

Last Updated on November 29, 2020

Mas Group, LLC Affiliate Agreement

Mas Group, LLC may offer you an opportunity to become an independent Mas Group, LLC Affiliate (“Affiliate”), wherein you have the opportunity to earn additional money for Mas Group, LLC accounts that you sell to other users. Mas Group, LLC reserves the sole and exclusive right to determine the amount of remuneration each Affiliate will receive in exchange for the Affiliate’s efforts. Affiliate commission is further discussed herein. See also Mas Group, LLC [Terms of Service](#), which apply to you in your role as Affiliate, unless otherwise expressly provided for.

This Affiliate Agreement (“Agreement”) governs Your application for, and any subsequent participation in, Mas Group, LLC’ Affiliate program. By clicking “I Accept the Terms and Conditions” and submit, You thereby accept the terms of this Agreement, You indicate that You have read and understood this Agreement, and agree that You are bound by its terms.

SECTION 1 - PARTIES

All references to “Mas Group, LLC” herein refers to www.tailopez.com / Mas Group, doing business as Mas Group, LLC. All references to “You” and “Your” mean and refer to the person or entity who has executed this Agreement. Mas Group, LLC and You are each referred to herein as a “Party,” and collectively as the “Parties.”

SECTION 2 - APPLICATION

You agree to provide all information requested by Mas Group, LLC in connection with Your Affiliate application, and You affirm that all information that You provide is truthful and accurate. You understand and agree that Mas Group, LLC retains sole and exclusive discretion to determine whether You qualify for participation in Mas Group, LLC’ Affiliate program. Not everyone who applies for Mas Group, LLC’ Affiliate program will qualify to participate.

SECTION 3 - CONSENT TO BE CONTACTED

You expressly consent to be contacted at the email address and the phone number You provide in Your application about Your application and the Affiliate program, including through automated dialing systems, texts and artificial or pre-recorded messages. This consent is a material condition of this Agreement and may not be revoked except in writing by both Parties.

SECTION 4 - COMPENSATION

If Your application to become an Affiliate is approved by Mas Group, LLC, You will receive a unique Affiliate ID. The Affiliate ID will be incorporated within each URL which You will use to advertise Mas Group, LLC. You will have the opportunity to receive a commission for each sale (“Sale”) that is registered using Your Affiliate ID.

In the event that a potential new user (“Prospect”) has multiple Affiliate cookies (“Cookies”), the most recently-acquired Cookie will determine which Affiliate is credited with a Sale. There are some products sold that do not have trial periods.

Provided that the Sold Account (as defined below) remains in good status within thirty (30) days from the Sale, You will be paid a commission for each Sold Account that generates a payment to Mas Group, LLC in a month (“Commission”). Except as otherwise provided herein, Commission payments will be paid on the 1st and 15th of each month following Mas Group, LLC’ receipt of payment for a Sold Account, subject to the other terms of this Agreement. In the event the 1st or 15th of each month falls on a holiday, Commission payments will be paid on the business day preceding the holiday. All Commission payments are based on the amount of fees received by Mas Group, LLC, less sales taxes.

Whether or not You apply and are accepted as an Affiliate, if You are a Mas Group, LLC’ user who chooses to display a “made with Mas Group, LLC” badge on the bottom of Your funnel, You will have the opportunity to receive a commission (the “Badge Commission”) when a Prospect creates a Mas Group, LLC account by using Your Badge Affiliate Link, the fourteen (14) day trial period expires, the Prospect makes payment, and a Sale is registered (each such account is a “Sold Account.”)

The amount of Commissions are as follows:

COMMISSIONS

After You click “I Agree” to the terms of this Agreement, You will receive a unique Affiliate URL, which You will use to advertise Mas Group, LLC. When another person (a “Prospect”) clicks through that URL, a cookie (or similar tracking technology (hereinafter “Cookie”)) will be set in the Prospect’s browser. When the Prospect creates a Mas Group, LLC account by using Your Affiliate Link, the Cookie on the Prospect’s browser, corresponding to Your unique URL, registers a “Sale,” and each such account is a “Sold Account.” In the event that a Prospect has multiple Affiliate Cookies, the most recently-acquired Cookie will determine which Affiliate is credited with a Sale. You will be paid a commission for each Sold Course. The Commission amount is 45% of all fees received by Mas Group, LLC for a Sold Course. Commission payments will be made to You on or before forty-five (45) days following Mas Group, LLC’s receipt of payment for a Sold Course, subject to the other terms set forth herein.

TAXES

Before You can be paid any Commission or Bonuses, You must provide Mas Group, LLC a completed W-8 or W-9, as instructed by Mas Group, LLC. You will be deemed to have permanently waived all rights to Commissions or Bonuses that were earned more than 120 days before submitting a completed W-8 or W-9 to Mas Group, LLC. You are responsible for any and all tax liabilities, including without limitation income tax liabilities that arise from or in any way relate to any commissions or bonuses You receive from Mas Group, LLC. If You are not a resident of the United States, Mas Group, LLC may withhold tax (including without limitation VAT) where

required to by applicable law. Where Mas Group, LLC is required to withhold tax, Mas Group, LLC will document such withholding.

MINIMUM COMMISSION AND BONUS PAYMENT

Your combined commission and bonus amount must equal or exceed One Hundred and 00/100 Dollars (\$100.00) before You receive a payment from Mas Group, LLC. If Your combined commissions and bonuses for a given month are less than \$100.00, Your commissions and bonuses will be held until Your combined commissions and bonuses equals or exceeds \$100.00.

COMMISSION AND BONUSES PAID FOLLOWING LEGITIMATE SALE

Commissions and Bonuses are paid only for transactions that actually occur between Mas Group, LLC and a Sale or a Legacy Sale. If the transaction does not actually occur, or if payment from a Sale or Legacy Sale is not actually received by Mas Group, LLC, You will not paid a Commission or Bonus on the transaction. If payment for a Sold Account or a Legacy Account later results in a refund or charge-back, and if a commission or bonus was paid to You for that Sold Account or Legacy Account payment, then the commission or bonus will be deducted from Your future commissions. If Mas Group, LLC determines, in its reasonable discretion, that any Sale or Legacy Sale was procured fraudulently or as a result of any violation of this Agreement, no Commission or Bonus will be paid for such Sale or Legacy Sale. If any Commissions or Bonuses are paid for a Sale or Legacy Sale that was produced fraudulently or as a result of any violation of this Agreement, and the fraud or violation is discovered by Mas Group, LLC after payment, such payment amounts shall be deducted from Your future commissions and bonuses.

U.S. DOLLARS. PAYMENT PROCESSING FEES

All commissions are paid in US Dollars. Depending on what payment processor or payment method you instruct us to use, processing fees may be deducted from Your Commissions payment. See [here](#) for more information on processing fees.

I'm not sure how you are paying Affiliates now and if this matches up.

Once a Commission of \$100 (USD) or more is earned, You will need to register with our third-party payment provider to receive payment of Commissions. This means You are authorizing third party companies to contact You. Before You can be paid any Commission, You must provide Mas Group, LLC a completed W-8 or W-9 tax form, as instructed by Mas Group, LLC, as well as any supporting documentation requested by Mas Group, LLC or its third-party payment provider. You will be deemed to have permanently waived all rights to Commissions that were earned more than 120 days before submitting a completed W-8 or W-9 tax form or any ancillary supporting documentation that is requested to confirm the information on your tax form. If You are not a resident of the United States, Mas Group, LLC may withhold tax (including without limitation VAT) where required by applicable law. You are solely responsible for complying with all tax laws in Your respective jurisdiction(s) including, but not limited to, the payment of all required taxes, and filing of all returns and other required documents with, the applicable governing body(ies).

Affiliates will not be paid any Commissions for payments made on Affiliate's own user account(s). Affiliates are not permitted to open a Mas Group, LLC account under the name of another person or entity, under a fictitious name, or under any name merely for the purpose of obtaining Commissions, or any other compensation. Affiliates may not pay for another person's or entity's account. Affiliates are not permitted to offer cash rebates or other monetary incentives to obtain Sales.

Commissions are paid only for transactions that actually occur between Mas Group, LLC and a Sale and in which payment is received by Mas Group, LLC. If payment for a Sold Account results in a refund or chargeback, and if a Commission was paid to You for that Sold Account or Legacy Account payment, then the Commission will be deducted from Your future Commissions.

If Mas Group, LLC determines, in its sole and exclusive discretion, that any Sale was procured fraudulently or as a result of any violation of this Agreement or applicable law, no Commission will be paid for such Sale and, for past sales, such payment amounts shall be deducted from Your future Commissions, and Mas Group, LLC may terminate this Agreement immediately without Mas Group, LLC having any liability to You.

SECTION 5 - TERM AND TERMINATION

The term of this Agreement will begin the earlier of (i) when You click "I accept the Terms and Conditions" and submit; or (ii) Your participation in the Affiliate program is approved. Your participation in the Mas Group, LLC Affiliate program will continue month-to-month until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days' written notice of termination. If, in our sole discretion, You fail, or we suspect that You have failed, to comply with any term or provision of the Agreement or the Terms of Service, or violated any law, whether in connection with Your use of Mas Group, LLC or otherwise, we may terminate the Agreement or suspend Your access to the Affiliate website ("Website") at any time without notice to You. In such an instance, and in our sole discretion, we may also for the aforementioned reasons, terminate our relationship and suspend any accounts owned/controlled by You. For the avoidance of doubt, and without limitation for purposes of the foregoing, any violation of the required disclosure will be deemed a material breach of this Agreement. See Appendix A, Section 2, Disclosure. In the event this Agreement is canceled due to Your breach, You immediately forfeit all Commissions, and any other payments owed to You or that may in the future be owed to You without any further liability by Mas Group, LLC to You.

If this Agreement is terminated or canceled, then all provisions that, by their nature, should survive, will survive, including, but not necessarily limited to, all limitations of liability, disclaimers of warranties, indemnity obligations, mandatory arbitration and class action waiver provisions, and exceptions to arbitration. All representations and warranties undertaken by You shall also survive termination or cancellation of this Agreement and/or Your Mas Group, LLC account.

SECTION 6 - ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to Your other representations and warranties herein, You further represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against You by the Federal Trade Commission (“FTC”), any other federal or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against You which relate to alleged intentional torts or alleged violation of any consumer protection or advertising laws. If You become the subject of such an investigation, inquiry, prosecution, or lawsuit any time after this Agreement is executed, You are required to notify Mas Group, LLC of the same within 24 hours. Mas Group, LLC, in its sole and exclusive discretion, may immediately terminate Your participation in Mas Group, LLC’ Affiliate program, as well as immediately terminate this Agreement, based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph.

SECTION 7 - ENTIRE AGREEMENT This Agreement, Appendix A below, along with Mas Group, LLC’ standard Terms of Service, represents the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties as pertaining to Your Affiliate application and, if approved, Your rights and responsibilities as an Affiliate.

Appendix A

Additional Terms of the Affiliate Agreement and Advertising Rules

These Advertising Rules apply to all activities of Affiliate:

1. **General Compliance.** Affiliate shall publish or otherwise distribute advertisements in strict compliance with all applicable laws and regulations, including without limitation, laws prohibiting deceptive and misleading advertising and marketing, email marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), laws governing testimonials (including the FTC’s Revised Endorsements and Testimonials Guides (16 CFR Part 255 of the Code of Federal Regulations)), and all guidelines issued by the FTC. Affiliate is solely responsible for ensuring Affiliate’s compliance with all laws. Affiliates are strictly prohibited from making claims concerning the products and services offered by Mas Group, LLC that are inconsistent with, or beyond the scope of marketing materials produced and made available by Mas Group, LLC on Mas Group, LLC website, www.tailopez.com. Affiliate is prohibited from publishing or otherwise distributing advertisements by telemarketing, fax, or text messaging in any form to any device. Affiliate shall not offer monetary incentives, such as rewards points, cash, or prizes to Prospects in return for their response to an advertisement. Affiliate may, however, offer Prospects information and materials of tangible value including, but not limited to, website templates, information about e-commerce, website design, and online marketing, for reduced or no charge, but only so long as Affiliate accurately describes and delivers such information and materials to the Prospect. Mas Group, LLC retains the sole and exclusive discretion to determine whether Affiliate’s advertising and conduct is in compliance with all laws.

2. Disclosure. On any website that Affiliate advertises any Mas Group, LLC service or product, Affiliate must plainly display (*i.e.*, not in a link, or in small font) disclaimer language, such as:

Disclosure: I am an independent Mas Group, LLC Affiliate, not an employee. I receive referral payments from Mas Group, LLC. The opinions expressed here are my own and are not official statements of Mas Group, LLC or its parent company, Mint Mint, LLC and BBG Enterprises, LLC.

3. Non-Disparagement. Affiliate is not permitted to comment negatively about or disparage the products or services of Mas Group, LLC or any other person or entity, including without limitation the products or services of a Mas Group, LLC competitor. Affiliate is not permitted to engage in any unlawful or deceptive actions with respect to search engine optimization, including, but not limited to, using any technique that generates paid search results based on any trademarks of Mas Group, LLC, any brand name of Mas Group, LLC, or based on the trademarks or brand name of any competitor of Mas Group, LLC, or any other third party. Affiliate shall not direct link to a Mas Group, LLC' sales page from any paid advertising.

4. Social Media. If Affiliate advertises on Instagram or YouTube, then each post must comply with all of the following:

- Each post must contain @Mas Group, LLC or #Mas Group, LLC.
- Each post must contain #ad in a clear and conspicuous location before the text of the description and in all events before the "More" button.
- Each Instagram post must use Instagram's "Paid Partnership" tool.
- Each YouTube post must contain the word "Ad," "Advertisement," "Promotion," or "Paid Partnership" within the video itself in a font size that is clearly recognizable to the viewer and which appears persistently throughout the length of the video in the top right hand portion of the video.

If Affiliate is advertising on other forms of written social media (*e.g.*, Facebook, Twitter), Affiliate must comply with the above disclosure restrictions as applicable to each form of social media. Affiliate must also comply with all rules of each social media platform that Affiliate uses.

5. Income and Business Opportunity Claims. Affiliates are expressly prohibited from making any claims that use of Mas Group, LLC will guarantee that the user will make money. If Affiliate's recruiting efforts include claims related to income Affiliate has made from using Mas Group, LLC or as an Affiliate, the following guidelines must be adhered to:

(a) Affiliate's statements must be completely true and accurate and supported by evidence of Affiliate's experience; and

(b) Affiliate's statements must be accompanied by the following disclaimer in clear and conspicuous font and placement: "These were my results. Your results will vary based on a variety of factors including Your education, effort, and market factors. There is no guarantee You will make any money."

Affiliate is also expressly prohibited from making any express or implied claims that Mas Group, LLC is or provides a business opportunity, franchise opportunity, a “business-in-a-box,” or an assisted marketing plan.

6. Mas Group, LLC’ Trademarks. No logo, tagline, trademark, trade name, or trade dress (collectively, the “Mas Group, LLC Trademarks”) owned by Mas Group, LLC may be used, copied, or reproduced by any Affiliate except as set forth below. No Mas Group, LLC intellectual property (or any mark confusingly similar to any Mas Group, LLC intellectual property) is to be registered as a trademark in any country or registered as a domain name by Affiliate in any way in any country.

Subject to the restrictions below, approved Affiliates are granted a limited, revocable, non-transferrable, and non-assignable license to use the “Mas Group, LLC®” trademark, to advertise Mas Group, LLC online. Any time Affiliate uses the word “Mas Group, LLC” it must be immediately followed by “®”. Affiliate may not use “Mas Group, LLC” or other Mas Group, LLC’ trademarks as part of any URL, domain or website name.

Mas Group, LLC retains exclusive ownership of all Mas Group, LLC’ Trademarks and other intellectual property and all of its rights therein. Affiliate shall not promote or provide services to any other business or person that is infringing any of Mas Group, LLC’ intellectual property.

Consequently, you cannot use any of Mas Group’s, or its affiliates’, owners’, agents’, ensigns’ including but not limited to Tai Lopez’s, name in URL, website name, or business name. This includes using key words such as “Tai” or “Tai Lopez” or anything that may confuse a potential customer from Mas Group, Tai Lopez, or any of its affiliated properties.

7. Complaint Notification. Affiliate must notify Company of any complaint received by Affiliate regarding any advertisements within twenty-four (24) hours of receiving such complaint. Notice should be sent to affiliates@tailopez.com.

8. Independent Contractor. Affiliates are independent contractors of Mas Group, LLC. It is the express understanding and intention of the Parties that no relationship of master and servant nor principal and agent shall exist between Mas Group, LLC and You by virtue of this Agreement. You have no right to act on behalf of or bind Mas Group, LLC in any way, nor share in the profits or losses of Mas Group, LLC. The only compensation available to You is set forth in this Agreement. You are solely and exclusively responsible and liable for all of Your acts or omissions.

9. NO WARRANTY; NO LEADS. Mas Group, LLC does not promise, guarantee or warrant Your business success, income, or sales. You understand and acknowledge that Mas Group, LLC will not at any time provide sales leads or referrals to You. You understand and agree further that this is not a business opportunity, a franchise opportunity, a “business-in-a-box,” or an assisted marketing plan. You are responsible for procuring and paying for any and all materials and resources necessary to operate as an Affiliate as You determine in Your sole discretion.

10. LIMITATION OF LIABILITY. EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL MAS GROUP, LLC OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY POLICY, THE SERVICES OR PRODUCTS, YOUR OR A THIRD PARTY'S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY SOFTWARE, SERVICE, OR PRODUCT, REGARDLESS OF WHETHER MAS GROUP, LLC HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

IN NO EVENT SHALL MAS GROUP, LLC' LIABILITY TO YOU OR YOUR BUSINESS EXCEED THE AMOUNT OF THREE (3) TIMES THE PAYMENTS PAID BY YOU TO MAS GROUP, LLC FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST MAS GROUP, LLC OCCURRED OR TWO-THOUSAND DOLLARS (\$2,000), WHICHEVER IS GREATER.

11. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION, CLASS ACTION WAIVER, & GOVERNING LAW.

As explained in Mas Group, LLC' Terms of Service, any controversy or claim arising out of or related to this Agreement or Your relationship with us that cannot be resolved through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by the American Arbitration Association ("AAA"), and judgment on the award rendered may be entered in any court having jurisdiction thereof. The sections of the Terms of Service entitled "**DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER,**" "**MAS GROUP, LLC' ADDITIONAL REMEDIES,**" and "**GOVERNING LAW AND VENUE**" are expressly incorporated herein by reference. Please review the Terms of Service for more information.

12. Indemnity. You agree to protect, defend, indemnify and hold harmless Mas Group, LLC, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limitation arising out of Your conduct, acts, or omissions related to Your application and/or performance of this Agreement including, but not limited to, any breach of this Agreement. Your indemnity obligation includes, but is not limited to, any third-party claim against Mas Group, LLC for liability or

payments for damages caused by, or other liability relating to, You. This provision expressly survives the termination of this Agreement.

13. Severability. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and the Terms of Service, as so modified, shall continue in full force and effect.

14. Modification/Amendments. This Agreement and Mas Group, LLC' standard [Terms of Service](#) may be modified by Mas Group, LLC at any time, with or without prior notice to You. Amendments or modifications to this Agreement or the Terms of Service will be binding on You when they are sent to You via email or are posted in the affiliate center. No amendment to this Agreement or the Terms of Service shall be valid unless prepared or signed by Mas Group, LLC. Your continued acceptance of Commission payments constitutes Your acceptance to any modifications or amendments to this Agreement and the Terms of Service.

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Date: _____

Your Name: _____

Your Signature: _____