

## 1. Parties and Roles

1.1 **Conxxion Pty Ltd** (“Conxxion”) operates a referral-based business model and provides Independent Business Owners (“IBOs”) with authorisation to promote and market third-party products and services to customers.

1.2 Conxxion’s IBO Agreement (entered into with each IBO), the Conxxion Policies & Procedures and the Conxxion Compensation Plan set out the legal relationship between Conxxion and IBOs and the role of customers and third-party service providers. This Policy is intended to describe that legal relationship in plain language, but does not take precedence over the documents referenced above.

1.3 An **IBO is an independent business owner**, not an employee, contractor, agent, franchisee or partner of Conxxion. IBOs make their own decisions about how they operate their business including working hours, location, etc.

1.4 Conxxion is **not the provider of services** sold to customers. All energy, telecommunications, insurance and other services are provided directly by **third-party service providers** (“Providers”).

## 2. Relationship with Customers

2.1 Customers referred by IBOs enter into service agreements **directly with the relevant Provider**, not with Conxxion or any IBO.

2.2 IBOs may **assist customers** by promoting and explaining available services, however:

- IBOs are prohibited from **making contractual promises or guarantees**
- IBOs are prohibited from **completing service applications or entering into service agreements on behalf of customers**
- Each **customer must complete the service application directly with the relevant Provider**

2.3 The Provider is solely responsible for:

- provisioning and delivery of the service
- customer support and enquiries
- billing and account management
- refunds and adjustments
- service fault management
- cancellations

## 3. Liability

3.1 Conxxion is not liable for:

- the performance or delivery of services provided by Providers
- financial loss, inconvenience or dissatisfaction associated with Provider services
- representations made by IBOs that fall outside approved materials or which are in breach of Conxxion Policies & Procedures

3.2 IBOs are individually responsible for:

- complying with Conxxion Policies & Procedures
- providing accurate and lawful information to customers
- not making contractual promises and guarantees in relation to Provider services
- avoiding misleading or deceptive conduct
- using only Conxxion-approved marketing materials

3.3 The arrangements between Conxxion and IBOs, and between IBOs and customers, do not limit a customer’s statutory rights under the **Australian Consumer Law (ACL)**.

## 4. Commissions

4.1 Commissions are paid to Conxxion by Providers based on Providers' independently determined eligibility criteria and in accordance with referral agreements between Conxxion and Providers.

4.2 Conxxion distributes eligible commissions to IBOs in accordance with the [Compensation Plan](#), subject to:

- successful customer activation by the Provider
- continued payment by the customer
- compliance by the IBO with all Policies & Procedures

4.3 Conxxion does not guarantee commissions. A lead or application submitted by a customer does not constitute a commissionable sale until confirmed by the Provider.

## 5. Refund Requests and Customer Rights

5.1 Customers seeking refunds, billing corrections or service-related resolutions must contact the **Provider directly**, as the Provider is the contracting party.

5.2 Where an IBO first becomes aware of a customer concern, the IBO must refer the customer to the Provider and must not attempt to negotiate refunds or compensation.

5.3 Under the **ACL**, customers have rights relating to:

- misleading or deceptive conduct
- unfair contract terms
- consumer guarantees

5.4 Customers who believe they have been misled by an IBO may notify Conxxion for internal review. Proven breaches may result in corrective action under the Conxxion Policies & Procedures.

## 6. Improper Conduct by IBOs

Improper conduct includes but is not limited to:

- completing service applications on behalf of customers
- providing false or misleading representations
- offering unapproved discounts or incentives
- offering contractual promises or guarantees about services
- failing to disclose important information about services
- continued breaches after warnings

Consequences may include suspension or termination of the Conxxion IBO account, and forfeiture of earned commissions where permitted by law.

## 7. Disclaimers

7.1 Conxxion does not provide legal, financial or tax advice. IBOs are encouraged to seek independent advice regarding IBOs relationship with Conxxion, business income, and tax and reporting obligations.

7.2 Conxxion makes no guarantee of financial success. IBO earnings depend on personal effort and referral of customers to Providers.

## 8. Amendments

Conxxion may update the Terms and Conditions of the IBO Agreement, the Compensation Plan and Policies & Procedures as required to reflect regulatory or business changes. IBOs are given notice of any such update prior to the update taking effect.