GITPACKAGE

G NETWORK AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE JOIN THE G NETWORK AND USING THIS SERVICES.

1.   GENERAL

1.1   This GITPACKAGE G Network Agreement (the **Agreement**) govern your use of our website located in **Australia** (the Website) and form a binding contractual agreement between you and us, **G Trip Express Pty Ltd ACN 151 140 135 (GITPACKAGE)**. For that reason, This Agreement is important and you should ensure that you read them carefully and contact us with any questions before you use the Website.

1.2   By completing the registration process and using the Service, or by viewing or browsing the Website, you acknowledge that you have had sufficient chance to read and understand this Agreement, and that you agree to be bound by it.

1.3   You also understand that to the extent permitted by applicable law, we may amend the Agreement without prior notice to you at any time by posting a revised version on the Website. Any revisions to the Agreement will take effect when posted on the Website unless otherwise stated. If the revised version includes the Substantial Change, the Website will provide you with 30 days' prior notice of any Substantial Change by sending you an email. Your continued use of the Website or the Website Service after the effective date of a revised version of the Agreement constitutes your acceptance of its terms and agreement to be bound by its terms.

1.4   If you do not agree to the Agreement, you may not access or otherwise use the Website and the Service offered on it.

2.   DEFINITIONS

Booking means any booking for travel related products and/or services made via the Website and has been paid for that booking.

Confidential Information means all information disclosed in connection with this Agreement, including:

(a)   information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of a party;

(b)   Intellectual Property rights;

(c)   trade secrets or information which is capable of protection at law or equity as confidential information; and

(d)   any other information discussed by the parties whether the information was disclosed:

   i.   orally, in writing or in electronic or machine readable form or by observation;

   ii.   before, on or after the date of this Agreement; or

   iii.   as a result of any discussions between the parties concerning or arising out of this Agreement.

Customer means a person/entity who purchases a Booking via the Website**.**

G Network Member (the Member) means a person/entity who registered to the Website and will devote time to the sale and promotion of the Services of the GITPACKAGE and will not engage in any competition or conflict for any other company.

G Network Member link and QR code (the Code) means a unique number allocated to the Member.

G Network Program (the Program) means the program enables you to:

(a)   access the Website,

(b)   introduce the Website to the new User;

(c)   your invitee make bookings on new User; and

(d)   earn Network Fees from GITPACKAGE.

Intellectual Property Rights means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

Introduced Booking means the Booking made by the New User introduced by the Member.

Net Rate means the price of the Product set up by the Product supplier.

Network Fees means the money paid based on Network Rate and Booking Quantity, and is distinguished from regular payments of wages or salary.

Network Rate means a percentage, which is the basis to calculate the Network Fees, set up as follows:

(a)   If Total Booking Quantity in your account is from 0 to 49, the Network Rate will be 1.0%; and

(b)   If Total Booking Quantity in your account is from 50 to 99 completed transactions, the Network Rate will be 1.2%; and

(c)   If Total Booking Quantity in your account is more than 100 completed transactions, the Network Rate will be 1.5%.

Product means any goods and/or services that are displayed on the Website.

Product Information means any information, including specifications, written descriptions and photographic images, which are displayed on the Website.

Product Quantity means the quantity of booked Product.

Purchase Price means the price displayed on the Website and the Customer pays for a Booking.

Service means the online trading platform provided by GITPACKAGE containing various travel packages and discount travel deals. This includes the Service or the Product currently offered by GITPACKAGE and any Service or Product that GITPACKAGE may choose to offer in the future.

Substantial Change means a change to the terms of the Agreement that substantially reduces your rights or increases your responsibilities.

Total Booking Quantity means the quantity of Booking in total accrued in your account.

Website means the commercial website located at www.gitpackage.com.

User means any individual or entity makes complete booking (book and paid) as a new account introduced by the Member.

You means you, the Member.

Us, **We**, **Our** means G Trip Express Pty Ltd ACN 151 140 135 (GITPACKAGE.COM).

3. **INTERPRETATION**

In this Agreement except to the extent that the context otherwise requires:

(a) Words importing the singular include the plural and vice versa and words importing a gender include other genders;

(b) Where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;

(c) Where a word or phrase is translated into a language other than English, any inconsistency, disagreement, contradiction or variation of the translated word or phrase will be construed according to its particular meaning in English;

(d) Reference to a clause or schedule shall be construed as references to a clause of or schedule to this Agreement;

(e) Expressions and terms expressly used in this Agreement which are defined in the Corporations Law as at the date of' this Agreement have the same meanings as have been ascribed to them in the Corporations Law as at the date of this Agreement;

(f) A reference to a party shall be construed as a reference to a party to this Agreement;

(g) A reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, nova ted, supplemented, varied or replaced from time to time; and

(h) A reference to a week shall mean the period running from the beginning of any given Monday until the end of the immediately following Sunday.

4. **REGISTRATION INFORMATION AND PASSWORDS**

4.1 You should register to the Website as a G Network Member in order to access to the functions for the Member. Any personal data or information provided by you is processed by us in accordance with our **[PRIVACY POLICY]**. By registering to the Website and providing any such data or other personal information:

(i) you agree that all information provided during the registration process is true and accurate and you will update this information in order to keep it current, complete and accurate; and

(j) you agree to the terms of our **[PRIVACY POLICY]**.

4.2 During the registration process, you will be asked to select a password for your G Network Member account. You agree to keep your password confidential at all times and must not disclose it to any third parties. You agree to be fully responsible for activities that relate to your G Network Member account or your password. If you have reason to believe that your

password has been obtained by someone else without your consent, you must inform us immediately to disable your User account.

4.3   After your registration, you will get a G Network Member unique link and QR Code. When the User applied the member unique link or QR code register for the Booking, if they fail to apply the unique link and QR Code, you will not receive any Network Fees as the Code is the only identified connection between the User, you and the Network Fees.

5.   NETWORK FEES PAYMENT

5.1   The Member is entitled to Network Fees during the period of the Agreement.

5.2   Network Fees shall be calculated on the this methods:

(a)   Introduced Booking: Network Fees are calculated by Network Rate times Net Rate (minus G.S.T or local tax) times Product Quantity.

5.3   We will pay you Network Fees:

(a)   after a booking is completed via the Website, we will report the Net Rate (Introduction Booking) the amount of your Network Fees to you; and

(b)   upon settled payment with the User, we will upload that payment receipt to the Website for your reference; and

(c)   at the end of each calendar month, we will make the payment to you by means of electronic transfer to your bank account as submitted when applying for access to the Program; and

(d)   whilst the Network Fees will continue to accrue, we will not remit payment in any calendar month unless the amount of Network Fees accrued is at least [$100.00 (one hundred Australian dollars)].

5.4   If the transaction occurred in Australia, we will pay you the Network Fees less GST and telegraphic transfer fees (if applicable).

5.5   If the transaction occurred in a country other than Australia, we will pay the Network Fees less any additional fees, telegraphic transfer fees, charges or taxes incurred by us in accordance with the local law.

5.6   You are entitled to all relevant information in order to check the amount of the Network Fees due to you. However, we reserve the right to not disclose the information may be confidential to the User and other participants.

5.7   Except as otherwise agreed, Network Fees shall be calculated in the currency of Australian Dollars. The currency is determined at the time we process your payment.

5.8   You are not entitled to any booking received after expiry or termination of the Agreement.

5.9   TAXATION LIABILITY. Notwithstanding any other provision to the contrary herein, you shall be responsible for any and all taxes, duties and impositions imposed on you resulting from this Agreement, including interest and penalties thereon and additions thereto.

6.   APPROPRIATE USAGE AND RESPONSIBILITIES

6.1   In order to participate in the Program, you must adhere to these guidelines and any other direction issued by GITPACKAGE from time to time:

(a) you and your employees must not represent yourself as acting as an agent for or on behalf of GITPACKAGE.

(b) you must not create or use any advertising or other promotional materials in relation to the Program, except those provided, or expressly approved in writing, by GITPACKAGE.

(c) you must not say anything harmful, and must not do anything or omit to do anything which, in GITPACKAGE's reasonable opinion, may adversely affect GITPACKAGE's brand or the reputation of GITPACKAGE or GITPACKAGE's good will.

(d) you must not misrepresent any of the terms of the Agreement relevant to Service being provided by GITPACKAGE including product descriptions.

(e) you must provide to Customers any other information required by law or industry regulation prior to the Customers concluding the contract.

7. TERMINATION

7.1 GITPACKAGE in its sole discretion and without cause may terminate this Agreement immediately upon written notice for any reason including the outcome of the application review by GITPACKAGE. You may terminate this Agreement on 30 days' written notice to GITPACKAGE. The rights and remedies provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7.2 Upon termination or expiration of this Agreement for any reason:

(a) You shall immediately cease using the Member account, the Code and the GITPACKAGE promotional materials; and

(b) Your account shall be shut down immediately by GITPACKAGE.

7.3 Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive termination of this Agreement: clauses 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19 and 20.

8. CONFIDENTIALITY

8.1 A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.

8.2 A party is not in breach of clause 7.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information.

8.3 Each party must take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.

8.4 Despite any other provision of clause 7, each party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related entities, solicitors, auditors, insurers or accountants, but must ensure that every person to whom that disclosure is made uses that information solely for the purposes of advising or reporting to the party.

9. WARRANTY

9.1 GITPACKAGE makes no warranty:

(c) that the Service, the Website or any technology will meet your requirements, or that the Service, the Website or any technology will be uninterrupted, timely, secure or error free; or

(d)   as to any result that you may obtain from the use of the Service, the Website or the technology, or as to the accuracy or reliability of information obtained through the Service, the Website or any technology.

9.2   You understand and agree that there are inherent limitations with secure transaction processing over the Internet, and you agree to make its own determination as to whether the Service, the Website, and the technology meet your required level of security. Any breaches of security or delays in data transmissions related to the Service, the Website or any technology are at your sole risk, and GITPACKAGE disclaims any liability as to such delay or security breach.

9.3   You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Service, the website or any technology is done at your own discretion and risk, and that you are solely responsible for any damage to the your computer system or loss of data that results from the download of such material and/or data.

9.4   You understand and agree that you shall be responsible for the expenses incurred by you in the performance of the obligations incurred pursuant to the Agreement

10. INDEMNIFICATION

To the fullest extent permissible by law, you shall indemnify and hold indemnified, GITPACKAGE from and against all actions, claims, demands, losses, damages, costs and expenses which you may sustain or incur, or for which you may become liable as a result of:

(a)   providing your services;

(b)   misusing transaction data;

(c)   any action arising from or use of the Products purchased via the Website;

(d)   the infringement of Products, Product Information or your services of any patent, copyright, trademark, or other intellectual property right or other right of any person or entity;

(e)   false advertising, privacy breaches or slander contained in Product Information;

(f)   any inconsistency, disagreement, contradiction or variation of a word or phrase translated into a language other than English;

(g)   your negligence or wilful misconduct or that of your employees or agents.

11. LIMITATION OF LIABILITY

11.1   As a condition of your access to and use of the Website, you agree compensate to GITPACKAGE for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to:

(a)   Your access to and use of the Website and Service; and

(b)   Your violation of the Agreement and any applicable law or the rights of another person or party.

11.2   Except for a party's liability for third party claims as specified in clause 9, to the fullest extent permitted by law in no event shall either party be liable to the other party for any special, indirect, incidental, consequential or exemplary damages of any nature arising out of or related to this agreement, even if such party shall have been advised of the possibility of such damages. The foregoing shall apply regardless of the negligence or other fault of either party

and regardless of whether such liability sounds in contract, negligence, tort, strict liability or any other theory of liability.

11.3 Under no circumstances shall GITPACKAGE be liable to you or any third party for:

(c) any damage resulting from an error or interruptions of the provision of the Website; or

(d) an amount greater than the aggregate amounts paid by GITPACKAGE.

11.4 Nothing in this agreement limits either party's liability for:

(a) personal injury or death caused by negligence; or

(b) fraud.

12. THIRD PARTY WEBSITES

12.1 The GITPACKAGE may link to other websites, services or resources on the Internet, such as Twitter and Facebook, and other websites, services or resources may contain links to the services. These websites are not under our control and are not maintained by GITPACKAGE. We are not responsible for the content of those sites. We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those sites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk.

12.2 We make no representation about any other website you access through this one. Please understand other websites are independent from our sites so we do not accept responsibility for such websites.

13. RELEASE

In the event that you have any claim or action against any other participants including Product suppliers and the User arising from that their use of our Website or the Service, you agree to pursue such claim or action independent of and without any demands from GITPACKAGE, and you release GITPACKAGE from all claims, liability and damages arising from or in any way connected to the claim or action. In the event that a claim or action is brought against us from your activities or use of the Website or the Service, including any breach by you of the Agreement or any charges or complaints made by the other parties against you, you agree to pay, hold harmless and defend us in the claim or action. You also agree to cooperate fully as reasonably required in the defence of any claim and allow us to assume the exclusive defence and control of the matter at our sole discretion.

14. NO WAIVER

14.1 If we fail, at any time, to insist upon strict performance of your obligations under the Agreement, or if we fail to exercise any of the rights and remedies we are entitled to under the Agreement, this will not constitute a waiver of such rights or remedies and it will not relieve you from compliance with your obligations.

14.2 If we waive a default, it does not constitute a waiver of any subsequent defaults.

14.3 No waiver is effective unless it is expressly stated by us to be a waiver and is communicated to you in writing.

15. FORCE MAJEURE

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of this Agreement, where this arises out of circumstances beyond our control, including but not limited to:

(a) Acts of god;

(b) Natural disasters;

(c) Sabotage;

(d) Accident;

(e) Riot;

(f) Shortage of supplies, equipment, and materials;

(g) Strikes and lockouts;

(h) Civil unrest;

(i) Computer hacking; or

(j) Malicious damage.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it.

17. RELATIONSHIP OF THE PARTIES

Each party is an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, mandate, partnership, principal-agent or employment relationship between the parties. No party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other and neither shall have any power or authority to bind the other or to assume or create any obligation or responsibility express or implied on the other's behalf or in its name, nor shall either represent to any one that it has such power or authority.

18. DISPUTE RESOLUTION

18.1 If a dispute between the parties arises in relation to this Agreement, the parties must use their best endeavours to resolve that dispute between themselves within 10 business days;

18.2 If the parties fail to resolve the dispute in accordance with clause17.1, then the parties must within 10 business days appoint an expert agreed to by both parties to determine the dispute;

18.3 If the parties fail to agree on the appointment of an expert under clause 17.2 then they must request the Australian Commercial Disputes Centre to appoint an expert to determine the dispute;

18.4 The expert appointed under this clause acts as an expert and not an arbitrator:

(a) the expert's determination is final and binding;

(b) the parties must equally bear the Expert's costs; and

(c) unless a party to this Agreement has complied with this clause the party must not commence court proceedings or arbitration in relation to any dispute which arises in relation to this Agreement except for any urgent or injunctive relief that a party may seek.

19. FURTHER ASSURANCES

Each party shall do everything necessary or desirable to give full effect to this Agreement, and shall refrain from doing anything, which might prevent full effect being given to this Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 The laws of Queensland, Australia govern this Agreement.

20.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

Terms last updated on: *18/04/2018*.