

Publisher Terms and Conditions

Last Updated April 18th 2006

Rapid Response Marketing's MONEY MATTERS LLC.com Affiliate Terms & Conditions Agreement

MONEY MATTERS LLC actively monitors traffic for Fraud. If we detect Fraud, your account will be made inactive pending further investigation. All web sites, newsletters, companies, or individuals need official approval from MONEY MATTERS LLC; [http://www.MONEY MATTERS LLC.com](http://www.MONEYMATTERS.LLC.com) before they can become an (Affiliate, Publisher Partner). Only web sites and newsletters that have been reviewed and approved are permitted to use the programs. MONEY MATTERS LLC reserves the right to withhold or refuse approval on any web site, newsletter, company, or individual for any reason, whatsoever. In order to be eligible for "Leads Program" (Affiliate, Publisher, Partner) approval, all web sites and newsletters must meet the following criteria:

- Be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of our Advertisers
- Be written in English and contain only English language content
- Have a top-level name
- Cannot offer incentives to users to click on ads; incentives include but are not limited to awarding them cash, points, prizes, contest entries, etc.
- Be fully functional at all levels; no "under construction" sites or sections
- Spawning process pop-ups and exit pop-ups are prohibited for click approved affiliates
- The content of the web site and/or newsletter cannot contain any adult content nor link from, or to, any adult materials including but not limited to:
 - Explicit, vulgar or obscene language
 - Posting or referencing of sexually explicit images or other offensive content
 - Promotion of adult services, such as phone sex or escort services
 - The content of the web site and/or newsletter cannot infringe on any personal, intellectual property or copyrights including but not limited to:
 - Racial, ethnic, political, hate-mongering or otherwise objectionable content
 - Investment, money-making opportunities or advice not permitted under law
 - Gratuitous violence or profanity
 - Material that defames, abuses, or threatens physical harm to others or to you
 - Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.
 - Software Pirating (e.g., Warez, Hotline)
 - Hacking or Phreaking.
 - Any illegal activity whatsoever
 - Any questionable or controversial subject matter
 - Any spoofing, reing, or trafficking from adult-related web sites in an effort to gain traffic
- You cannot place our advertisements into your framed environment, unless approved by MONEY MATTERS LLC Here in writing.
- Your web site and/or newsletter cannot be 'point, lottery, or rewards' based encouraging users to click on our Advertisers' banners or use our Advertisers to generate revenue for

users to win points, get rewards, or other incentives unless expressly approved in writing from MONEY MATTERS LLC

In order to be approved as a "Click Program" (Affiliate, Publisher, Partner), all web sites and newsletters must meet the following criteria:

- Be approved as a "Leads Program" (Affiliate, Publisher, Partner)
- Be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of our Advertisers
- Cannot offer incentives to users to click on ads; incentives include but are not limited to awarding them cash, points, prizes, contest entries, etc.
- Spawning process pop-ups and exit pop-ups are prohibited

If you fraudulently add leads or clicks or inflate leads or clicks by fraudulent traffic generation (as determined solely by MONEY MATTERS LLC, such as pre-population of forms or mechanisms not approved by MONEY MATTERS LLC), you will forfeit your entire commission for all programs and your account will be terminated. MONEY MATTERS LLC reserves sole judgment in determining fraud, and you agree to this clause.

It is the OBLIGATION of the (Affiliate, Publisher, Partner) to prove to MONEY MATTERS LLC that they are NOT committing fraud. MONEY MATTERS LLC will hold your payment in 'Pending Status' until you have satisfactorily provided evidence that you are not defrauding the system. We flag accounts that:

- Have click-through rates that are much higher than industry averages and where solid justification is not evident
- Have ONLY click programs generating clicks with no indication by site traffic that it can sustain the clicks reported
- Have shown fraudulent leads as determined by our clients
- Use fake redirects, automated software, and/or fraud to generate clicks or leads from our programs

Filling out this form constitutes an agreement between MONEY MATTERS LLC and the (Affiliate, Publisher, Partner). The commission payment that is generated to the (Affiliate, Publisher, Partner) varies per registered subscriber to the programs offered and/or per clicks. This commission payment is made approximately 60 days after the end of the month and after receiving payment from the Advertiser. Delinquent Advertiser payments received by MONEY MATTERS LLC will be credited to the (Affiliate, Publisher, Partner) in the month that they are received. MONEY MATTERS LLC does not guarantee payment to the (Affiliate, Publisher, Partner) if the Advertiser does not pay MONEY MATTERS LLC

Commission payment totals must exceed \$50.00, otherwise this payment will not be made until the \$50.00 minimum is reached. International (Affiliates, Publishers, Partners) (outside of the United States) agree to a minimum \$50.00 to be reached.

(Affiliate, Publisher, Partner) agrees not to carry objectionable materials on their web site which would revoke their affiliation as determined by MONEY MATTERS LLC (Affiliate, Publisher, Partner) will only run approved banners and text in their advertising of our programs and will NOT create their own banners or advertising text, unless expressly approved in writing from MONEY MATTERS LLC Violation of this forfeits your commissions. (Affiliate, Publisher, Partner) WILL NOT spam or send unsolicited email mentioning or promoting the (Affiliate, Publisher, Partner) programs. Any violation of this will result in the (Affiliate, Publisher, Partner) being liable for damages of \$1.75 per email sent and other damages as deemed by a court of law.

Editing of an Advertiser's program images or copy is strictly prohibited. (Affiliate, Publisher, Partner) will only use approved banners and text to link to an Advertiser's sign-up pages. (Affiliates, Publishers, Partners) will not mislead people to make it seem that they are signing up for an offer that is offered by the (Affiliate, Publisher, Partner) site. (Affiliate, Publisher, Partner) can ONLY use banners and approved text, any other use of link and sign-up processes will result in the loss of all sign ups/leads accrued for the (Affiliate, Publisher, Partner).

MONEY MATTERS LLC reserves the right to terminate any (Affiliate's, Publisher's, Partner's) contract for any reason whatsoever. Termination notice will be provided via e-mail and will be effective immediately. All legitimate moneys due to (Affiliate, Publisher, Partner) will be paid during the next billing cycle. If (Affiliate, Publisher, Partner) defrauds the system, then payment is revoked as determined solely by MONEY MATTERS LLC

You guarantee that all content, products, and services on your web site are legal to distribute and that you own or have the legal right to use any and all copyrighted material.

(Affiliate, Publisher, Partner) irrevocably covenants, promises and agrees to indemnify MONEY MATTERS LLC and to hold MONEY MATTERS LLC harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, arising from any and all claims and lawsuits for copyright, slander, libel, and trademark violation as well as all other claims resulting from member's web pages.

If any (Affiliate, Publisher, Partner) violates or refuses to take part in their responsibilities, or commits fraudulent activity against us, MONEY MATTERS LLC reserves the right to withhold payment and take appropriate legal action to cover its damages.

MONEY MATTERS LLC reserves the right to change any conditions of this contract at any time. Change notices are sent to (Affiliates, Publishers, Partners) by email, and (Affiliates, Publishers, Partners) are responsible for complying with any changes to the contract within 10 calendar days from the date of change. Failure of the (Affiliate, Publisher, Partner) to terminate

the agreement within those 10 calendar days will constitute acceptance of the changes to this contract.

MONEY MATTERS LLC gives no warranty, express or implied, for any and all services and products provided, including, but not limited to, warranty of merchantability and warranty of fitness for a particular purpose. This statement expressly includes any reimbursement for losses of income due to disruption of service by MONEY MATTERS LLC or its upstream providers.

You agree to settle any dispute under this agreement under the laws of the State of Nevada. Any litigation arising under this Agreement will be brought in the federal or state courts of Nevada.

Any legal action taken by an advertiser, agency, client, person, or entity against MONEY MATTERS LLC for actions of you (the affiliate) that violate these terms and conditions, you accept that MONEY MATTERS LLC will work with the advertiser, agency, client, person, or entity to divulge your personal information. You also agree that MONEY MATTERS LLC is not liable for your actions, and you will bear all costs (legal or otherwise) that MONEY MATTERS LLC incurs if MONEY MATTERS LLC is sued by advertiser, client, agency, person, or entity.

If any provision of this agreement shall be held or made invalid or unenforceable by a court decision, statute, rule or otherwise, the remaining provisions of this agreement shall not be affected thereby.

Addendum Added Sept 15, 2006 and edited May 5, 2008

You represent and warrant that you will only advertise on services and providers which permit such advertisement. Any affiliate who may be engaged in posting commercial speech of any kind on any myspace.com website or craigslist.com website on any location within the myspace.com or craigslist.com domain will please cease and desist immediately. Be advised that your commissions will be subject to withholding for any breeches of this directive and your account will be terminated with MONEY MATTERS LLC.com. Any and all liability and incidental expenses incurred by MONEY MATTERS LLC as a result of this unethical advertising may result in an affiliate being billed for any such additional expenses.

You must be 18 years or older to sign up as a(n) MONEY MATTERS LLC (Affiliate, Publisher, Partner).