

# Multiple Stream Media, LLC

## Independent Affiliate Agreement

This Affiliate Agreement contains the terms and conditions that apply to an individual's or entity's participation in the Multiple Stream Media Affiliate program (the "iMediaMarketingTools.com"). This Affiliate Agreement covers the establishment of a Company Name Internet portal or "link" on the applicant's site on the World Wide Web (the "Web"). Throughout this Affiliate Agreement, Multiple Stream Media's iMediaMarketingTools.com Affiliate Program will be referred to as "(iMediaMarketingTools.com)", "we" or "our"; and the referral partner will be referred to as "the Referral Partner", "you" or "your". Multiple Stream Media's site on the World Wide Web is referred to herein as "our web site"; your site on the World Wide Web is referred to herein as "your web site" or "Affiliate Partner Web Site".

1. I understand that as a iMediaMarketingTools.com. ("Owned by Multiple Stream Media, LLC") Affiliate:

a. I have the right to offer for sale iMediaMarketingTools.com services in accordance with these Terms and Conditions.

b. I have the right to refer and enroll persons in iMediaMarketingTools.com.

c. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

e. I will perform my obligations as an Affiliate with honesty and integrity.

2. I agree to present the iMediaMarketingTools.com Compensation Plan and iMediaMarketingTools.com products and services as set forth in official iMediaMarketingTools.com affiliate marketing literature.

3. I agree that as a iMediaMarketingTools.com Affiliate I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of iMediaMarketingTools.com. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF iMediaMarketingTools.com FOR FEDERAL OR STATE

## TAX PURPOSES.

iMediaMarketingTools.com is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless specifically ordered to do so by the Internal Revenue Service or similar government organization.

4. I have carefully read and agree to comply with the iMediaMarketingTools.com Terms Of Services, and the iMediaMarketingTools.com Subscription Agreement. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for monthly bonuses or monthly commissions from iMediaMarketingTools.com.

Compensation Plan and bonuses may be amended at the sole discretion of iMediaMarketingTools.com, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official iMediaMarketingTools.com materials. Amendments shall become effective upon notification. The continuation of my iMediaMarketingTools.com income or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one month from the date hereof and shall automatically renew for successive one-month terms unless cancelled as provided herein or in the Policies and Procedures. I understand that either party may elect not to renew the Agreement by notifying the other party at least five (5) days prior to any monthly renewal date. If iMediaMarketingTools.com elects not to renew the Agreement, such notice shall be emailed to Affiliate at the last email address provided by Affiliate to iMediaMarketingTools.com. If I elect to not renew the Agreement, I understand that I must call (1) 845-383-1138 M-F 9-5 Eastern Time and go through the cancellation process at least five (5) days prior to the monthly renewal date. If either I or iMediaMarketingTools.com elects not to renew the Agreement, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Affiliate. I shall not be eligible to sell iMediaMarketingTools.com products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former referral sales organization. In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former Referrals organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. iMediaMarketingTools.com reserves the right to terminate all Affiliate Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels.

6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of iMediaMarketingTools.com. Any attempt to transfer or assign the Agreement

without the express written consent of iMediaMarketingTools.com renders the Agreement voidable at the option of iMediaMarketingTools.com and may result in termination of my business.

7. I agree that I will not send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. I agree that any email that I send that promotes iMediaMarketingTools.com, the iMediaMarketingTools.com opportunity, or iMediaMarketingTools.com products and services must comply with the following:

- a. There must be a functioning return email address to the sender.
- b. The email must include my physical mailing address.
- c. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation and that I am being compensated for any valid sales.
- d. The use of deceptive subject lines and/or false header information is prohibited.
- e. I will honor all opt-out requests, whether received by email or regular mail. If I receive an optout request from a recipient of an email, I agree to forward the opt-out request to iMediaMarketingTools.com.
- f. All email sent with any mention of or linking in any way to our products, services, offerings, or anything whatsoever tied to our company must be fully compliant with the Can-Spam Act. They must also be fully compliant with all our additional anti-Spam requirements as outlined above. Failure to comply with all of our anti-Spam requirements even if your message is Can-Spam compliant is a direct violation of our Anti-Spam policies.

8. I agree that iMediaMarketingTools.com may periodically send commercial emails on my behalf and authorize iMediaMarketingTools.com to include my physical and email addresses in such emails. I will honor opt-out requests generated as a result of such emails sent by the Company.

9. I understand that if I fail to comply with the terms of the Agreement, iMediaMarketingTools.com may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

**10.** I understand and agree to comply with the Terms of Service and Subscription Agreement of any and all websites/web-based programs in which I am directly or indirectly mentioning or linking in any way to products, services, offerings, or anything whatsoever tied to Multiple Stream Media, LLC. I understand that violating the Terms of Service/Policies & Procedures of a third-party website or web-based program can be considered a direct violation of Multiple Stream Media, LLC. Terms of Service and can result in action being taken against my account (including but not limited to issuance of a written warning or admonition; suspension, which may result in termination or reinstatement with conditions or restrictions; or permanent termination of the account in full).

**11.** I understand and agree that no income claims, income projections, nor income representations may be made to prospective Affiliates. Any false, deceptive, or misleading claims regarding the iMediaMarketingTools.com opportunity or iMediaMarketingTools.com products and services are prohibited. Furthermore, I understand that I may in no way attempt to misleadingly represent myself as an employee of iMediaMarketingTools.com.

Affiliates are independent contractors and are not purchasers of a franchise or business opportunity. All Affiliates may list themselves as an "Independent iMediaMarketingTools.com Affiliate" and in no way may mislead or deceive prospective or existing members into believing the Affiliate is communicating with an employee of Multiple Stream Media, LLC or iMediaMarketingtools.com (this includes but is not limited to telephone calls, emails, or message board postings).

**12.** iMediaMarketingTools.com, its directors, officers, employees, assigns, and agents shall not be liable for, and I release iMediaMarketingTools.com and its directors, officers, employees, assigns, and agents from, all claims for consequential and exemplary damages. I further agree to release iMediaMarketingTools.com and its directors, officers, employees, assigns, and agents from all liability arising from or relating to the promotion or operation of my iMediaMarketingTools.com Affiliate program and any activities related to it (e.g., the presentation of iMediaMarketingTools.com products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify iMediaMarketingTools.com for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

**13.** The Agreement, in its current form and as amended by iMediaMarketingTools.com at its discretion, constitutes the entire contract between iMediaMarketingTools.com and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

**14.** Any waiver by iMediaMarketingTools.com of any breach of the Agreement must be in

writing and signed by an authorized officer of iMediaMarketingTools.com. Waiver by iMediaMarketingTools.com of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

**15.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

**17.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. All disputes and claims relating to iMediaMarketingTools.com, the Affiliate Agreement, the iMediaMarketingTools.com Bonus Plan or its products and services, the rights and obligations of an independent Affiliate and iMediaMarketingTools.com, or any other claims or causes of action relating to the performance of either an independent Affiliate or iMediaMarketingTools.com under the Agreement shall be settled totally and finally by arbitration in Kingston, New York, or such other location as iMediaMarketingTools.com prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act.

**18.** The parties consent to jurisdiction and venue before any federal or state court in Ulster County, State of New York, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

**19.** If an Affiliate wishes to bring an action against iMediaMarketingTools.com for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against iMediaMarketingTools.com for such act or omission. Affiliate waives all claims that any other statutes of limitations applies.

**20.** I authorize iMediaMarketingTools.com to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

**21.** I understand I may cancel my account, and services by calling (1) 845 383 1138 M-F 9-5 EST.

**22.** A faxed copy of the Agreement shall be treated as an original in all respects.

**23.** I agree that this Agreement is not in force until accepted by iMediaMarketingTools.com.

Affiliate Name: \_\_\_\_\_ Affiliate

Signature: \_\_\_\_\_

iMediaMarketingTools Account Username: \_\_\_\_\_