

Affiliate Terms And Conditions

This Affiliate Terms and Conditions Agreement (the "Agreement") is entered into by and you (hereinafter referred to as the "Affiliate" and/or "Webmaster") and Make Me LLC, a US corporation, "Caramelcash.com" is a domain owned and operated by Make Me LLC, (hereinafter referred to as "Caramelcash.com" and/or "Caramelcash").

By clicking on 'I accept' and 'create account', the affiliate is entering into this legal agreement with Caramelcash.com and affirmatively stating that same has read, understands and accepts the agreement and as such agrees to be bound by the terms and conditions set forth herein. Affiliate cannot become a member of the Caramelcash Affiliate Program unless accepting each and every term and condition herein.

1) In order to enroll and participate as a webmaster in the Caramelcash Affiliate Program, the affiliate must be over eighteen (18) years of age and/or over the age of majority if residing and/or conducting business in states, provinces or countries where the age of majority is greater than eighteen (18) years of age. The affiliate may not participate in the Caramelcash affiliate program in any manner if not of the age of majority in the state, province or country where residing and/or conducting business. If affiliate is a corporation or any other legal entity, its shareholders, partners and directors must be over eighteen (18) years of age and/or over the age of majority if residing and/or conducting business in states, provinces or countries where the age of majority is greater than eighteen (18) years of age. If at any time, Caramelcash.com discovers that an affiliate is under 18 years of age and/or under the age of majority, the affiliate's account shall be cancelled and all monies due will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.

2) The affiliate must be the owner of the website or the individual vested with the authority to enter into contracts on behalf of the entity that owns the rights to the affiliate website.

3) The Agreement and the provisions hereof, shall be in full force and effect commencing on the date accepted by Caramelcash.com and exist until terminated by either party in accordance with the provisions set forth herein.

4) All payments are made in U.S. dollars ("USD").

Webmaster Referral Program

5) An Active Webmaster is defined as a Webmaster that has earned a minimum of \$100.00\$ of income/payouts with the Caramelcash.com affiliate program. A referring Webmaster will be credited 100.00\$ for a webmaster referral once the referred webmaster reaches 100.00\$ of income/payouts with the Caramelcash.com affiliate program. Webmasters family members and employees are not eligible as referrals and any attempt to refer ineligible individuals to the program will result in immediate account termination.

6) A valid referral is defined as an active webmaster that receives 100.00\$ of income/payouts from the Caramelcash.com affiliate program and is not in violation/breach of the terms of this agreement.

Caramelcash Affiliate Program

7) Structure:

- \$20.00 Pay Per Signup: Caramelcash.com shall pay the affiliate \$20.00 per signup, generated through any of our tours whether the consumer purchases a trial or monthly or multi month membership.

- 60/40 Revenue Sharing: Caramelcash.com shall pay the affiliate 60% recurring of all signups and re bills that the affiliate's traffic generates using this program.

8) A signup is defined as a signup from a valid referral that does not result in a refund or reversal in the first 24 hours of membership and is not in violation of the terms of this agreement.

9) Affiliate acknowledges and agrees that they shall not be entitled to a commission or referral fee for any and all referrals, which are in breach/violation of the terms of this agreement. Affiliate also acknowledges and agrees they shall not be entitled to a commission or referral fee from Caramelcash.com for any subscription, which Caramelcash.com in its sole and unfettered discretion determines, is the result of possible fraudulent activity. In addition, family members and employees of the affiliate are not eligible as sign ups and any attempt to refer ineligible individuals to the program will result in immediate account termination.

10) Caramelcash.com reserves the right to determine the manner in which payments shall be processed. Generally, the pay period shall be once a month: the 1st of the month. Generally, payments shall be made 30 days after the end of pay period. Generally, the payment is sent 30 days after end of pay period. There is a \$4.00 fee for mailed checks or Epassport witch is taken out of Affiliates profit.

11) The affiliate shall be solely responsible for the operation, development and general maintenance of their website.

12) An Affiliate is not authorized to and shall not change, modify or in any way edit Caramelcash names, images, file names, trademarks, design logos, watermarks, banners, ads, descriptive logos or any other material for any purpose other than as expressly set forth herein or in any modification to this Agreement. More over, an affiliate shall not remove, edit, modify, alter or change the Caramel or any other Caramelcash watermark in any way, nor shall they insert publicity of any kind within the videos/scenes (during, before or after). The affiliate acknowledges and understands that any breach of these provisions gives Caramelcash.com the right to revoke one's webmaster status without notice as well as cancel the affiliate's account and all monies due will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.

13) All scenes (videos) belonging to Caramelcash.com and/or its subsidiaries posted/uploaded/published onto websites by the affiliate as part of the Caramelcash affiliate program shall not run longer than three (3) minutes in total duration. In addition, when posting/uploading/publishing a scene, the affiliate agrees not to post more than one part of the scene. More than one part of the same scene cannot be posted. Any affiliate that posts/uploads/publishes scenes longer than three minutes and/or posts various parts of the same scene, acknowledges and understands that Caramelcash.com shall have the right to revoke one's webmaster status without notice as well as cancel the affiliate's account and all monies due will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.

14) Caramelcash.com abides by a ZERO TOLERANCE policy relating to "spamming." No spamming of any kind or in any form, whatsoever, is permitted to Caramelcash's site. Caramelcash does not allow Webmasters to market websites under this program through the transmission of unsolicited bulk e-mails, therefore, it is extremely important that any mass e-mailings by you conform to our policies. To comply with the new US Federal Law, CAN-SPAM Act of 2003 Caramelcash strictly enforces the following policy effective midnight, December 31, 2003.

15) Affiliate acknowledges and agrees that its website(s) shall be in full compliance with Section 2257 of Title 18, United States Code, the "Records Keeping and Labeling Act" containing all information as required by Section 2257 of Title 18. Affiliate further acknowledges that it has a legal obligation to comply with disclosure provisions of the Records Keeping and Labeling Act and shall identify a custodian of records and address for each and every image appearing on the affiliate's website and/or comply with all amendments of Section 2257 of Title 18. The affiliate warrants that all content on its website shall be compliant with Section 2257 of Title 18 and all models were at least eighteen (18) years of age when content was created.

16) The affiliate shall not Caramelcash.com's images or videos for promotion of any other site.

17) Caramelcash.com abides by a ZERO TOLERANCE policy relating to any illegal content. Child Pornography, bestiality, rape, torture, snuff, death and/or any other type of obscene and/or illegal material shall not be tolerated by Juggcash.com. Should an affiliate send hits or cause hits to be sent from any site which contains Child Pornography, bestiality, rape, torture, snuff, death of any other type of obscene and/or illegal material, status as Webmaster will be revoked without notice and account cancelled and all monies due to the affiliate will be forfeited as partial damages for violation(s) of the terms and services of the Agreement. Furthermore, should an affiliate website contain any child pornography, bestiality, rape, torture, snuff, death and/or any other type of obscene and/or illegal material of any kind, Juggcash.com shall revoke the webmaster's status without notice and terminate the account and all monies due to the affiliate will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.

18) Caramelcash.com does not accept traffic from any site that contains materials which constitutes an infringement, misappropriation or violation of any individual's or entity's intellectual property rights including but not limited to copyrights, trademark rights, rights of publicity, patent rights,

personal property rights, privacy rights, etc. If you send hits or cause hits to be sent from any site which constitutes an infringement, misappropriation or violation of any individual's or entity's intellectual property rights, your status as Webmaster will be revoked without notice and your account cancelled and all monies due to you will be forfeited as partial damages for violation(s) of the terms and services of the Agreement. Further more, should an affiliate website contain any material which in Caramelcash's sole discretion constitutes an infringement, misappropriation or violation of any individual's or entity's intellectual property rights including but not limited to copyrights, trademark rights, rights of publicity, patent rights, personal property rights, privacy rights, etc., Caramelcash.com shall revoke the webmaster's status without notice and terminate the account and all monies due to the affiliate will be forfeited as partial damages for violation(s) of the terms and services of the Agreement.

19) Caramelcash.com shall not tolerate any form of deceptive, unfair and/or false advertising by an affiliate and all such practices are prohibited.

20) Caramelcash.com shall not tolerate any spyware or ad-aware and shall not accept referrals obtained through Spyware or ad-ware and all other software which sends data back to the user with his/her knowledge and/or consent.

21) The Affiliate acknowledges and agrees that Caramelcash shall have the right to revoke the webmaster's status without notice and terminate the account and all retain monies due to the affiliate as partial damages for violation(s) of the terms and conditions of the Agreement if in Caramelcash's sole and unfettered discretion, the affiliate has violated any of the terms of the agreement.

22) Affiliate accounts terminated by Caramelcash due to a violation of the terms and conditions set forth herein, cannot re-apply to the Caramelcash Affiliate Program without the written consent of Caramelcash. Subject to the restriction, the present Agreement will be binding on and enforceable against parties and their respective successors and assigns. Failure by Caramelcash to enforce strict performance of any provision in the Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

23) Caramelcash.com reserves the right to cancel any Webmaster's account that has an unusually high number of charge-backs and refunds as decided in the sole and unfettered discretion of Caramelcash.com. Any monies, which are due to any Webmaster whose account has been terminated due to charge-backs and refunds, will be forfeited as partial damages under the terms of this agreement.

You are paid a percentage of the profits generated on Caramelcash websites from your traffic, after the credits, chargebacks and processing fees have been deducted. You will receive a percentage of profits generated from traffic as long as the surfers renew their memberships, without limitation. Your profits are calculated with the following formula : $\text{Profits} = \text{Sales} + \text{Renewals} - \text{Credits} - \text{Chargebacks} - \text{Processing fees}$. Should the deduction result in a negative balance for You, You will not earn and/or be paid further commissions until the cost of the Charge Back has been covered. If,

however, the Charge Back is refused by the customer's financial institution, the commission shall be returned to You and included in Your next monthly's commission payment.

24) Affiliate acknowledges and agrees that Caramelcash.com shall have the right, in its sole and exclusive discretion, at any time during the term of this agreement, to expand or modify what it determines to constitute possible fraudulent activity. Without limiting the generality of the foregoing, possible fraudulent activity shall include without limitation, the following circumstances or activities:

-Where there has been an attempt to process a credit card with a bin number that is listed in a negative bin number database; and

-Where there have been sequential or multiple attempts to register or subscribe from a credit card using the same bin number and sequential or multiple number strings to complete the credit card number.

25) All Caramelcash.com program benefit materials, including but not limited to all advertising banners, photographic materials, recordings, video, sound, and any other form of intellectual property provided to the affiliate by Caramelcash.com as part of this program shall remain the exclusive property of Caramelcash.com and may not be copied, reproduced, altered, modified, changed, broadcast, distributed, transmitted, disseminated, sold or offered for sale in any manner except as expressly authorized in writing by Caramelcash.com. The affiliate acknowledges and agrees that nothing in this agreement shall grant the affiliate any right of ownership whatsoever in Caramelcash's intellectual property. The affiliate agrees that it will not take any action or act in any manner that shall ruin or otherwise impair the value and the goodwill associated with the Caramelcash brand and its property. Affiliate agrees not to use Caramelcash's proprietary marks in a manner that diminishes its value or portray its product in a negative manner.

26) Should any law enforcement agency, internet service provider or other individual or entity provide Caramelcash.com with notice that an affiliate has engaged in the transmission of unsolicited e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service provider's terms of service, Caramelcash.com reserves the right to cooperate in any investigation relating to your activities, including the disclosure of your account information in connection therewith.

27) "Confidential Information" shall be defined as any information, oral or written, treated as confidential that relates to either party's (or, if either party is bound to protect the confidentiality of any other persons information, such other persons) past, present or future research, development or business activities, including any unannounced product(s) and service(s) and including any information relating to services, trade secrets, intellectual property, developments, designs, inventions, processes, plans, financial information, customer and supplier lists, forecasts, and projections. Confidential information shall also include the terms of this Agreement, any date, idea, technology, know-how, inventions, algorithms, process, technique, program, computer software, computer code, and related documentation, work-in-progress, future development, engineering, distribution, manufacturing, marketing, business, technical, financial or personal matter relating to

any actor or actress present or future products, sales, customers, employees, opportunities, markets or business in graphic text or electronic or any other form, that is treated as confidential by either party. The affiliate agrees it shall not disclose of any Confidential Information to any third party and shall not use Confidential information for any purpose other than performance of the right obligations of the agreement. Affiliate shall also take all and any reasonable precautions to prevent any unauthorized disclosure of Confidential Information.

28) Caramelcash.com reserves the right to cancel this program at any time.

29) Caramelcash.com shall not be liable for any losses due to server downtime, net congestions and any and all similar and like occurrences or difficulties.

30) The parties to the agreement shall not be liable or be considered in breach or default under the Agreement on account of delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond the party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to acts of God; wars, riots, acts of civil or military authority, terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; strikes, etc.

31) The terms and conditions of this Agreement are subject to change by Caramelcash.com at any time in its sole discretion. You shall be provided reasonable notice of any such changes by e-mail to your address on our records or by posting the changes on the site and such shall be considered sufficient notice for notifying you of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and Affiliate Program rules. All such modifications shall take effect 48 hours after we serve notice as provided above, unless we indicate otherwise. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program, following Caramelcash's posting of a change notice or new agreement on the site, will constitute binding acceptance of the change and shall constitute confirmation of Webmaster's acknowledgement and assent to any such modifications. You affirm that you have read this Agreement and understand, agree and consent to its Terms and Conditions.

32) Nothing in this Agreement shall be construed so as to create a relationship of partners, any partnership, joint venture, agency franchise, sales representative, or employment relationship between the parties. Affiliate will have no authority to make or accept any offers or representations on behalf of Caramelcash.com. Affiliate will not make any statement, whether on their website or otherwise, that would reasonably contradict anything in this Section. Affiliate is not an agent of the Caramelcash.com and Caramelcash.com expressly disclaims responsibility for any conduct by affiliate in violation of our terms of agreement. 33) Caramelcash will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Affiliate Program, even if Caramelcash.com have been advised of the possibility of such damages. Furthermore, Caramelcash's aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total commissions paid or payable to the affiliate under this Agreement.

34) Affiliate hereby represents and warrants to Caramelcash.com that this Agreement has been duly and validly executed and delivered by the affiliate and constitutes said affiliate's legal, valid and binding obligation, enforceable against affiliate in accordance with its terms; and that the execution, delivery and performance by the affiliate of this Agreement are within their legal capacity and power; have been duly authorized by all requisite action on their part; require the approval or consent of no other persons; and neither violate nor constitute a default under the (i) provision of any law, rule, regulation, order, judgment or decree to which affiliate are subject or which is binding upon affiliate, or (ii) the terms of any other agreement, document or instrument applicable to affiliate or binding upon the affiliate. Should any law enforcement agency or internet service provider provide Caramelcash.com with notice that the affiliate has engaged in transmission of unsolicited bulk e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service provider's terms of service, Caramelcash.com reserves the right to cooperate in any investigation relating to affiliates activities including disclosure of affiliates r account information in connection therewith.

35) The Affiliate may not assign this Agreement including the rights and obligations to any third party without the prior express written approval of Caramelcash.com.

36) If any term, clause or provision of the agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

37) Affiliate hereby agrees to indemnify, defend and hold harmless Caramelcash.com, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expense (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by Caramelcash (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim or threatened claim use of the Affiliate Trademarks infringes on the rights of any third party; (ii) the breach of any promise, covenant, representation or warranty made by the affiliate herein; or (iii) or any whatsoever claim related to affiliate site.

38) This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, without regard to conflicts of law principles. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the Province of Quebec, Canada. You hereby submit to the jurisdiction and venue of said Courts. You consent to service of process in any legal proceeding.

39) This Agreement shall be binding; the failure of Caramelcash.com to enforce the strict performance of the terms of any provision of this Agreement shall not be deemed a waiver of the right of Caramelcash.com to subsequently strictly enforce any provision of this Agreement. This Agreement constitutes the entire agreement between the affiliate and Caramelcash.com. If for any reason a court of competent jurisdiction finds that any provision of this Agreement, or portion

thereof, to unenforceable, in whole or in part, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement and the remainder of this Agreement shall continue in full force and effect.

40) By signing up to the affiliate program, and by supplying Caramelcash.com with all the required information to sign up as a Webmaster, the affiliate is acknowledging that they have read and agreed to all of the terms and conditions, promises, warranties, duties and obligations set forth in the above agreement and agree to be bound by the terms thereof.

IMPORTANT NOTICE

NON-CANADIAN SUBSCRIPTIONS

An affiliate cannot use their membership on the territory of Canada if they did not purchase this Membership in Canada. If Caramelcashh.com discovers that a Membership was purchased by a person not located in Canada, but that Membership is being used in Canada, Caramelcash.com will automatically block the affiliate's access, terminate the account and void the Membership. NON-CANADIAN SUBSCRIPTIONS

Non-Quebec Subscriptions

An affiliate cannot use of their Membership on the territory of Quebec if they didn't purchase the Membership in Quebec. If Caramelcash.com detect that a Membership was purchased by a person not located in Quebec, but that Membership is being used in Quebec, Caramelcash.com will automatically block the affiliate's access, terminate the account and void the Membership.

Quebec Subscriptions

There is no territory restriction for Membership purchased in the Province of Quebec. GST and/or QST shall be included in the price if applicable.