

MWS Affiliate Program Terms and Conditions

The following are the terms and conditions of participating in the MyWorkSchedule.com Affiliate Program. "Affiliate" refers to yourself. "MWS" refers to MyWorkSchedule.com, a website owned and operated by MC2 Studios, Inc., referred to herein as "MC2" and located at 7970 Fredericksburg Road, San Antonio, Texas 78229.

Commission Structure

MC2 will pay the Affiliate based on one of two options that the Affiliate will select when they request an affiliate account.

Option A Commission Structure: MC2 will pay the Affiliate 100% commission of the first month subscription fee of each new MyWorkSchedule.com account which is set up and paid for under the Affiliate's Affiliate ID. Under this option, the Affiliate will receive a one-time commission payment for the account. The Affiliate will not receive payments for subsequent monthly payments made under the new account.

Option B Commission Structure: MC2 will pay the Affiliate a 50% commission of the first month subscription fee of each new MyWorkSchedule.com account which is set up and paid for under the Affiliate's Affiliate ID and an ongoing 10% commission on each monthly fee paid thereafter, for the life of the account.

All percentage payments are based upon the actual monthly subscription fees paid by the MWS customer to MC2. If a MWS customer adjusts their account to a new level, the commission paid that month, if applicable, will be adjusted accordingly.

Payments

Affiliate commission shall be paid on or before the 10th day of the month following the month when the commissions are earned. MC2 reserves the right to modify the payment schedule as long as notice is posted to the Web site. If commission does not exceed \$10 for U.S. based affiliates or \$50 for all others during prior period, MWS reserves the right to hold payment until commissions accumulate to the minimum amount.

Although the Affiliate Program is not limited to the U.S. all payments will be made in U.S. dollars.

If a qualifying sale is canceled or refunded, the related commission will be deducted from the next monthly payment.

All Affiliates are NOT employees of MyWorkSchedule.com or MC2 and are responsible for their own local, state, or country taxes.

All Affiliate applications are subject to approval by MWS Staff. As a confidential business decision, MWS and MC2 reserve the right to accept or reject Affiliate applications based on its sole judgment and without explanation. The Affiliate Application process is based solely on internal business strategies, decisions and processes and MC2 or MWS Staff may or may not choose disclose all or part of that decision making process to prospective applicants. Neither

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MWS nor MC2 will base such decisions or business processes and practices on the race, the sex, the sexual preference, the religion, the national origin, or any physical disability of the prospective applicant.

Both MyWorkSchedule.com and the Affiliate reserve the right to terminate this agreement at any time. If canceled, outstanding commissions for current period at time of cancellation shall be paid in the next monthly payment so long as rules of this agreement were not violated by the Affiliate. In the event an Affiliate terminates the agreement, MWS and MC2 reserve the right to hold in reserve any unpaid commissions for a period of up to 90 days for the purpose of being able to offer refunds for customers that may request a refund.

Cost of Affiliate Program

MC2 does not charge Affiliates a fee for participation in the MWS Affiliate Program.

MC2 will not reimburse or cover the costs to the Affiliate for hosting, website maintenance, graphics, media costs, advertising costs or any other costs or fees incurred by the Affiliate for any activities, including but not limited to, driving traffic internet traffic to the MWS Site or affiliated MC2 or MWS websites or Internet properties, related to its participation in the Affiliate Program.

The Affiliate is solely responsible for all costs it incurs due to participation in this program.

The Affiliate cannot obligate, speak for, or represent MWS or MC2 in any contractual matters nor can the Affiliate incur any expenses or costs or approve any expenses or costs on behalf of MWS or MC2.

The Affiliate is responsible for all costs, fees and expense that it incurs or obligates itself to through or because of its participation in the Affiliate program.

Affiliate Link

Each Affiliate will be issued an "Affiliate Link", or unique URL, which allows MWS staff to identify visitors to the MyWorkSchedule.com site as originating from each individual Affiliate. These visitors are tracked with this unique URL and sales are recorded with your Affiliate ID.

To receive commissions, you must use the provided Affiliate Link. The URL may be in various forms such as a banner, image, or text link.

MyWorkSchedule.com and MC2 reserves all rights in or to its trademarks and service marks but may be used by Affiliate in accordance with this agreement. The MyWorkSchedule.com trademark may not be used to register internet domain names for any purpose. Affiliate may in no way display a MyWorkSchedule.com logo, image, or trademark which may be distasteful, defame, or misrepresent.

Affiliate shall not misrepresent MyWorkSchedule.com products or services.

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Affiliate is solely responsible for insuring that their Affiliate Link is setup properly to qualify for commissions.

Affiliate may not use their own Affiliate Link to order services from MyWorkSchedule.com. Doing so will result in immediate reversal of any commission.

Affiliate agrees to not send unsolicited mail or SPAM mail to promote any of MyWorkSchedule.com products or services. This action WILL RESULT in immediate termination of your account with a cancellation of any pending commissions. Affiliate will also be in violation of the MyWorkSchedule.com Affiliate Agreement and subject to legal action.

Prohibited Sites and Activities

Sites that promote: sexually explicit material or violence do not qualify as an Affiliate. Sites that promote discrimination based on race, sex, religion, national origin, and physical disability, shall not be accepted. Sites that promote illegal activities shall not be accepted. Do not apply if your site promotes these kinds of activities. By applying, you are stating that your Site does not directly promote or endorse these activities.

MWS has a zero tolerance policy towards spam, adware and spyware. Any Affiliate found to using such tools to promote Affiliate links will be terminated from the program and will forfeit any unpaid commissions.

Term of Agreement

This agreement remains in effect until cancelled by either party.

Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the referred Customers. Payment of the final Commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount is paid.

Disclaimer

MyWorkSchedule.com will make every reasonable effort to track and pay commissions for all sales that apply to Affiliate. However, MyWorkSchedule.com is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish this service.

It is the Affiliate's responsibility to insure that MWS and MC2 have the necessary information to complete payments to the Affiliate in a timely and effective manner. Any commissions which cannot be paid due to a lack of information from the Affiliate, will be held for 180 days. Commissions which MC2 and MWS has not been able to pay for a period of 180 days will be considered forfeited by the Affiliate.

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Privacy

To protect MyWorkSchedule.com customer privacy, MC2 and MWS Staff cannot provide identifying customer names and contact information to Affiliates. However, we will provide an online report detailing price, service, date of sale, and perhaps other data for your records.

Independent Contractor

The relationship between MyWorkSchedule.com and Affiliate established by this Agreement is that of independent contractors. MyWorkSchedule.com and Affiliate shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Affiliate" shall not be interpreted as a legal partner or affiliate, simply as an independent contractor for MyWorkSchedule.com under this agreement.

Limitation of Damages

MC2 or MyWorkSchedule.com shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if MyWorkSchedule.com has been advised of the possibility of such damages. MyWorkSchedule.com aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by MyWorkSchedule.com under this agreement.

Affiliate understands that Affiliate tracking can never be 100% accurate and MyWorkSchedule.com is not responsible for inaccuracies that might occur beyond its control. Tracking of Affiliate sales depend on several factors which are out of the control of MyWorkSchedule.com. It is the goal of MyWorkSchedule.com to make Affiliate tracking as accurate as possible, however, MyWorkSchedule.com cannot guarantee 100% tracking for situations beyond its control.

Warranty Disclaimer

MyWorkSchedule.com makes no warranties expressed or implied with regard to Affiliate Program except as outlined in this agreement.

Governing Law

This agreement shall be governed by the laws of the State of Texas and the United States.