

iMoneyCoach Affiliate Program

Terms and Conditions

As our affiliate, you are important to us, and we value the relationship between you and iMoneyCoach. If you have any questions, please do not hesitate to let us know. You can contact us at coach@imoneycoach.com for straight-forward and honest communication.

Affiliate Agreement

PLEASE READ THIS ENTIRE AGREEMENT. YOU MAY PRINT THIS PAGE FOR YOUR RECORDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND IMONEYCOACH. BY PURCHASING THE IMONEYCOACH FRANCHISE AND SIGNING UP TO BE AN AFFILIATE, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

This agreement ("Agreement") is by and between The Integrity Factor LLC dba iMoneyCoach ("iMoneyCoach") ("we," "us," and "our" shall be construed accordingly) and you ("Partner," "Affiliate," or "you" and "your" shall be construed accordingly) (each individually a "Party" and collectively "Parties") as an online Affiliate in iMoneyCoach's Affiliate Program and the establishment of links from your affiliate web site ("your site" or "Affiliate site") to our websites, www.imoneycoach.com and <http://store.imoneycoach.com> ("our site" or "iMoneyCoach").

1. Overview

This Agreement contains the complete terms and conditions that apply to you as an affiliate in iMoneyCoach's Affiliate Program.

You agree that your name and email address are being added to our in-house affiliate mailing list. We use this list solely for purposes of contacting you about changes, help, tips, resources, additions, improvements and other related topics about our affiliate program. Your details will never be sold, rented or shared with anyone else. You can unsubscribe from this list at any time. Instructions on how to do so are contained in each email we send out.

You agree not to misrepresent any facts and figures and to completely comply with all applicable laws, rules, and regulations at all times. We reserve the right to remove an affiliate member from this program at any time for any violations. You may also leave this affiliate program at any time simply by letting us know you wish to leave.

2. Enrollment in the Affiliate Program

- 2.1. To begin the enrollment process you shall purchase the iMoneyCoach Franchise then complete the Affiliate Program application via the link that is emailed to you upon completion of the purchase. This Program is designed for participants aged 18 and above who can form legally binding contracts under applicable law. By accepting this Agreement and participating in the Program, you acknowledge that you are age 18 or above. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Affiliate Program for any reason, including, but not limited to, inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable. If we reject your application, you are welcome to reapply to the Affiliate Program at any time subject to the removal of any content that may have been found objectionable to iMoneyCoach.

3. Promotion of Our Affiliate Relationship

- 3.1. As an affiliate, we shall make available to you a variety of graphics and textual links (each of these links sometimes being referred to herein as “Links” or individually as “Link”), which, subject to the terms and condition hereof, you may display as often and in as many areas on your website as you desire, should you choose to promote iMoneyCoach on your own site. The Links shall serve to identify your site as a member of our Affiliate Program and shall establish a link from your site to ours.

By loading or agreeing to have iMoneyCoach images loaded onto your site, you agree that you will cooperate fully with us and comply with this Agreement at all times in a manner consistent with our current policies.

We may cancel your application or membership if we determine that the website where you advertise our products is unsuitable for our program, including if it:

- 3.1.1. Promotes sexually explicit materials
 - 3.1.2. Promotes violence
 - 3.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
 - 3.1.4. Promotes illegal activities
 - 3.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
 - 3.1.6. Includes “iMoneyCoach” or variations or misspellings thereof in its domain name
 - 3.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable to us in our sole discretion.
 - 3.1.8. You may not create or design your website or any other website that you operate explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are iMoneyCoach.com.
- 3.2. As a member of our Affiliate Program, you will be able to download and use advertising materials provided by us. In order for us to accurately keep track of all purchases by your referrals, you must use your affiliate links to our store.
- 3.3. We reserve the right, at any time, to review and approve the use of your links and require that you change their use to comply with the guidelines provided to you.
- 3.4. If you choose to use your own website to promote iMoneyCoach, the maintenance and updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel would enhance your performance.
- 3.5. If you choose to use your own website, it is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any other person’s copyrighted material, whether it is the written word, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person’s copyrighted material or other intellectual property in violation of the law or any third party rights.

4. iMoneyCoach Rights and Obligations

- 4.1. We have the right at any time to determine whether you are following the terms and conditions of this Agreement. We may notify you of any changes that we feel should be made. If you do not make the changes that we feel are necessary, we reserve the right to terminate your participation in our Affiliate Program.

- 4.2. We reserve the right to terminate this Agreement and your participation in our Affiliate Program immediately and without notice to you should you commit fraud or should you abuse this program in any way. If such fraud or abuse is detected, we shall not be liable to you for any commissions for such fraudulent sales.
- 4.3. This Agreement will begin upon our acceptance of your Affiliate application and will continue unless terminated hereunder.
- 4.4. We shall be responsible for providing all information necessary to allow you to make appropriate Links from your site to our site. We shall be solely responsible for processing every order placed by a customer following a special Link from your site to our site, for tracking the volume and amount of sales generated by your site, and for providing information to you regarding sales statistics via our reporting platform. We shall be responsible for order entry, payment processing, shipping, cancellations, returns, and related customer service.

5. Termination

Either you or iMoneyCoach may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email, or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

6. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such an event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in the Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

7. Commission Payment Determination

Only products that we choose to offer through our website ("Products") that are (a) sold by us, (b) purchased by users linking to our site through your Links (as an approved affiliate), (c) delivered to a customer, and (d) for which we have received full payment shall qualify for a Commission payment (each, a "Qualifying Purchase"). For each Qualifying Purchase, a Commission will be paid on the amount of the order less taxes, duties, shipping and handling, discounts and/or promotions, amounts returned for credit card fraud, bad debts or for returned goods, charge backs and any royalty paid on iMoneyCoach products. Commissions will only be paid in US dollars. If a product that generated a Commission is returned by the customer, we will deduct the corresponding Commission from your next payment. If there is no subsequent payment due, you will be billed for and required to repay the Commission. The amount of the Qualifying Purchase(s) minus the applicable deductions referenced in this Section shall be considered as "Net Sales." Affiliate Program Commission percentages will be as displayed in your affiliate account. Sales of Gift Certificates do not earn commissions, however purchases made with gift certificates earn commission based on the basic rates.

8. Commission Payment

When the total commission payment(s) due to you (based on Section 8 above) exceeds FIFTY US DOLLARS (US\$50) at the end of any calendar month, you shall be paid via a company check for the applicable commission (less any taxes required to be withheld under applicable law). Commission checks shall be sent within fifteen (15) days after the end of each calendar month earned and shall be paid in US dollars only.

Once the first commission check is provided, future commission checks will be sent once the total commission payment(s) due to you exceed FIFTY US DOLLARS at the end of a given month.

If we determine, in our sole, discretion, that you have breached this Agreement, we may (without limiting any other rights or remedies available to us) withhold any revenue sharing fees otherwise payable to you under this Agreement. As a condition to payment of a Commission, you must provide iMoneyCoach all information reasonably necessary for iMoneyCoach to process payments to you in accordance with any and all applicable laws and regulations. This includes, but is not limited to, the tax identification number.

9. Access to Affiliate Account Interface

You will create a login and password so that you may enter iMoneyCoach's secure affiliate account interface. From that interface you will be able to receive your reports that will describe the calculation of the commissions due to you.

10. Promotion Restrictions

- 10.1. You are free to promote your own web sites, but naturally any promotion that mentions iMoneyCoach could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by iMoneyCoach. For example, bulk email advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not use email advertising that in any way effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to your customers to promote iMoneyCoach so long as the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote as long as the newsgroup specifically welcomes commercial messages. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.
- 10.2. You agree not to use cash rebates or negative words such as "scam" in any promotional campaign. It is unimaginative, and it damages our reputation and name.
- 10.3. If you quote specific prices or figures in your advertising, understand that we reserve the right to change the prices of our products at any time without prior notice and will not be held responsible for the prices you quote.
- 10.4. You shall not use any existing or future software product or service (including, without limitation, any computer programming code that is an add-on or bundled with any browser or other host application) that will replace, insert, read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to iMoneyCoach by any other person or entity.
- 10.5. You shall not in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of iMoneyCoach.
- 10.6. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities listed in Section 10, we reserve the right (without limiting any other rights or remedies available to us) to withhold any Commissions otherwise payable to you under this Agreement and/or terminate this Agreement.

11. Grant of Licenses

- 11.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of our Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of iMoneyCoach and the goodwill associated therewith will inure to the sole benefit of iMoneyCoach.

- 11.2. Each party agrees not to use the other's propriety materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.
- 11.3. You grant to us a non-exclusive right to utilize your names, titles, and logos, as the same may be amended from time to time ("Affiliate's Licenses Materials"), in iMoneyCoach's advertising, marketing, promotional and publicity activities; provided, however, that we shall not be required to so advertise, market, promote, or publicize. This license shall terminate upon the effective date of the expiration or termination of this Agreement.
- 11.4. You may not register the word iMoneyCoach or variations thereof for use in any search engine, portal, advertising service, or similar services service.

12. Disclaimer

IMONEYCOACH MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING IMONEYCOACH SERVICE AND WEBSITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

13. Representations and Warranties

You represent that:

- 13.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
- 13.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;
- 13.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

14. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

15. Indemnification

You hereby agree to indemnify and hold harmless iMoneyCoach, its subsidiaries and affiliates, directors, officers, employees, agents, shareholders, partners, members, and other owners against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third part, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site including, without limitation, content therein not attributable to us.

16. Confidentiality

All confidential information including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

17. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

18. Miscellaneous

- 18.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and iMoneyCoach. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement that reasonably would contradict anything in this Section.
- 18.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of either party.
- 18.3. This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America without regard to the conflicts of laws and principles thereof.
- 18.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.
- 18.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.
- 18.6. The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 18.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

19. Waiver

iMoneyCoach's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.