

2010 Magazine Tear Sheet Affiliate Program

By MegaBucks Marketing, Inc.

“The Fast & Easy Way You Can Make Thousands of Dollars and Help Your Members Improve Their Marketing Response at the Same Time!”

Dear Affiliate Friend,

You're here because you know the power of positioning yourself as the celebrity or expert and you think that there can be a mutually beneficial relationship in the form of an Affiliate partnership. We want to partner with you so that both parties have a positive experience, both financially and professionally. In order to do that, we need to know more about you, your business, and your list.

Magazine Tear Sheets are products written and produced by MegaBucks Marketing, Inc. (MMI).

Three Reasons to join our Affiliate Program:

1. Big commissions and timely payouts. Our commissions are 12%. Since the magazine tear sheets sell for \$2,495 that means you earn \$300 for everyone you send to us.
2. You can profit from Magazine Tear Sheets, and Nina Hershberger's established reputation. Nina Hershberger and her products are known world-wide and have been wildly successful!
3. You'll get access to our exclusive Megabucks Marketing "affiliate perks." That includes exclusive sneak-peaks and discounts for upcoming products, services, conferences and much more!

To apply for affiliate membership with Megabucks Marketing, Inc., you must agree to the following BEFORE your application is submitted and accepted:

Affiliate Registration Requirements:

1. You must agree to send out an initial membership promotion to your list within the first month of your affiliate relationship with MMI.
2. You must commit to sending a minimum of 4 promotions to your list every year.
4. Since we only want serious, committed affiliates, we expect you to refer sales; if no sales are referred by you in a consecutive 12 month period, you will be removed from the program.

If after reading this letter you feel that you'd like to claim your membership into our exclusive affiliate program, then you need to do a couple of things.

- Plan the date of your first promotion. If you do this first, then you'll ensure that you'll meet the first affiliate requirement.

- Fill out the application form below in complete and thorough detail so that we can effectively evaluate your ability and commitment to promoting MMI products and services.

- Patiently await the approval of your application. It's important you know that your application will not be immediately accepted by default. We will be reviewing your application and deciding if there is a fit for you and your business within the MMI affiliate program. Obviously with the number of applications we receive on a daily basis, this can sometimes take a while. Upon approval, you will begin to receive regular communication from our affiliate team. They'll keep you informed of upcoming promotions, product launches, and events in order to help you jumpstart your affiliate sales.

So take a few minutes before applying to mentally commit to this affiliate membership and then follow the appropriate steps outlined above starting with planning the date of your first MMI promotion.

Looking forward to your success,

Anya Albonetti

Affiliate Manager

Megabucks Marketing, Inc.

725 Violet Road

Elkhart, IN

Phone: 574-320-2522

Fax: 574-262-2314

Email: Anya@megabucksmarketing.com

MMI Affiliate Program

Please take a moment to fill this form out for the MMI Affiliate Program.

Magazine Tear Sheets' Commission Percentage is 15% per issue.

 **PLEASE PRINT CLEARLY** 

Name _____

Company _____

Street Address 1 _____

Street Address 2 _____

City _____ State _____ Zip _____

Country _____

Phone _____ Fax _____

Email _____

Website _____

Federal Tax Identification _____

We'd like to know a bit of additional information about your business to ensure that our program will be a good fit. Please answer the following questions:

 **PLEASE PRINT CLEARLY** 

What types of products & services do you promote?

If you have an existing opt-in email or newsletter list, how many subscribers do you currently have?

- Under 1,000
- 1,001 - 5,000
- 5,001 - 10,000
- 10,001- 50,000
- 50,001 +

Do you have a direct mail list? Yes No

If you have a direct mail list, what is the size?

- Under 1,000
- 1,001 - 5,000
- 5,001 - 10,000
- 10,001 - 50,000
- 50,001 +

How do you plan to initially promote our products?

- On my website
- Through my e-mail list/ newsletter
- With direct mail
- I do not have resources to promote affiliate products at this time

When do you plan to run your first promotion?

- Immediately
- Within 2 weeks
- Within 1 month
- Within 3 months
- More than 3 months
- Not sure

List the website addresses that you use to promote your programs:

List some of the ways you would promote this program:

Additional comments that we should know while considering you for our program?

I would also be interested in creating a unique, niche-edition of the Magazine Tear Sheet.

The size of my list to market a special edition to is: _____

Please contact me with further information about this affiliate opportunity.

By signing on the line below, I agree to follow the guidelines and requirements for this program

Applicant's signature _____

Date _____

Fax back to Anya Albonetti at 574-262-2314

MMI AFFILIATE MARKETING PROGRAM
Terms and Conditions – Effective January 1st, 2010

By signing up as an affiliate with MegaBucks Marketing Inc., you agree to the following Terms of Service.

This agreement is by and between MMI and/or their assigns and all subscribers. Unless the context requires otherwise, MMI. and/or their assigns shall be referred to as "us, we, or our" and you shall be referred to as "you, your or subscriber."

You understand that MMI and/or their assigns does not guarantee or predict any type of profit or response from said services. Subscriber agrees to hold MMI harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which MMI and/or their assigns may become subject arising out of or relating in any way to the use of the services provided under this agreement, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities. **MMI reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Program at any time. Any changes made will be posted to the MMI's Affiliate web site, and it is your responsibility to check the web site for any changes.**

A. Services to be Provided. We agree to pay you certain commissions as described on our website for referral sales made by customers, **OTHER THAN YOUR OWN SALES.** We will not pay commissions on sales to yourself.

B. Payable Commissions. "Completed" orders are those orders that have been ordered, paid for, processed and shipped. Commission payout is around the 10th of the following month. Large Sales Events, including but not limited to, webinars, conferences, speaking engagements, will have 20% of sales commissions withheld until the second month when they will be paid in full. Minimum Commission Payout is \$25.00 a month. Commissions less than \$25.00 will roll over to the following month(s) until the minimum payout is reached. Further, commissions may be subject to cancellation or withdrawal in the event an order is cancelled, credited, or otherwise refunded. Commission payments for orders that are not yet payable may be included in commission payments for subsequent months where an order has been deemed completed and has not be cancelled, credited or otherwise refunded.

C. Cancellations, Credits, Returns and/or Refunds. If a customer cancels, seeks a credit, return or refund from a purchase that generated a commission, we will either deduct from your next affiliate payment or request a refund from you in the event there not another affiliate payment due.

If MegaBucks Marketing, Inc. requests a refund from you due to a cancellation, credit, return, or refund, all monies due shall be forwarded to MegaBucks Marketing, Inc. within ten (10) days of demand for payment by MegaBucks Marketing, Inc.

D. Termination. We may terminate your account:

(a) if you violate our Terms Of Service Policy; (b) promote MMI in a manner that is unethical or inappropriate; or (c) for any reason, in our sole discretion.

E. No Warranties. WE MAKE NO WARRANTIES TO YOU OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE Magazine Tear Sheets, Magtearsheets.com (MegaBucks Marketing Inc.), ITS SUBCONTRACTORS AND AFFILIATES PROVIDE YOU. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE. We shall not be liable for any damages suffered by you, whether indirect, special, incidental, exemplary, or consequential, including, by not limited to, loss of data or service interruptions, regardless of cause or fault. We are not responsible for your lost profits or for your loss of data or information. If notwithstanding this clause we are held liable to you.

F. TERMS. You agree: (1) to use our system in a manner that is ethical and in conformity with community standards; (2) to respect the privacy of other users (you shall not intentionally seek data or passwords belonging to other users, nor will you modify files or represent yourself as another user unless explicitly authorized to do so by that user); (3) to respect the legal protection provided by copyright law, trade secret law, or other laws protecting intellectual property. 4) to accept commercial emails from us.

If we learn of a violation or likely violation of our TERMS OF SERVICE, we will attempt to notify you. If you do not take immediate remedial action which is satisfactory to us, or in the event of a serious violation of the TERMS OF SERVICE, we reserve the right to terminate your account immediately. Every effort will be made to inform you prior to account termination, and to re-establish your account upon receiving such representations from you as we deem appropriate in the circumstances.

YOUR SERVICE WILL BE TERMINATED IMMEDIATELY AND WITHOUT WARNING SHOULD YOU USE OUR SYSTEM AS PART OF ANY BULK EMAIL CAMPAIGN. You may also be subject to fines and legal actions as a result of your bulk email promotion.

There are several qualifications that you must meet in order to become a MMI Affiliate. **You must:**

(a) Possess a legitimate social security number; (b) Be at least 18 years of age; (c) Be a MMI customer yourself.

As a MMI Affiliate, you are expected to:

(a) Be a MegaBucks Marketing customer yourself so you can personally be a testimony to the product to your customers; (b) Continually market the Magazine Tear Sheets to your customer list that you have built in your business; (c) Represent the Magazine Tear Sheets in a professional way.

1099 Tax Form MMI will issue a Form-1099 for tax purposes. 1099s will be sent to Affiliates who had sales commissions of \$600 or more for the calendar year. 1099s will be mailed by January 31 of each year. You are required to enter a valid Tax ID or Social Security Number on your affiliate application. Failure to do so may result in commissions not being paid.

Technology Requirements Your sales must be made through your unique MagTearSheets.com link (URL) that is provided to you when you are approved as an affiliate. You must also provide a valid e-mail address where you regularly check and respond to those emails.

Internet-Use Policy While the Internet can be a valuable tool in helping you run your business, it is important to remember that your most valuable method of advertising and promoting the Magazine Tear Sheets will be through your customers that you have worked so hard to obtain. Being able to provide your customers with new, unique product offerings, such as our wallet mailers and magazine tear sheets, will continue to keep them loyal to you and your business.

In addition to your Affiliate link, you can use certain Internet activities to promote your business. But there are also Internet activities that violate our policies. Please refer to the following lists to see which activities are allowed and which are prohibited. As an Affiliate, you are responsible for adhering to our Internet-use policies.

The following Internet activities ARE NOT allowed. You MAY NOT:

- Use "Mag Tear Sheets" or "Magazine Tear Sheets" or "MegaBucks Marketing Inc." or any other derivative thereof as key words paid Internet advertising, such as pay-per-click.
- List for sale any MMI product(s) or memberships via the Internet that is not through your Affiliate Link (including, but not limited to, auction sites such as eBay).
- Represent yourself as MMI (the company) on websites, chat forums, or any other electronic medium. As our Affiliate, it is important that you always represent yourself as such.
- Create an e-mail address, or create and/or register a domain name or other URL containing "TearSheets" or "MagazineTearSheets" or "MegaBucks Marketing Inc." or any other derivative or misspelling thereof. We reserve the right to review and require changes to any email address, domain name, or URL that we deem may inappropriately associate you with MMI, unless we have specifically given you written permission to do so through another agreement.
- Establish a Web presence (other than your Company Website) solely to promote or sell MMI products and/or the affiliate opportunity, unless we have specifically given you written permission to do so through another agreement.
- Send out mass e-mails (spam).

Trademark and Logo Use The MegaBucks Marketing, Inc. names, trademarks, and logos belong exclusively to us.

MMI Affiliates MAY NOT:

- Use the Magazine Tear Sheets, Mag Tear Sheets, or MegaBucks Marketing Inc name or recreate our Logo for use that does not represent themselves as an Affiliate.
- Use Magazine Tear Sheets, Mag Tear Sheets, or MegaBucks Marketing, Inc. (or any derivative thereof) in individual e-mail addresses or in website addresses, unless we have specifically given you written permission to do so through another agreement.
- Use Magazine Tear Sheets, Mag Tear Sheets, or MegaBucks Marketing, Inc. (or any derivative thereof) on credit applications, bank accounts, checks, or any other business forms.

G. Assignment. This agreement is personal to you. You may not assign your rights under this agreement without our prior written consent. If you do assign your rights, as would be the case were someone other than you to use your account, you shall remain liable to us for any fees due under this agreement. We may assign this agreement at any time.

H. Change of Terms and Conditions. We reserve the right to change the terms and conditions of this agreement as needed. Use of our servers by you after said

changes constitutes acceptance of those new terms and conditions. If you do not agree to the new terms and conditions, you may terminate this agreement in accordance with Section B.

I. Notification of Account Changes. You agree to provide us with such other information relating to your use of this service as we deem necessary or desirable. You agree to notify us if your address, email address, telephone number, billing information changes.

J. Notices. All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been given on the date of delivery: if delivered personally to the party to whom notice is to be given; if sent by electronic mail with a cc: to sender; if sent by fax; or on the third day after mailing by first class mail.

K. General Provisions. The subject headings of the articles and sections are for convenience only, and shall not affect the construction or interpretation of any of its provisions. If any portion of this agreement is found invalid or unenforceable, that portion shall be severed and the remainder of this agreement shall remain in force. This agreement constitutes the entire agreement between us pertaining to its subject matter and supersedes all of our prior agreements, representations, and understandings. Subject to Section I, no supplement, modification, or amendment of this agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This agreement may be executed in one or more counterparts. Each shall be deemed an original, but all of which together shall constitute one and the same instrument. If an organization is the subscriber, the individual signing up for our services represents that he or she is duly authorized to enter into this agreement on behalf of that organization. In the event of a dispute, the parties agree to submit the matter to the Community Dispute Resolution Service or any recognized Arbitration Board located within our state and county, before instituting litigation.