

Visionista Connection Partner Program Terms & Conditions

FOREWORD

My partners are very important to me. I'll do my best to treat you with the fairness and respect you deserve. I simply ask the same consideration of you. I have written the following terms & conditions with you in mind, as well as to protect Million Dollar Party Girl's good name. So please bear with me as I take you through this formality.

If you have any questions, please don't hesitate to let me know. I'm a firm believer in straightforward, honest communication. For quickest results please email me at lynn@milliondollarpartygirl.com. You can also reach me by phone at 856-404-4343.

With Gratitude,

Lynn Bardowski

Visionista-in-Chief, Million Dollar Party Girl

TERMS & CONDITIONS

PLEASE READ THIS ENTIRE DOCUMENT. YOU MAY PRINT THIS DOCUMENT FOR YOUR RECORDS.

By applying to the Partner Program, you are stating that you have read, understand and agree to the terms and conditions contained herein.

1. Overview

This document contains the complete terms and conditions that apply to you becoming an affiliate in the Visionista Connection Partner Program. The purpose of this document is to allow HTML linking between your web site and the MillionDollarPartyGirl.com web site. Please note that throughout this document, "we," "us," and "our" refer to MillionDollarPartyGirl.com, and "you," "your," and "yours" refer to the affiliate.

2. Affiliate Obligations

2.1. To begin the enrollment process, you will complete and submit the online form at <http://milliondollarpartygirl.com/become-an-affiliate>. Your application will be manually approved and may be re-evaluated at a later time. We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Program, including if it:

- 2.1.1. Promotes sexually explicit materials
- 2.1.2. Promotes violence
- 2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- 2.1.4. Promotes illegal activities
- 2.1.5. Incorporates any materials which infringe on or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

- 2.1.6. Includes "Merchant" or variations or misspellings thereof in its domain name
 - 2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion
 - 2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program
 - 2.1.9. Employs a design that, explicitly or implied, resembles our website or leads visitors to believe you are MillionDollarPartyGirl.com or any other affiliated business
- 2.2. As a member of MillionDollarPartyGirl.com's Partner Program, you will have access to your private affiliate dashboard. Here you will be able to access your unique affiliate link(s), banner creatives, and tracking codes. To ensure accurate tracking, you must use the HTML code that we provide for each banner, text link, or other affiliate link we provide you with.
- 2.3. MillionDollarPartyGirl.com reserves the right, at any time, to review your placement and approve the use of your links and require that you change the placement or use to comply with the guidelines provided to you.
- 2.4. The maintenance and the 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 notify you of any changes that we feel could enhance your performance.
- 2.5. 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 person's copyrighted material, whether written content, images 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.

3. MillionDollarPartyGirl.com Rights and Obligations

- 3.1. We have the right to monitor your site at any time to determine if you are following these terms and conditions. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the MillionDollarPartyGirl.com Partner Program.
- 3.2. MillionDollarPartyGirl.com reserves the right to terminate your participation in the MillionDollarPartyGirl.com Partner Program immediately and without notice to you should you commit fraud in your use of the MillionDollarPartyGirl.com Partner Program or should you abuse this program in any way. If such fraud or abuse is detected, MillionDollarPartyGirl.com shall not be liable to you for any commissions for such fraudulent sales.
- 3.3. This Agreement will begin upon our acceptance of your Partner application, and will continue unless terminated hereunder.

4. Termination

Either you or we may end this partnership 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 partnership will terminate immediately upon any breach of these Terms & Conditions by you.

5. Modification

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

6. Payment

MillionDollarPartyGirl.com Partner Program uses a third party to handle tracking and payment. The third party is Ontraport and MillionDollarPartyGirl.com Partner Program is subject to their payment terms and conditions.

7. Access to Affiliate Account Interface

You will receive a password so that you may access MillionDollarPartyGirl.com Partner Program's private affiliate account interface. From there, you will be able to review your sales and commissions, run reports and change your password.

8. Promotion Restrictions

8.1. You are free to promote your own web site(s), but naturally any promotion that mentions MillionDollarPartyGirl.com could be construed by the public or the press as a joint venture. You should know that certain forms of advertising are always prohibited by MillionDollarPartyGirl.com. For example, 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 advertise in any way that effectively conceals or misrepresents your identity, your domain name(s), or your return email address. You may use mailings to customers to promote the MillionDollarPartyGirl.com Partner Program as long as the recipient is already a customer or subscriber of your services or web site(s) and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote the MillionDollarPartyGirl.com Partner Program, provided the newsgroup specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web site(s) as independent from MillionDollarPartyGirl.com. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of your participation in the MillionDollarPartyGirl.com Partner Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.2. Affiliates are not prohibited from entering a prospect's information into the subscription form as long as the prospect's information is real and true, and it is a valid lead (i.e., sincerely interested in the subscription to Visionista Connection).

8.3. Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Merchant's site (i.e., no page from our site or any MillionDollarPartyGirl.com's content

or branding is visible on the end-user's screen). As used herein a. "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Merchant site in iframes, hidden links and automatic pop ups that open MillionDollarPartyGirl.com's site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

9. Grant of Licenses

9.1. 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 and conditions herein 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 MillionDollarPartyGirl.com Partner Program. You agree that all uses of the Licensed Materials will be on behalf of MillionDollarPartyGirl.com and the good will associated therewith will inure to the sole benefit of MillionDollarPartyGirl.com.

9.2. Each party agrees not to use the other's proprietary 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 these Terms & Conditions, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer

MILLIONDOLLARPARTYGIRL.COM MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE MILLIONDOLLARPARTYGIRL.COM SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF MILLIONDOLLARPARTYGIRL.COM 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.

11. Representations and Warranties

You represent and warrant that:

11.1. These terms and conditions have been duly and validly executed and delivered by you and constitute your legal, valid, and binding obligation, enforceable against you in accordance with said terms and conditions;

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions herein and to perform your obligations under this Agreement, without the approval or consent of any other party;

11.3. You have sufficient right, title, and interest in and to the rights granted to us in these terms and conditions.

12. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS 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 MILLIONDOLLARPARTYGIRL.COM'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS PARTNERSHIP.

13. Indemnification

You hereby agree to indemnify and hold harmless MillionDollarPartyGirl.com, its subsidiaries and affiliates, and their 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 party, (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.

14. 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 partnership 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.

15. Miscellaneous

15.1. You agree that you are an independent contractor, and nothing herein will create any joint venture, agency, franchise, sales representative, or employment relationship between you and MillionDollarPartyGirl.com. 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 web site(s) or otherwise, that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under these terms and conditions to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. These Terms & Conditions shall be governed by and interpreted in accordance with the laws of the State of New Jersey without regard to the conflicts of laws and principles thereof.

15.4. You may not amend or waive any provision of these terms and conditions.

15.5. This represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained herein are included for convenience only, and shall not limit or otherwise affect the terms and conditions.

15.7. If any provision of these terms and conditions 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 these terms and conditions shall have full force and effect.