

Affiliate Agreement

Terms, Conditions and Acceptable Use

You must read, agree to, and accept the terms and conditions contained in this user agreement before you may participate in our Affiliate program.

In this agreement, the term "Affiliate" refers to you (the applicant). Wherever the agreement refers to "you" or "your", it means "the Affiliate." The terms "we", "our", and "us" throughout this user agreement refers to the business MYNETWORKSUCCESS.COM that has created the products and who is owned by the Australian registered company Myprofile Pty Ltd A.C.N 097 530 428

Payment

MYNETWORKSUCCESS.COM will pay applicable commissions on the 10th of each month for the previous month's commissions. Commissions are calculated on sales (pay per sale method) based on the commission rate set out on the MYNETWORKSUCCESS.COM website.

If any order that generated a commission or referral fee is cancelled by the customer, or if there are any refunds whatsoever, then this amount will be deducted from the next monthly payment.

Order Fulfillment

MYNETWORKSUCCESS.COM will be solely responsible for processing every order placed by a customer on the Affiliate Site.

Customers

Customers who purchase products and services through the Affiliates Program will be deemed to be customers of MYNETWORKSUCCESS.COM. Accordingly, all MYNETWORKSUCCESS.COM rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our policies and operating procedures at any time. Prices and availability of our products and services may vary from time to time. MYNETWORKSUCCESS.COM policies will always determine the price paid by the customer.

Qualifying Sites

MYNETWORKSUCCESS.COM reserves the right **NOT** to accept any site into the Affiliate Program based on site content. All sites will be reviewed and sites on certain topics will not be permitted. Sites that do NOT qualify relate to any of the following topics, including, but not limited to:

- Pornography of any kind, including but not limited to online subscription pornography or adult subscription content, or pre-adult content (pictures, videos, etc. of individuals under 18 yrs old). Anything that falls into the category of "adult entertainment" is prohibited.
- Any form of "hate" oriented site.
- Animal cruelty or procedures deemed harmful, unnecessary or unnatural to animals.
- Any type of firearms, fireworks or pyrotechnic devices or supplies.
- The sale of alcoholic beverages, tobacco products, live animals, prescription drugs or other controlled substances, hazardous materials, combustibles, corrosives.
- Unsolicited email services of any kind.

- Gambling transactions of any kind, including lottery, raffles, contest sites.
- Money making, work at home, home mailing, MLM, pyramid schemes, or similar products.
- Phone chat lines or psychic readings.
- Any form of sex product (Viagra, penis, breast enlargement) growth hormones, nutrients, wonder drugs, or human growth hormone.

Additionally, sites may not:

- Violate the privacy, publicity or personal rights of others.
- Infringe on the intellectual property rights of others, i.e., copyrights, trademarks, trade secrets, plagiarism, software piracy, patents, music, images, or other proprietary or property right. Materials that infringe on the intellectual property rights may not be distributed to others.
- Include Defamatory or Abusive Language. Sites may not contain any material that is unlawful, harmful, fraudulent, abusive, vulgar, hateful, racial or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law. Sites with defamatory, abusive or threatening language will be shut down.
- Distribute viruses or worms or provide information on how to send them. Any site promoting any form of cyber crime or other illegal computer activities will be shut down.
- Any illegal activities. MYNETWORKSUCCESS.COM reserves the right to shut down a site if any activities are found to be harmful in any way.

No Spam

MYNETWORKSUCCESS.COM has a zero tolerance policy for spam. Spam is defined as any unsolicited email whether commercial or non-commercial in nature. Spam includes, but is not limited to, the sending of ANY unsolicited information to a person or group that has not specifically asked to receive that particular information or is not a personal acquaintance of the individual sending the information. All Affiliates are expected to adhere to the company's no spam policy.

Part of the no spam policy means, you may NOT:

- Send any email to any type of mailing list or opt-in list that has been purchased or acquired from an outside individual or party.
- Send any email to any type of manually or automatically harvested list of email addresses, names, or contacts.
- Send any email to any type of "lead" or "prospect" before you have received a request for more information.
- Fax any message to any recipient that has not requested the information first.
- Send inappropriate postings to any newsgroup or forum that violates their anti-spam regulations.

MYNETWORKSUCCESS.COM reserves the right to terminate or refuse service to any person or organization at any time for any reason, or no reason at all.

Any Affiliate that engages spam or in promoting prohibited products or services in connection with their site in any way shall have their affiliate contract terminated and could lose any or all affiliate commissions due to them. The site owner also shall be held liable for any and all damages and/or losses that may result as a consequence.

Relationship of Parties

MYNETWORKSUCCESS.COM and the affiliate are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict this statement.

No Warranties

MYNETWORKSUCCESS.COM makes no warranties of any kind, whether express or implied, with respect to the affiliate program. MYNETWORKSUCCESS.COM is not responsible for damages suffered by any customer, including incidental damages or lost profits. This includes loss of data resulting from delays, non-deliveries, missed deliveries, system failures or service interruptions caused by any source whatsoever.

MYNETWORKSUCCESS.COM makes no representation that the operation of our site or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. All content is provided to you "as is" without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.

Additionally, MYNETWORKSUCCESS.COM in no way guarantees financial success through the affiliate program or that any users of the affiliate program or our products will make money in any amount. We are not offering you a guaranteed business opportunity of any sort.

Governing Law & Severability

This agreement between you and MYNETWORKSUCCESS.COM will be governed by and construed in accordance with the laws of the State of New South Wales (Australia), without reference to its conflicts of laws principles. You agree that any litigation or arbitration between the parties will commence and end in Sydney, New South Wales (Australia), and consent to personal jurisdiction and venue in the State. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of that Agreement will continue in full force and effect.

Complete Understanding & Modification

These Terms & Conditions constitute the full and complete understanding and agreement between you and MYNETWORKSUCCESS.COM relating to the subject matter hereof, and supersede all prior understandings, agreements, representations and warranties relating to such subject matter. Any waiver, modification, or amendment of any provision of this Terms & Conditions, initiated by you will be effective only if accepted in writing and signed by MYNETWORKSUCCESS.COM

If you have any questions or concerns about these terms and conditions, or if you need assistance in understanding it, please email us affiliates@mynetworksuccess.com before proceeding to use our services.