



Affiliate Agreement for:



This agreement describes the entire terms and conditions for participation in the Free Money Affiliate Program. In this agreement, the term "Participant" refers to you (the applicant), and "sponsoring web site" refers to the web site from which you will link to us.

Tom "theToolmans" Free Money Program is the sole and exclusive owner of all right, title and interest including all intellectual property rights in and to the contents, logos, style, design, look and feel, trade names, trademarks to all literary works, computer software programs, products, goods and services (including and all future versions thereof) currently entitled the ("Product"). Product refers to the singular as well as the plural.

You can add or remove links any time you wish:

You may add as many links to our site, or remove such links, at any time and without prior approval from the Free Money Program.

Affiliate Sales Commissions:

If, as a result of a direct advertising effort of the Affiliate, a referred customer of the Affiliate orders and pays for the Product or other goods or services sold by Tom "theToolmans" Free Money Program in the future, Tom "theToolmans" Free Money Program shall pay the Affiliate a sales commission determined in accordance with the Affiliate Compensation Schedule which is set forth in this Agreement and which forms an integral part of it. The commission is based upon the paid selling price of the purchased goods or services before tax and excluding returns ("Sales Commission").

The purchase price of qualifying sales will count toward the total sales during the calendar month in which such sales are made. Only qualifying sales of the Product, to a customer and for which Tom "theToolmans" Free Money Program has received full payment will qualify for the specified referral fee.



The total of such sales in any given month will generate commissions, based upon the following schedule:

Tom “theToolmans” Free Money Program sends out Commission checks in the amount of 50% on any sales, on the fifteenth and thirtieth of every month.

Participant can check the status of commissions earned at any time by visiting the site at the link provided on our site.

If a refund is requested by a customer on a qualifying sale, its referral fee will be deducted from the next bi-weekly payment sent to the Participant. If there is no next bi-weekly payment, the Participant will be billed.

Delivery and Order Processing:

Tom “theToolmans” Free Money Program will be solely responsible for processing every order placed by a customer following a special link from the sponsoring web site. Order forms, payment processing, shipping, cancellations, returns, and related customer service are the responsibility of Tom “theToolmans” Free Money Program.

All of the rules, operating procedures and policies of Tom “theToolmans” Free Money Program regarding customer orders and accounts will apply to orders we receive through special links on your sponsoring web site. Tom “theToolmans” Free Money Program reserves the right to reject any order at its sole discretion.

Copyrighted Material:

The participant is solely responsible for ensuring that your reviews and descriptions comply with all applicable copyright and other laws and shall hold Tom “theToolmans” Free Money Program harmless for any violations thereof.

Customers of Tom “theToolmans” Free Money Program:

Every customer who purchases a product is deemed to be a customer of Tom “theToolmans” Free Money Program. Tom “theToolmans” Free Money Program is not responsible for any representations made by the Participant which contradict our policies.

Pricing and Availability:

All prices shall be established by Tom “theToolmans” Free Money Program. In case of any price discrepancies, the price charged to the customer will always be the price listed on the web page linked from your sponsoring web site.

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Operation of Web site and Processing:

Tom “theToolmans” Free Money Program will make all reasonable efforts to keep its web site operational. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Tom “theToolmans” Free Money Program shall not be liable for any of the consequences of service interruptions, which may occur.

Modification and Cancellation:

Tom “theToolmans” Free Money Program reserves the right to change any of the terms and conditions in this agreement, at any time and in its sole discretion, by posting said new terms on this web site. Said modifications shall be deemed accepted by participant.

Independent Contractors:

Participant of Tom “theToolmans” Free Money Program are independent contractors and nothing in this agreement is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties.

Term and Termination

The term of this Agreement will begin when you accept and will end when terminated by either party. Either Tom “theToolmans” Free Money Program or you may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate's Web Site, all links to the Tom “theToolmans” Free Money Program Site, and all Tom “theToolmans” Free Money Program trademarks and logos, other Tom “theToolmans” Free Money Program Marks and all other materials provided in connection with this Agreement.

We may reject your application or terminate you if we determine (in our sole discretion) that your site is unsuitable for the Program for any reason, including, harmful, threatening, defamatory, obscene, sexually explicit harassing, or racially, ethnically, or otherwise objectionable, such as sites that:

Promote sexually explicit materials;

Promote violence;

Promote discrimination based on sex, religion, nationality, disability, sexual orientation, or age;

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Promote illegal activities; or

Infringe or otherwise violate any copyright, trademark, or other intellectual property rights.

Compliance with Applicable Laws

You are solely responsible for the accuracy and appropriateness of all materials posted on Affiliate's Web Site, and for ensuring that your activities and materials posted on Affiliate's Web Site are not defamatory, in violation of copyright laws or otherwise illegal. You agree to indemnify and hold Tom "theToolmans" Free Money Program harmless for any violations of the foregoing. Tom "theToolmans" Free Money Program disclaims all liability for these matters.

Limitations of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FREE MONEY CORPORATION 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 GOODWILL OR ACTUAL OR ANTICIPATED REVENUE, PROFITS OR LOST BUSINESS), EVEN IF FREE MONEY CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL FREE MONEY CORPORATION'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY) OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL REFERRAL FEES PAYABLE TO YOU UNDER THIS AGREEMENT.

Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or your potential to earn income from the Affiliate Program. In addition, we make no representation that the operation of our site or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

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Mediation & Arbitration

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Michigan, United States. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Michigan, United States, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so. Mediation will be shared equally by each of us.

Miscellaneous

Entire Agreement. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. This Agreement may not be amended except in writing signed by the parties. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

Assignment. You may not assign your rights or obligations under this Agreement to any party.

Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, United States without regard to the conflicts of laws, rules and principles thereof.

Severability. 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.

Notices. Any notice required under this Agreement may be given by email, fax or written letter to the number or address you provide.

You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

Tom "the Toolman"
[The Instant PLR Club!](#)

Toll FREE 1-866-602-6411 or 248-232-0635

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<http://thetoolman.net/Loves/Free7DollarMall/>



<http://thetoolman.net/Loves/CoolTools/>

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