

Beyond Peek Program Terms and Conditions

Peek Apparel, the Beyond Peek Program

Version 1.3 Effective from **18 October 2026**

Issued by **Peek Beyond Pty Ltd** (ABN **85 702 563 362**), trading as Peek Apparel Post Suite 63, 76 Edith St, Wynnum QLD 4178 Contact partners@peek-apparel.com

How to read this agreement

This is the agreement between you and Peek Apparel for taking part in the Beyond Peek Program. It is written to be read, not to be survived. Where a clause matters to your money, your content, or your account, it says so plainly.

Two terms do a lot of work throughout:

Commission is cash you earn, held in your Wallet, paid to your bank account when you request a payout.

Momentum is progress. It is not money and cannot be withdrawn. It decides your tier and unlocks milestone rewards.

The numbers that drive the program (commission rates, tier thresholds, the hold period, the payout minimum) are set out in Schedule 1. The main figures are also shown live in your Partner Portal. Where the Portal and the Schedule differ, clause 20.6 decides which one applies.

1. Acceptance and formation

1.1 This agreement is between **Peek Beyond Pty Ltd** (ABN **85 702 563 362**), trading as Peek Apparel ("Peek", "we", "us"), and the individual who accepts it ("you", "Partner").

1.2 You accept this agreement electronically when you tick the acceptance box and complete sign-up. That tick is your signature. We record the date and time of your acceptance, and a checksum of the exact version of this document, of Schedule 1, and of the milestone reward map in force at that moment, so both of us can later prove which terms you agreed to.

1.3 You must be at least 18 years old and legally able to enter into contracts. You must be resident in Australia and hold an Australian bank account able to receive domestic transfers, because payouts are made in Australian dollars to Australian accounts only. By accepting this agreement, you confirm that you meet these requirements.

1.4 You confirm that the information you give at sign-up is true, and that the social media accounts you list are ones you own or control.

1.5 If you accept this agreement on behalf of a company, trust, or partnership, you confirm you are authorised to bind it, and "you" means both you and that entity.

2. Definitions

Available. The Wallet state a commission entry reaches once its hold period has passed and it has not been refunded, reversed, or disputed. Only Available commission can be paid out.

Commission Code. Your personal discount code that gives your audience the standard customer discount and attributes their orders to you.

Eligible Order. An order placed on the Peek Apparel online store that uses your Commission Code, is paid for in full, and is not cancelled, fraudulent, or placed in breach of this agreement.

Gross profit. Has the meaning given in Schedule 1, and is used only for the promotion guardrail in clause 6.3.

Held. The Wallet state a commission entry sits in under clause 11.4 while we are waiting for you to confirm your ABN and GST position. Held commission is yours and is not forfeited.

Milestone Reward. A reward unlocked at a fixed Momentum threshold, listed in the reward map in your Partner Portal.

Momentum. The program's unit of progress. Not money. Earned on Eligible Orders at the rate in Schedule 1, and optionally as a bonus alternative to a Milestone Reward.

Partner. You, or any other person enrolled in the Beyond Peek Program, whatever their Tier. The Tier named Partner in Schedule 1 is called the Partner Tier.

Partner Portal. The Beyond Peek Program website where you view your Wallet, Momentum, tier, rewards, and settings.

Pending. The Wallet state a commission entry sits in during the hold period.

Program Parameters. The values in Schedule 1.

Site-wide promotion. A discount or promotional event we run across our store generally, rather than a discount attached to a single product or to your Commission Code.

Starter Code. The single-use, discounted code issued to you once for your own purchase, described in clause 4.

Tier. Your position on the commission ladder in Schedule 1, which sets your commission rate.

Wallet. The ledger in the Partner Portal recording your commission entries and their states.

3. Enrolment, and what the program is

3.1 The Beyond Peek Program is invite-only. Enrolment requires a valid invite issued by us, a verified email address, and acceptance of this agreement. We may decline or revoke an invite at our discretion before you complete sign-up.

3.2 You are enrolled as an independent contractor. Nothing in this agreement creates employment, partnership, agency, joint venture, or franchise. Specifically:

(a) you decide when, how, and how often you promote Peek; (b) we do not pay you wages, superannuation, leave, or workers' compensation; (c) you are not authorised to enter contracts, make promises, or incur liabilities on our behalf; and (d) you must not represent yourself as an employee, spokesperson, or agent of Peek.

You may describe yourself as a Peek affiliate, ambassador, or partner, consistent with your tier. Doing so is not a disclosure for the purposes of clause 5.1.

3.3 The program is non-exclusive in both directions. You may promote other brands, including competitors, unless you and we separately agree otherwise in writing. We may run other partner, ambassador, and affiliate arrangements on any terms.

3.4 Each person may hold one Partner account. Additional or duplicate accounts, including accounts opened through a related person to obtain a second Starter Code or to reset progress, are a breach of clause 5.3.

4. Your codes

4.1 Commission Code

(a) On sign-up you choose a Commission Code. We create it on our store once your email is verified. It gives your audience the standard customer discount shown in Schedule 1, has no expiry, and can be used any number of times by any number of customers.

(b) Codes are checked against a reserved list and a profanity and impersonation filter. We may refuse a code, and we may change your code after issue if it conflicts with one of our campaigns, infringes a third party's rights, or becomes unsuitable. If we change it we will tell you. The old code stops working when the new one is issued, so update any content you have already published.

(c) You are responsible for how your code is distributed. Posting it to coupon aggregators, deal forums, cashback sites, or extension-based discount finders is not permitted (clause 5.4).

4.2 Starter Code

(a) Separately, we issue you one Starter Code: a heavily discounted code for your own purchase, so you have real product to create content with before you have driven any sales. Its discount and expiry are in Schedule 1.

(b) The Starter Code is unlocked only after you have accepted this agreement and verified your email.

(c) The Starter Code is single use and personal to you. It is consumed by the first order that uses it, whoever places that order. A refund does not restore it.

(d) Orders placed with the Starter Code earn no commission and no Momentum, and are invisible to your tier progress. This is deliberate: the Starter Code is for equipping you, not for climbing.

(e) You must keep the Starter Code private. Publishing or sharing it, or using it to obtain product for resale, is a breach of clause 5.3.

5. How you may promote Peek

5.1 Disclose the relationship

You must make your commercial relationship with Peek clear wherever you promote us. That obligation attaches to the relationship itself, not to any individual order, so it applies to every post you make about Peek. That includes:

(a) posts that include your Commission Code; (b) posts that do not include your Commission Code, but promote Peek or our products; (c) posts featuring product you bought using your Starter Code; and (d) posts featuring product, experiences, or anything else you received as a Milestone Reward.

In practice this means a clear and prominent disclosure in the post itself, in language your audience will understand, such as #ad, "paid partnership", or "I earn a commission on this code". It must be visible without your audience expanding a caption or opening your profile. Not buried in a bio, not hidden behind a "more" link, and not left to a platform tag alone where the platform's tag is not visible in-feed.

The following are not disclosures, on their own: describing yourself as a Peek affiliate, ambassador, or partner under clause 3.2; tagging our account; and labels such as "gifted", "collab", "sp", or "spon".

This is not optional politeness. Australian Consumer Law prohibits misleading or deceptive conduct, and the ACCC treats undisclosed paid endorsement as exactly that. The AANA Code of Ethics requires advertising to be clearly distinguishable as advertising. You are responsible for your own compliance, and we are entitled to require you to correct or remove a non-compliant post.

5.2 Represent us accurately

You must not:

(a) make claims about our products we have not made ourselves, in particular therapeutic, medical, performance, or weight-loss claims; (b) misstate prices, discounts, availability, shipping times, or the terms of a promotion; (c) state or imply that you are Peek, or that your content is official Peek communication; (d) misrepresent your own tier, status, or earnings in a way likely to mislead others about the program; or (e) fabricate testimonials or reviews, or post reviews of our products without disclosing that you earn commission on them.

5.3 Do not game the program

The following are breaches, and each of them entitles us to act under clauses 9.4 and 18:

(a) placing orders with your own Commission Code for yourself, your household, or anyone acting at your direction, in order to earn commission or Momentum (buying for yourself is fine, just do not use your own Commission Code to do it); (b) placing orders you intend to refund or charge back, in any pattern, in order to reach a tier, unlock a Milestone Reward, or move up the leaderboard; (c) coordinating with other

Partners, or with customers, to route or split orders so as to inflate anyone's Momentum, tier, or leaderboard position; (d) using stolen, borrowed, or fraudulent payment methods, or facilitating anyone who does; (e) opening or using more than one Partner account, or obtaining a second Starter Code; (f) interfering with our attribution, webhooks, discount codes, or the Partner Portal, including automated scraping, load generation, or attempts to alter your own Wallet, Momentum, or tier; or (g) misusing the Starter Code contrary to clause 4.2.

5.4 Channels you may not use

Without our prior written consent you must not:

(a) bid on "Peek", "Peek Apparel", or confusingly similar terms in paid search, or run paid search ads whose display URL is or imitates ours; (b) submit your Commission Code to coupon, voucher, cashback, or deal aggregation sites, or to browser extensions that inject codes at checkout; (c) run paid advertising that impersonates our brand accounts or creative; (d) promote through unsolicited bulk email or SMS, or in any way that breaches the Spam Act 2003 (Cth); (e) place your code or our creative on sites containing unlawful, hateful, sexually explicit, or otherwise adult content, or content directed at children; or (f) register domains, social handles, or app names containing our trade marks.

5.5 Follow platform rules

You must comply with the terms of every platform you post on. A breach of platform rules that results in your content or account being removed is your responsibility, not ours.

6. Commission

6.1 Rate. Your commission rate is set by your Tier. The ladder is in Schedule 1. A rate change applies to orders placed after the change. It is never applied backwards.

6.2 What commission is calculated on. Commission is calculated on the discounted product subtotal actually paid on an Eligible Order. That means:

(a) after the customer discount your code applies, and after any other discount applied to the order; (b) excluding shipping charges, taxes, duties, gift-card purchases, and any surcharges; and (c) using the rate that applied to your Tier at the moment the order was recorded. That rate is stored against the Wallet entry and does not change afterwards.

6.3 Promotion guardrail. Please read this one.

During a deep site-wide promotion, the discount a customer receives can exceed what the order earns us. On orders placed during a site-wide promotion, your commission is capped at the gross profit on that order, calculated as defined in Schedule 1.

That cap has a floor. Your commission on an order is never less than half your Tier rate, applied to the same basis as clause 6.2, even where the gross profit on that order is lower than that amount. Your commission is never negative, and the floor rises with your Tier in the same way your ordinary rate does.

The guardrail applies to individual orders. It does not change your rate, your Tier, or your Momentum, and it does not apply outside a site-wide promotion. Where the guardrail has applied to an order, your Wallet entry for that order says so.

We apply it because a program that pays out more than an order earns cannot survive, and we would rather tell you the rule than quietly shave the number.

6.4 When commission becomes yours to withdraw. A commission entry is created in Pending state when the order is recorded. It becomes Available after the hold period in Schedule 1, which matches our returns window, provided the order has not been refunded, cancelled, reversed, or disputed. Only Available commission can be paid out.

6.5 Attribution is by code only. Commission is earned only where your Commission Code is applied at checkout. We do not use tracking links, referral cookies, device fingerprinting, or any other attribution method. If a customer you introduced does not enter your code, no commission arises, and we cannot add it retrospectively on request.

6.6 Orders we do not pay on. No commission arises on: orders using the Starter Code; orders where no code, or another Partner's code, was used; cancelled or unpaid orders; orders we reasonably determine to be fraudulent or placed in breach of clause 5.3; wholesale, staff, gifted, or comped orders; and orders placed after your account is suspended or terminated.

6.7 Corrections. Where an entry is wrong because of a system fault, a duplicated webhook, a Shopify data error, or our own mistake, we may correct it. Corrections are recorded in your Wallet, and we will tell you if a correction reduces your balance by more than a trivial amount.

7. Momentum and tiers

7.1 What Momentum is. Momentum is progress, not money. It has no cash value, cannot be withdrawn, transferred, sold, or given to another Partner, and is not property. It exists to decide your Tier and to unlock Milestone Rewards.

7.2 How it is earned. You earn Momentum on Eligible Orders at the rate in Schedule 1, measured on the product subtotal after any site-wide promotional discount, but before the customer discount your Commission Code applies.

So during a site-wide promotion, Momentum tracks the promotional price rather than the list price. Outside a promotion, it tracks the list price.

The rate is the same at every Tier, so a Partner on the entry rate earns exactly as much Momentum per dollar as a Partner at the top.

7.3 When it is credited. Momentum is credited the moment an Eligible Order is recorded, and your Partner Portal shows it straight away. It stays provisional until the return window in Schedule 1 closes. If an order is refunded, its Momentum is reversed under clause 7.5. Where a burst of orders that are then refunded is what moved you to a Tier or unlocked a Milestone Reward, we may revoke that Tier or that reward and return you to the position you held before those orders. We will tell you if we do. Milestone

Rewards are in any case only claimable once the Momentum that unlocked them has matured under clause 8.3.

7.4 Tiers are permanent. Once you reach a Tier you keep it, and its commission rate, for as long as your account is open and in good standing. We do not demote Partners for inactivity, and an ordinary refund that drops your Momentum below a threshold does not cost you the Tier you reached. The one exception is clause 7.3: a Tier reached on the back of a burst of orders that are then refunded may be revoked.

7.5 Reversal on refund. If an order is refunded after its Momentum has been credited, that Momentum is reversed one-for-one. Bonus Momentum you took instead of a Milestone Reward is never reversed by a refund, because it was earned by a milestone choice rather than by the refunded order.

7.6 Retuning thresholds. The thresholds in Schedule 1 are calibrated on current data and may be adjusted under clause 17. An adjustment never removes a Tier you have already reached.

8. Milestone Rewards

8.1 At each Momentum threshold in the reward map you unlock a milestone and choose either the reward shown or the bonus Momentum alternative shown. At a small number of tier-unlock stops there is no Momentum alternative, and the reward is the tier itself plus what it bundles.

8.2 Choosing bonus Momentum credits it to your ledger immediately, and it counts toward Tier progress like any other Momentum. That can itself cross the next threshold.

8.3 Eligibility maturity. A milestone only becomes claimable once the Momentum that unlocked it has matured past the window in Schedule 1. This prevents a reward being claimed on orders that are still refundable.

8.4 Fulfilment. Rewards are fulfilled by us, and most are fulfilled by hand. Timeframes are indicative, not contractual. Where a reward is a physical item, you must supply a complete Australian delivery address before it can be issued. We ship to Australian addresses only unless we agree otherwise.

8.5 Substitution. We may substitute a reward of equal or greater value where an item is unavailable, discontinued, out of stock in your size, or where a sponsor withdraws. Rewards that depend on a third party (sponsored products, partner prizes, experiences, campaign features) are subject to that third party's availability and terms.

8.6 Store credit and gift cards. Store credit is issued as a gift card for use on our store. It is not redeemable for cash, is not a financial product, and is not transferable. We issue ours without an expiry date.

8.7 Cash rewards. Cash rewards are paid through the payout process in clause 10 and are treated for tax as part of what you earn from the program.

8.8 Experience and top-tier rewards. Rewards involving travel, shoots, retreats, product co-creation, or long-term status are subject to a separate written arrangement covering dates, scope, costs, insurance, and content rights. Nothing in the reward map obliges either of us to proceed on terms we have not agreed.

8.9 One claim per milestone. Each milestone can be claimed once. Rewards are personal to you and cannot be sold, auctioned, or transferred. Reselling reward product, or using it for a commercial giveaway other than one we fund and run, is a breach.

8.10 Discretion on fraud. We may withhold or revoke a reward, including recovering the value of one already issued, where the Momentum that unlocked it arose from conduct in breach of clause 5.3.

9. Refunds, clawbacks, and disputed earnings

9.1 Refund inside the hold period. If an order is refunded while its commission is still Pending, the entry is cancelled. Nothing is clawed back, because nothing had become Available. The pending Momentum is voided.

9.2 Refund after the hold period but before payout. The commission is reversed out of your Available balance, and the Momentum is reversed one-for-one.

9.3 Refund after payout. Where the commission has already been paid to you, we record a negative entry in your Wallet and set it against your next earnings. We do not ask you to return money already received, and we do not pursue you for a negative balance if you never earn again. That loss sits with us. Momentum is still reversed.

9.4 Disputed earnings, non-refund clawback. Separately from refunds, we may place individual Wallet entries, or all entries on your account, into a Disputed state where we reasonably suspect:

(a) conduct in breach of clause 5.3 (self-dealing, wash orders, coordination, payment fraud, duplicate accounts, code interference); (b) a breach of clause 5.1, 5.2, or 5.4 material enough to have generated the earnings in question; or (c) that the earnings arose from an error, a system fault, or a chargeback or payment reversal not yet reflected in an order refund.

While an entry is Disputed it is excluded from your Available balance and cannot be paid out. We will tell you when we do it, and give you a reason specific enough for you to respond. We will resolve it in a reasonable time by either releasing the entry back to Available, or reversing or cancelling it with a recorded note. Where the amount is material we will give you a fair chance to explain before we reverse it. If you are not satisfied with the outcome, clause 20.2 applies.

Our systems may place entries into Disputed automatically where they flag activity described in paragraph (a) or (c). A person then reviews the flag, and only a person decides to reverse or cancel an entry.

9.5 Chargebacks. A chargeback or payment reversal on an order is treated the same way as a refund at the equivalent stage.

9.6 Records and queries. Every state change on every Wallet entry, and every Momentum credit and reversal, is written to an append-only audit record. Your Wallet history in the Partner Portal is the account between us.

If you think an entry is wrong, please raise it within 60 days of it appearing. That is a request, not a deadline. The sooner you raise it, the faster we can reconcile it against Shopify and put it right.

You may query an entry at any time within 12 months of it appearing. After 12 months an entry is treated as settled between us.

10. Payouts

10.1 You request, we pay. Commission does not pay out automatically. You request a payout from the Partner Portal once your Available balance reaches the minimum in Schedule 1. A request draws on your whole Available balance at the time you make it.

10.2 Bank details. Before your first payout you give us your BSB, account number, and account name. We hold the account number encrypted, and every decryption is logged with who did it and when. You are responsible for the accuracy of these details. We are not liable for a transfer that fails or goes astray because the details you gave were wrong, and we may recover reasonable costs of tracing or reissuing such a transfer.

10.3 Process and timing. Payouts are processed manually by bank transfer in Australian dollars. Your request moves through Requested, then Processing, then Paid, and you can see where it is in the Partner Portal. We aim to complete payouts within five business days of the request. That is an operational target we publish because we intend to hold ourselves to it, not a contractual guarantee. Bank processing times, public holidays, and verification checks can extend it.

10.4 Holds on payment. We may hold a payout while a dispute under clause 9.4 is open, while we verify your identity or bank details, where we are required to by law, or where your account is suspended.

10.5 Set-off. We may set off against a payout any negative Wallet balance, any reversed commission, and the value of any reward revoked under clause 8.10.

10.6 No interest. No interest accrues on any balance, whether Pending, Available, Held, or otherwise.

10.7 Dormant accounts. If your account has no activity and no contact from you for two years and you have an Available balance, we will make reasonable attempts to reach you at your last known email. Any residual balance is then dealt with as required by applicable unclaimed-money law.

11. Tax

11.1 You are responsible for your own tax. Commission and cash rewards are your income, and how you report them is a matter between you and the ATO. We do not withhold PAYG instalments, and we do not pay superannuation on what you earn.

11.2 ABN and withholding. If you are carrying on an enterprise and do not quote a valid ABN, Australian tax law may require us to withhold tax from payments to you at the rate then prescribed (currently 47%). To avoid that, give us your ABN in the Partner Portal, or tell us that the payment is not made in the course of an enterprise you carry on.

11.3 GST. If you are registered for GST, tell us and keep that status current, and we will account for GST on your commission as the law requires. If you are not registered, the amounts you see are the amounts you

receive.

11.4 The GST threshold guardrail. GST registration becomes compulsory once your annual turnover reaches the threshold set by law. To keep both of us on the right side of that, we watch your commission across a rolling 12 month period. When it reaches the figure in Schedule 1, we will email you and ask you to confirm your ABN and your GST registration position.

If we have not heard from you within 14 days of that email, further commission is credited to your Wallet in a **Held** state instead of Pending.

Held commission is yours. It is not forfeited, it is not reduced, and it keeps accruing on every Eligible Order at your normal rate. It simply cannot be paid out until you confirm your position. As soon as you do, we release the whole Held balance into the normal Pending and Available cycle.

Momentum, Tier progress, and Milestone Rewards are unaffected throughout. Nothing in this clause causes you to lose commission on an order you have driven.

11.5 RCTI. We may in future issue Recipient Created Tax Invoices on your behalf. If we do, we will ask you to enter a separate RCTI agreement, and this clause does not itself constitute one.

11.6 Nothing here is tax advice. Get your own.

12. Leaderboard and public recognition

12.1 The monthly leaderboard ranks every Partner who has earned sale Momentum in the month. Appearing under your own name is opt-in and off by default. Until you choose a display name and switch the leaderboard on, your row is shown under a pseudonym that changes each time the board is loaded, with a generic avatar, and nothing on it identifies you. You can switch it off again at any time, and your row returns to a pseudonym shortly afterwards.

12.2 Your display name must not impersonate another person or brand, and is subject to a profanity and impersonation filter. Display names are unique, and first claim wins. We may require a change.

12.3 If you opt in, other Partners can see your display name, your rank, your monthly sale-earned Momentum, and your profile picture if you have set one. If you have not opted in, they see the same rank and Momentum against a pseudonym and a generic avatar. In neither case can they see your earnings, your Wallet, your real name, or your contact details.

12.4 The leaderboard ranks monthly sale-earned Momentum only. Bonus Momentum from milestone choices is excluded, so the board stays a sales measure. Rankings are informational and confer no entitlement. We may change how many positions are visible, show every row anonymised, or hide the board entirely.

13. Content and intellectual property

13.1 What stays ours

Our trade marks, logos, product designs, photography, and promotional assets remain ours. For as long as this agreement is in force we grant you a non-exclusive, non-transferable, royalty-free licence to use the assets we supply, and to use our name and marks, solely to promote Peek products under this agreement and in line with any brand guidance we give you. You must not alter our logos, register anything confusingly similar, or use our marks in a way that suggests you are us. The licence ends when this agreement ends.

13.2 What stays yours

Your content stays yours. You keep ownership of every photo, video, caption, and post you create.

13.3 The licence you give us

You grant us a non-exclusive, royalty-free, worldwide licence to use, reproduce, adapt (including cropping, trimming, re-captioning, and colour correction), publish, and communicate content you create and publish about Peek products, or submit to us, for our own marketing and promotional purposes. This licence covers our owned channels: our website, email, social accounts, in-store and printed material, and paid promotion of that content on social platforms.

It comes with limits that matter:

- (a) **Attribution.** Where the format reasonably allows it, we credit you by handle.
- (b) **Not broadcast or out-of-home without asking.** For television, cinema, billboards, or other out-of-home advertising, we ask you first and agree terms separately.
- (c) **Takedown.** You can withdraw a specific piece of content by asking us in writing. We will stop new uses, and remove it from our owned channels, within a reasonable time. We are not obliged to recall printed material already distributed or to unwind paid placements already booked, and we may keep an archival copy.
- (d) **Survival.** Uses already live when this agreement ends may continue for 12 months afterward, and then stop unless we agree otherwise. Paragraph (c) still applies during that period.

13.4 What you promise about your content

You confirm that you have the rights to what you post, including rights to any music, footage, and to the likeness of anyone appearing in it, and that your content does not infringe anyone's rights or breach any law. You will not present someone else's content as your own.

13.5 Feedback

If you send us suggestions about the program or our products, we may use them freely and without obligation to you. That does not give us any right in your content under clause 13.2.

14. Confidentiality

14.1 Some things you see as a Partner are not public: unreleased products and drops, launch dates, pricing and promotion plans, internal program economics, our product and freight costs, and our commercial arrangements with sponsors. Keep them confidential, and do not post about them, until we make them public.

14.2 Your own tier, earnings, and Momentum are yours to talk about. This clause does not stop you discussing what you earn.

14.3 This obligation continues for two years after your account closes, and does not apply to information that becomes public through no fault of yours, that you already knew, or that you are compelled by law to disclose.

15. Account security

15.1 You are responsible for your login credentials and for activity on your account. Use a password you do not use elsewhere, and we strongly recommend enabling two-factor authentication in your profile.

15.2 Tell us promptly if you suspect unauthorised access. We may suspend access while we investigate.

15.3 Do not share your account with anyone, including an agent or manager. If someone manages your content, they can post on your behalf, but the account and any payout details stay yours.

16. Privacy

16.1 The Peek Apparel Partner Privacy Policy explains how we handle your personal information. It is available in the Partner Portal and at <https://beyond.peek-apparel.com/legal/partner-privacy-policy-v1.1.pdf>, and it does not form part of this agreement. We may update that policy from time to time, and the version published in the Portal is the one that applies.

16.2 In short: we collect what we need to run the program and pay you, we hold bank details encrypted, we disclose information to the service providers listed in that policy, and you can ask for access or correction at any time.

17. Changes to the program and to this agreement

17.1 The Program Parameters in Schedule 1 are configurable, and we expect to tune them as the program matures.

17.2 How we change things.

(a) **Reductions and restrictions.** A reduction in a commission rate, an increase in a tier threshold, a lengthening of the hold period, an increase in the payout minimum, a reduction in the commission floor in

clause 6.3, or the removal or downgrade of a Milestone Reward takes effect no earlier than 30 days after we notify you by email and in the Partner Portal.

(b) **Improvements.** Increases in rates, lower thresholds, added rewards, and other changes in your favour may take effect immediately.

(c) **Material changes to this agreement.** We give at least 30 days notice by email and in the Partner Portal. When the change takes effect, we ask you to accept the new version the next time you sign in to the Partner Portal, and we record that acceptance the same way we recorded your first one, under clause 1.2. If you do not want to accept it, you may close your account under clause 18.1, and your Available balance remains payable under clause 18.5.

(d) **Legal and urgent changes.** Where a change is required by law, or is needed to stop fraud, abuse, or a security risk, we may make it immediately and tell you as soon as practicable.

17.3 What a change never does. A change never reduces commission already accrued on orders already placed, never takes away a Tier you have already reached, and never cancels a reward you have already claimed.

17.4 We may suspend, restrict, or close the Beyond Peek Program as a whole on 60 days notice. If we do, clause 18.5 applies.

18. Suspension and termination

18.1 You may leave at any time, for any reason, by telling us in writing or closing your account in the Partner Portal.

18.2 We may end this agreement on 30 days written notice, without needing a reason.

18.3 We may suspend or terminate immediately where we reasonably believe you have breached clause 5 (particularly 5.3), where you have given us false information, where required by law, or where your conduct exposes us to legal, reputational, or financial risk. Suspension means your codes stop working, payouts are held, and Portal access may be limited. Our systems may suspend an account automatically where they flag activity that may breach clause 5.3. A person then reviews the suspension, and only a person decides to terminate your account.

18.4 Proportionality. For a first, non-fraudulent, non-deliberate breach we will normally raise it with you and give you a reasonable chance to fix it before we suspend or terminate. We are not obliged to do that where the breach involves fraud or deliberate gaming.

18.5 What happens to your money and your rewards.

(a) On termination by either party in the ordinary course, or on program closure, your Available balance remains payable, whether or not it reaches the payout minimum, and we will pay it within 30 days of the effective date. Any Held balance under clause 11.4 is released and paid on the same basis, once you have given us the information that clause asks for.

- (b) Pending commission on orders already placed continues through its hold period and is paid if it becomes Available.
- (c) On termination for a breach of clause 5.3, we may forfeit Pending and Disputed entries attributable to the breaching conduct. Commission properly earned on genuine orders is still yours.
- (d) A Milestone Reward that you have already unlocked, and which has matured under clause 8.3, stays claimable for 30 days after the effective date of termination. This does not apply where we terminate for a breach of clause 5.3.
- (e) Momentum, Tier, and milestones not yet unlocked end with the agreement and have no residual value.
- 18.6** On termination you must stop using your codes, stop presenting yourself as a Peek partner, stop using our marks and assets, and remove or clearly mark as historic any content that implies a current relationship. Clause 13.3(d) governs content we are already using.
- 18.7** Clauses 9, 10.5, 11, 13.3(d), 13.4, 14, 18.5, 19, and 20 survive termination.
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19. Warranties, liability, and indemnity

19.1 Australian Consumer Law. Nothing in this agreement excludes, restricts, or modifies any guarantee, right, or remedy you have under the Competition and Consumer Act 2010 (Cth) or any other law that cannot be excluded. Where we are permitted to limit our liability for a failure to comply with a consumer guarantee, we limit it to resupplying the relevant service or paying the cost of having it resupplied. Everything that follows applies only to the extent the law allows.

19.2 No earnings promise. We do not promise that you will earn anything. Commission depends on sales you drive. Nothing in the reward map, the tier ladder, the Portal, or any communication from us is a projection, forecast, or guarantee of income.

19.3 The platform. We provide the Partner Portal and attribution on a reasonable-efforts basis. We do not warrant uninterrupted or error-free operation. Attribution depends on Shopify and on customers actually entering your code. We are not liable for orders lost to a customer forgetting the code, to a platform outage, or to a third-party failure outside our control.

19.4 Our cap. Subject to clause 19.1, our total liability to you for all claims arising under or in connection with this agreement in any 12 month period is limited to the greater of the total commission we paid you in the 12 months before the claim arose, and A\$5,000.

19.5 Excluded loss. Subject to clause 19.1, neither of us is liable to the other for loss of profit, loss of revenue, loss of opportunity, loss of goodwill, loss of data, or any indirect or consequential loss.

19.6 Your indemnity. You indemnify us against loss, liability, and reasonable costs (including reasonable legal costs) we suffer arising from:

- (a) fraudulent or deliberately abusive conduct by you, including conduct in breach of clause 5.3; (b) a third-party claim that your content infringes their rights, or your breach of clause 13.4; (c) regulatory

action taken against us arising from your failure to disclose the commercial relationship under clause 5.1; and (d) any other breach by you of clause 5.

This indemnity is reduced to the extent our own act or omission contributed to the loss.

19.7 Your cap. Your liability under clause 19.6(d) is subject to clause 19.5, and is limited in any 12 month period to the greater of the total commission we paid you in the 12 months before the claim arose, and A\$5,000. That limit mirrors our own cap in clause 19.4. Clauses 19.6(a), (b), and (c) are not capped, because those risks are wholly within your control and not within ours.

19.8 We are not liable for any tax consequence of what you earn, or for any penalty arising from your own tax reporting.

20. General

20.1 Governing law. This agreement is governed by the law of **Queensland**, Australia. Both of us submit to the non-exclusive jurisdiction of its courts.

20.2 Resolving disagreements. If something goes wrong, email partners@peek-apparel.com first with enough detail for us to look into it. We will respond within 10 business days. Most things are resolved there. If not, either of us may take it further, and neither of us is prevented from seeking urgent relief from a court at any time.

20.3 Notices. We give notice to the email address on your account and, for anything under clause 17, also in the Partner Portal. Notice by email is taken to be received on the day it is sent, unless we receive a delivery failure message, in which case it is taken to be received when we have actually reached you by another means. Keep your email address current. You give notice to partners@peek-apparel.com.

20.4 Assignment. You may not assign or transfer this agreement, your account, or your codes. We may assign it to a related entity, or as part of a sale of our business, on notice to you.

20.5 Whole agreement. This agreement and Schedule 1 are the whole agreement between us about the Beyond Peek Program, and replace any earlier representation or arrangement. Nothing in this clause limits or excludes any liability we have for misleading or deceptive conduct.

20.6 Order of precedence. If there is a conflict, this agreement prevails over the Schedule, and the Schedule prevails over the Partner Portal and any marketing material. Where a Program Parameter in the Portal is more favourable to you than the Schedule, the Portal value applies.

20.7 No waiver. If we do not enforce a right, we do not lose it.

20.8 Severance. If a clause is unenforceable, it is read down or severed, and the rest stands.

20.9 Interpretation. "Including" is not limiting. Dollar amounts are Australian dollars. A reference to a law includes any replacement of it.

Schedule 1: Program Parameters

Current as at the effective date of this version. These values are configurable under clause 17, and the main figures are shown live in your Partner Portal.

Commission ladder

Tier	Unlocks at	Commission rate	Floor rate under clause 6.3
Affiliate	0 Momentum (on joining)	10%	5%
Advocate	100 Momentum	14%	7%
Insider	500 Momentum	18%	9%
Leader	2,500 Momentum	22%	11%
Partner	5,000 Momentum	26%	13%
Visionary	20,000 Momentum	30%	15%

The floor rate applies only where the promotion guardrail in clause 6.3 would otherwise reduce your commission below it. Outside a site-wide promotion, your ordinary Tier rate always applies.

Gross profit, for clause 6.3

Gross profit on an order means:

the discounted product subtotal actually paid by the customer, excluding shipping, taxes, duties, gift-card purchases, and surcharges,

less the landed cost of the goods in that order,

less payment processing fees charged to us on that order.

Landed cost means what the goods cost us to have in stock, ready to ship. It includes the supplier price, inbound freight, import duty and customs charges, and packaging. It does not include marketing spend, platform or subscription fees, general overheads, staff costs, or outbound shipping to the customer.

Landed cost figures are commercially confidential and are not published in the Partner Portal. The commission floor in clause 6.3 exists so that you can verify your minimum entitlement on any order from the order value alone, without needing our cost data.

Other parameters

Parameter	Current value
Customer discount on your Commission Code	10% off
Momentum earn rate	1 Momentum per A\$10 of the order value calculated under clause 7.2 (rounded down)
Commission basis	Discounted product subtotal, excluding shipping, taxes, and duties (clause 6.2)
Commission floor during a site-wide promotion (clause 6.3)	Half your Tier rate, as set out in the ladder above
Hold period (Pending to Available)	30 days
Reward eligibility maturity window	30 days
Minimum Available balance to request a payout	A\$10
Payout method and currency	Manual bank transfer, AUD, Australian accounts only
Payout processing target	5 business days from request (clause 10.3)
GST guardrail threshold (clause 11.4)	A\$60,000 commission in any rolling 12 month period
GST guardrail response window (clause 11.4)	14 days from our email
Starter Code discount	50% off
Starter Code uses	Single use, personal to you
Starter Code expiry	Approximately 90 days from issue
Starter Code commission and Momentum	None
Leaderboard visibility	Every Partner with sale Momentum is ranked; your name and picture appear only if you opt in; top positions visible
Wallet query window, soft request (clause 9.6)	60 days from the entry appearing
Wallet query window, outer limit (clause 9.6)	12 months from the entry appearing

Parameter	Current value
Milestone claim window after termination (clause 18.5(d))	30 days
Liability cap, both directions (clauses 19.4 and 19.7)	A\$5,000, or trailing 12 month commission, whichever is greater

Milestone reward map

The current reward map, including every Momentum threshold, the reward at each, and the bonus Momentum alternative, is published in the Partner Portal under Tier and Rewards. It is incorporated into this agreement by reference and may change under clause 17.2. The version of the reward map in force at the moment you accept this agreement is recorded under clause 1.2.

Version history

Version 1.3, effective **18 October 2026**

Changes

Clause	Change
Preamble, Schedule 1	"The live figures are always shown in your Partner Portal" softened to "the main figures". The Portal shows the ladder, thresholds, hold period, payout minimum and Momentum rate; it does not show every Schedule 1 value.
4.1(b)	The 90 day alias for a changed Commission Code is removed. A changed code stops working when the new one is issued. The Schedule 1 alias row is removed.
4.2(a)	The Starter Code spend cap is removed from the clause and from Schedule 1. The Starter Code is defined by its discount, single use and expiry only.
6.7	Corrections are recorded in your Wallet; the promise of a note on each correction is removed.
7.3	Rewritten. Momentum is credited the moment an order is recorded and shown immediately, rather than after the return window. It stays provisional until the return window closes, and a Tier or Milestone Reward reached on the back of a burst of orders that are then refunded may be revoked.
7.4	Added the clause 7.3 exception to the permanence of Tiers.
12.1, 12.3, 12.4	Rewritten to describe the board as it works: every Partner with sale Momentum is ranked, opted-out rows appear under a rotating pseudonym and a generic avatar, and a name and picture appear only on opt-in. Opting out takes effect shortly afterwards rather than instantly. 12.4 adds that the whole board may be shown anonymised.
16.1	The Partner Privacy Policy address corrected to its published location, https://beyond.peek-apparel.com/legal/partner-privacy-policy-v1.1.pdf . The previous address did not resolve.
Schedule 1	Starter Code spend cap and Commission Code alias rows removed. Leaderboard visibility row updated.

Outstanding before publication

Nothing outstanding.

Version 1.2, effective **1 October 2026**

Changes

Clause	Change
Header	"Registered address" replaced with the postal address, Suite 63, 76 Edith St, Wynnum QLD 4178. Avoids publishing a registered office that may be residential, and matches the Partner Privacy Policy.
1.3	Added: by accepting the agreement you confirm that you meet the eligibility requirements, including being 18 or older and resident in Australia. The sign-up acceptance tick now states this as well.
2	Added a Partner definition, and called the Tier named Partner "the Partner Tier", so the defined term and the Tier cannot be confused.
9.4	Added that entries can be placed into Disputed automatically when our systems flag activity, and that only a person decides to reverse or cancel an entry. The clause previously assumed a person had formed the suspicion.
9.6	"Immutable" changed to "append-only", matching the Partner Privacy Policy and what the database enforces.
16.1	Now describes the Partner Privacy Policy rather than promising to comply with it, adds its public URL, and states that it does not form part of this agreement, as the version 1.1 change to 16.1 intended.
18.3	Added that our systems may suspend an account automatically when they flag activity, and that only a person decides to terminate. Matches clause 4.3 of the Partner Privacy Policy.
Header, 1.1, 20.1, version history, footer	Company details filled in: Peek Beyond Pty Ltd, ABN 85 702 563 362, Queensland as the governing law, effective 1 October 2026. The before-publication block has been removed.

Outstanding before publication

Nothing outstanding. Company details, governing law and the effective date were filled in on 30 September 2026.

Version 1.1 (draft, superseded before publication)

Naming and title

Change	Detail
Program name	Renamed to the Beyond Peek Program throughout. Supersedes "The Ascent Program" and "Peak Beyond".
Document title	Now Beyond Peek Program Terms and Conditions , previously "Affiliate Agreement". This matches the signup checkbox wording, so the acceptance record under clause 1.2 refers to a document with the same name the Partner ticked.

Substantive changes

Clause	Change
Preamble	Removed the statement that the Portal is always the current position, which conflicted with clause 20.6. Now points to 20.6.
1.2	Acceptance checksum extended to cover Schedule 1 and the milestone reward map, not just the main document.
2	Added Gross profit , Held , and Site-wide promotion definitions.
3.2	Added that describing yourself as an affiliate, ambassador, or partner is not a disclosure for clause 5.1 purposes.
4.1(b)	A forced code change now keeps the old code alive as an alias for 90 days, so published content keeps earning. Exception for infringement.
5.1	Rewritten. Reframed around disclosing the commercial relationship rather than per-post commission, so it covers posts without a code. Now expressly covers Starter Code and Milestone Reward content. Added the list of things that are not adequate disclosure, including "affiliate", tagging, "gifted", "collab", "sp", and "spon".
6.3	Rewritten. Gross profit is now defined in Schedule 1 rather than left undefined. Added a floor at half the Tier rate, replacing "may be reduced to zero". Bounded to orders placed during a site-wide promotion. Wallet entries now flag when the guardrail applied, without disclosing cost figures.
7.2	Momentum is now measured on the post-promotion price rather than list price. Previously "full retail value", which was ambiguous during a site-wide promotion and credited Momentum on list price during the lowest-margin windows.
8.6	Removed the inaccurate statement that Australian law requires three-year gift card validity. Loyalty and reward program cards are carved out of that rule.
9.4	Deleted "You expressly authorise this" and "Our decision is final as between us". Both were grey-list shaped and neither did any work. Replaced with a pointer to clause 20.2.
9.6	Split into a soft 60 day request and a hard 12 month outer limit, so the clause actually does the job it was written for.
10.6	Extended to cover the new Held state.
11.4	Rewritten. The threshold is now measured over a rolling 12 months rather than lifetime, so it tracks the GST test it claims to. Commission is no longer voided during the pause: it accrues into a Held state and is released on confirmation.
13.3	Em dash replaced. No substantive change.

Clause	Change
14.1	Added our product and freight costs to the confidentiality list, consistent with not publishing landed cost.
16.1	The Partner Privacy Policy is now referenced rather than incorporated into the contract, so policy updates do not trigger clause 17 notice obligations and a policy breach is not automatically a contract breach.
17.2(a)	A reduction in the clause 6.3 commission floor now requires 30 days notice, like any other reduction.
17.2(c)	Deemed acceptance by continued use of the Commission Code removed. Replaced with an in-Portal re-acceptance prompt recorded under clause 1.2.
18.5(a)	Held balances are released and paid on termination.
18.5(d)	New. Milestone Rewards already unlocked and matured stay claimable for 30 days after termination, except on termination for a clause 5.3 breach.
18.5(e)	Renumbered from 18.5(d), and narrowed to milestones not yet unlocked.
19.4	Our liability cap raised from A\$500 to A\$5,000, or commission paid in the prior 12 months, whichever is greater.
19.6	Restructured into capped and uncapped limbs. Ordinary clause 5 breaches are now capped. Fraud, IP claims, and disclosure-failure regulatory action remain uncapped.
19.7	New. Caps the Partner's indemnity for ordinary breaches at the same figure as our own cap, and makes it expressly subject to clause 19.5.
19.8	Renumbered from 19.7.
20.3	Deemed receipt on send no longer applies where we receive a delivery failure. Clause 17 notices must also be posted in the Portal.
20.5	Privacy Policy removed from the entire agreement clause, consistent with 16.1. Added an express carve-out so the clause cannot be read as excluding misleading conduct liability.
Schedule 1	Added the gross profit and landed cost definitions. Added a floor rate column to the commission ladder. GST parameter renamed and re-based to a rolling 12 month figure. Added parameters for the response window, the code alias period, the 12 month query limit, the post-termination milestone claim window, and the liability cap.
Throughout	Em dashes removed.

Version 1.0

Initial version, issued as the "Ascent Program Affiliate Agreement".

Beyond Peek Program Terms and Conditions, version 1.3. Peek Apparel is a trading name of **Peek Beyond Pty Ltd**, ABN **85 702 563 362**.