



## Rules Governing POPSuperstore Affiliates

Thank you for your interest in joining the POPSuperstore Affiliate Program (P.A.P.). Below is list of P.A.P. guidelines and rules for participation in the program. When you are finished with this paper, please fax the last page with your signature on it to 847-499-3005. If you at any time have any questions please feel free to submit them to [questions@popsuperstore.com](mailto:questions@popsuperstore.com)

### Affiliate Program Terms and Conditions

This agreement describes the terms and conditions for participation in the POPSuperstore Affiliate Program. The terms "Affiliate," "you," and "your" are referring to you, the applicant. "We" and "our" refer to POPSuperstore and its parent company Merchandising Inventives, Inc. We are independent parties and this agreement will not form any legally binding partnership.

### AGREEMENT DURATION

This agreement will begin upon our acceptance of your affiliate application and will end when terminated by either party. Termination may happen at any time, with or without cause, by giving the other party written notice of termination.

### Commission Structure

You will receive **%6** per sale (NET sales only, commissions are not granted for freight etc, only the actual product) generated through your referrals of POPSuperstore. For a sale to generate a commission to an Affiliate, the customer must complete the secure order form and remit full payment for the service ordered. If a credit card is declined, no successful order was made, and thus no commission is earned.

The software can only track orders generated through the secure order form, thus any purchases made via telephone, check, money order, purchase order, Western Union, or the non-secure order form cannot be accounted for unless an individual specifically mentions your web site as the referral source. The large majority of orders occur through the secure online order form, so most purchases stemming from your referral will be automatically logged.

Unlike other commission programs that give a limited tracking time for their affiliate links, POPSuperstore will give 365 days per customer transaction. If you have a customer that purchases an item and returns to your site within 365 days for another purchase you will receive a commission for that sale provided it follows the standard rules for transaction tracking listed in this document.

If after 365 days from their initial purchase, your customer makes a purchase from POPSuperstore they will not be tracked on the software and supply no commission.

Payment of commissions will be made the first week of the following month. *E.G., commissions for February would be paid the first week of March and so on.* Commissions have a payment "trigger" of \$50.00. Until \$50.00 is reached in accumulated commissions a check will not be issued. If your commission amount exceeds the minimum \$50 during the standard month cycle it will continue to accumulate until the scheduled monthly payment.

This will continue throughout the fiscal year until December where any/all payments will be issued for commissions. *For example, if your site does NOT generate a total of \$50.00 throughout the entire year, you will be issued with a check at the end of the year or when your total commissions reach or exceed \$50.00.*

Commission checks will be issued by Merchandising Inventives, Inc.

## Press Releases and Other Communications (Including All Communications on Affiliates Web Site or Via Other Media)

### Promotion of POPSuperstore by your Corporation or Company

The following rules apply to any press release or other printed or electronic communication that you may want to issue in connection with your participation in the POPSuperstore Affiliate Program, as well as to any other promotion of your site including but not limited to than the artwork banners supplied by POPSuperstore.

Any communication must accurately identify that you are participating in the "POPSuperstore Affiliate Program."

1. Any communication must clearly and accurately describe the nature of your participation in the POPSuperstore Affiliate Program: your communication must not create confusion or misrepresent the nature of your or any other participant's participation in the POPSuperstore Affiliate Program. POPSuperstore and by action Merchandising Inventives reserves the right to review sites before giving final acceptance into P.A.P.

You may, without our prior consent, say the following in any communication: *that you have become a POPSuperstore Affiliate, and/or that you have joined or become a member of the POPSuperstore Affiliate Program.* You may also describe the POPSuperstore Affiliate Program as *"the leading affiliate program for Point of Purchase Merchandise on the Internet."*

You must obtain our prior written consent to use any other description of your participation in the POPSuperstore Affiliate Program or of the program itself, which we may give or withhold at our sole discretion. If you seek such consent, please submit the entirety of your proposed press release and or drawings or art to us by email to [questions@popsuperstore.com](mailto:questions@popsuperstore.com) for review.

Note that in seeking such consent, we will not approve, and you may never in any event issue, any communication which, in the context of describing the POPSuperstore Affiliate Program or your relationship with such program or the POPSuperstore:

- Uses any of the following words: "partnership," "reseller," "alliance," or "relationship agreement," or any other words which may lead one to confuse the POPSuperstore Affiliate Program with any other selling initiatives or which could otherwise be misleading;
- States that POPSuperstore will be selling or promoting your products or services, or that there will be any linking from the POPSuperstore site to your site; or otherwise misrepresents, embellishes, or aggrandizes the business terms of the POPSuperstore Affiliate Program or your or your sites' relationship with POPSuperstore.

### Other Web Site Promotion

1. To protect the integrity of the reputation of POPSuperstore Affiliates as well as the POPSuperstore brand name, you may not promote your site and by action POPSuperstore.com via certain forms of indiscriminate advertising, commonly referred to as "spamming." Accordingly, you may not promote your site via unsolicited commercial e-mail (UCE), postings to non-commercial newsgroups, or cross-postings to multiple newsgroups at once.

In addition, you may not promote your site in any way that effectively conceals or misrepresents your identity, domain name, or return e-mail address. Doing so **constitutes immediate cancellation** of your Affiliate account with POPSuperstore and forfeiture of any accumulated funds.

2. Notwithstanding the foregoing, you may promote your site via mailings to recipients who are already customers or subscribers to your site's services, provided that the recipients have the option to remove themselves from future mailings. Further, you may promote your site via newsgroup postings to newsgroups that specifically welcome commercial messages (when in doubt, consult the newsgroup FAQ or moderators to be sure that such a message is acceptable in that newsgroup).

3. In all promotion, you must clearly represent yourself and your site as entities independent from POPSuperstore or the POPSuperstore site.

4. In any forum or media, you must honor the advertising practices and restrictions that are commonly considered acceptable by its readers.

### **SPAM (UCE)**

Unsolicited Commercial E-mail - POPSuperstore in no way participates in mass unsolicited e-mailing (i.e. spamming), and all Affiliates are expected to adhere to this policy as well. Violation of this policy will result in the termination of this contract and immediate dismissal from the POPSuperstore Affiliate Program and immediately forgoes any accumulated commissions due to be paid to you by POPSuperstore.

### **Modification**

By posting a Change Notice or a new agreement on this site, we may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. If any of the modifications are UNACCEPTABLE TO YOU, your only recourse is to terminate this Agreement. If you CONTINUE PARTICIPATION IN THE PROGRAM following the posting of a Change Notice or new agreement, it will be considered as your acceptance of the change.

Commissions are paid when the standard commission amount reaches a \$50.00 total as a standard base target on the last business day of the month. If requested by the affiliate, a larger denomination can be agreed upon. Please contact support at questions@popsuperstore.com with your request. All requests will be required to be submitted in written form either by email or letter and approved by POPSuperstore/Merchandising Inventives before being activated.

### **Web Site Restrictions**

POPSuperstore reserves the right not to accept any site into the Affiliate Program based on site content. Sites that do not qualify for the Affiliate Program include sites such as:

- # X- rated and those that promote sexually explicit materials
- # Promoting violence and discord.
- # Promoting discrimination based on race, sex, religion, nationality, disability, or age
- # Promoting illegal or questionable activities
- # Violating intellectual property rights

### **DISCLAIMER**

We make no express or implied warranties or representations with respect to the Affiliate Program or your potential to earn income from the POPSuperstore 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 down time.

This Agreement will be governed by the laws of the United States of America. Any action relating to this Agreement must be brought in the courts located in the United States of America and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this

Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

By submitting this Affiliate Agreement form, 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.

POPSuperstore, reserves the right at its sole discretion to modify the foregoing rules at any time and from time to time. POPSuperstore/Merchandising Inventives, Inc. reserves the right to take action including but not limited to Legal fees and restitution for POPSuperstore's parent site Merchinv.com and company Merchandising Inventives against any person or entity that violates these rules.

Any rule changes will be sent via email to your supplied primary contact address supplied by you, the client.

The reason for these rules are simple, spamming complaints from unsolicited emails etc. will be directed toward not only your site but also any other linked affiliate such as POPSuperstore. The end result of these complaints is usually a suspension of site accessibility and message traffic for the affected site(s).

I have read and understand the terms of conduct for being a member of the POPSuperstore.com affiliate program and will follow and abide by all its rules and requirements as noted in this document for my duration as a member of the POPSuperstore.com affiliate program.

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Corporation Name

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Corporation Address

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Web site(s) for affiliate program.

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Your name (please print) and Signature

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Your email address to receive correspondence from POPSuperstore

Today's Date:

Please fax to (847)-499-3005 Attn: POPSuperstore Affiliate Program when complete.

**Welcome to your account** **Your Name** . You may use this page to manage your orders, payments, and other information, all in one place.

### My Orders

Review orders / track packages	Change quantities / cancel orders
Change shipping address	Print invoices
Change billing address	Return items

### Personal Information

Change e-mail address, or password	Manage your billing addresses
Change my e-mail preferences	Manage your shipping addresses

### Payment Settings

Edit or delete a credit / debit card	View gift certificate balance
	Apply a gift certificate to your account

### Other Features

Edit a review that I wrote	View my Wish List
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### Affiliate Statistics

<a href="#">Visit My Affiliate Page</a>
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**Click Here  
to Enter**

I'm done managing my account, log me out.

All

2008

Go

Level	People in level	Click-throughs	Sales	Commission
<b>You</b> (6.00%)	1	0	0	\$0.00
<b>1</b> (0.00%)	0	0	0	\$0.00
<b>2</b> (0.00%)	0	0	0	\$0.00
<b>3</b> (0.00%)	0	0	0	\$0.00
<b>4</b> (0.00%)	0	0	0	\$0.00
<b>Total:</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>

Generate Banner Ads

Click Here  
Select Banner Ad

Your Link:

<http://www.popsuperstore.com/?Click=334>

Anyone who visits "Your Link" will be tracked, and you will get credit. Place your link anywhere: In e-mails, banner ads, on your website, etc.

All of the HTML code below contains your unique ID and is **ready for you to use**. Choose your favorite banner ad below, then follow these easy steps...

**STEP 1:** Click "Select All Code"

**STEP 2:** Copy the selected text (Hold the "Ctrl" key down then hit the "C" key.)

**STEP 3:** Paste the code into your web page. (Hold the "Ctrl" key down then hit the "V" key.)



Click here to "Select All Code"

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<p><a href="http://www.popsuperstore.com/?Click=334"></a></p>
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Click here to "Select All Code"

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<p><a href="http://www.popsuperstore.com/?Click=334"></a></p>
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