge and information of Console and its representatives, all facts, information and figures contained in this application and attachments are true and accurate at the time of printing. Console reserves the right to make any changes in information, membership entitlements and product inclusions, as it may deem necessary, with thirty days notice.

15) Contacting Console

Post: Privacy Officer, Console Australia Pty Limited, GPO Box 9956, Sydney, Melbourne or Brisbane.

Email: privacyofficer@console.com.au Our Privacy Officer will respond within 30 days to your enquiry or complaint. If you make a complaint to our Privacy Officer but you are not satisfied with the response that you receive you can telephone the Commonwealth Privacy Commissioner's hotline on 1300 363 992.

16) Application Approval

The Console Partner Program is governed by individual and separate Agreements of which this document is one. Neither Console nor the Partner shall consider this document as terms of employment. The specific details of a Console Partner are outlined elsewhere in this document and by reference hereto, are incorporated herein. Further, the parties upon acceptance of the application, hereto enter into this Agreement for their respective and mutual benefit and gain. The Applicant has received complete data on the Console Partner Program and Console and is satisfied therewith. Further, the Applicant has submitted a complete and accurate Console Partner Program Application and understands this forms part of the justification that Console and the Applicant to enter into this Agreement. The Applicant acknowledges that Console has not made any representation on which the Applicant has relied on to enter into this agreement other than the provided documents. The Applicant warrants that is has relied on its own skill and judgement in entering this Agreement.

17) Life of this Agreement

- a) This Agreement shall be valid for an initial period of one (1) year from the date of execution and extended by mutual verbal consent for ensuing like periods.
- b) This Agreement may be terminated without cause by either party by giving written notice thirty (30) days in advance of the effective termination date.
- c) This agreement may be summarily terminated by either party following an unremedied breach of this agreement. Upon identification of such a breach the other party must be notified of the breach and given seven (7) days to remedy the breach.
- d) Upon termination of this agreement each parties commitments regards confidentiality (clause 6) privacy (clause 3) and intellectual property rights survive the termination or expiration of this agreement.

18) Relationship between Console and Partners

Agreement is between Console and the Applicant. It is the responsibility of the Applicant to ensure their employees and or representatives are accredited in the Console Partnership Program and have a complete understanding of the requirements and responsibilities that come with representing themselves as a Console Partner. Accreditation can only be assigned to a natural person. The person(s) must be identified in the application and to Console as and when required.

Even though Console may call the other party a partner, this party is an independent contractor for all purposes relating to this agreement. At no time does the Partner have the right to:

- a) Bind Console
- b) Vary any terms conditions, warranties or guarantees made by Console
- c) Create in favour of any person or company any rights that Console has not previously authorised in writing

This agreement nor its provisions does not in any way create a relationship that may be deemed a legal partnership, joint venture, agency for franchise agreement.

19) Notices

Changes to this agreement, including fees and charges, and the operation and details of the Console Partner Program will be communicated via the Partner website. These changes will be communicated no less than 30 days for the changes to take effect.

20) Governing Law

This contract shall be governed and so constructed in accordance with the laws of the State of Queensland.
The parties submit to the exclusive jurisdiction of that state.

Where Do We Go From Here...

Below is the process required in becoming a Console Partner.

