

# Here's An Awesome Affiliate Program Just for You!

Earn Up to **75% Commissions** Every Time You Refer Someone To Purchase!

## Welcome To The HealthLady.com Marketing Affiliate Program!

Thank you for your interest in becoming an affiliate for my [www.HealthLady.com](http://www.HealthLady.com) E-books and [www.WomensHealthAcademy.com](http://www.WomensHealthAcademy.com) monthly membership program.

In order to provide you with the best support and service possible, I prefer to have a smaller number of dedicated and motivated affiliates. For me, the quality of my affiliates is more important than the quantity. Fewer affiliates means less competition, and more commissions!

So, if you're willing to spread the word and promote my products, here are some of the things that I am looking for in an Affiliate:

- ✓ Someone who is passionate about health and wellness,
- ✓ Someone who has a website focusing on health and wellness,
- ✓ Someone whose email list full of contacts that are just as passionate about health & wellness as they are!

If this sounds like you, then I'd be thrilled to work with you and assist in growing your current health related business.

What You Get for Joining the HealthLady.com Affiliate Program:

- 1) Payments start at 50% on my E-books, and [www.WomensHealthAcademy.com](http://www.WomensHealthAcademy.com) my monthly membership subscription, increasing over time up to 75% (depending on sales volumes);
- 2) All of your transactions are tracked through 1ShoppingCart.Com;
- 3) I pay all of my affiliates on the 1<sup>ST</sup> of Every Month;
- 4) Sneak peeks at new products and upcoming programs!

So, if you want to join my FREE exclusive list of valued affiliates, go ahead and fill out the form below. I will review your application as soon as possible and send you a

confirmation email once you've been accepted into my program.

I want to support my affiliates in any way I can so if you have any questions feel free to email: [affiliates@www.healthlady.com](mailto:affiliates@www.healthlady.com)

See You Inside!

*Nancy Desjardins*  
HealthLady.com

**[Click Link to Join – Direct to Web Application Form]**

**Join My Healthy Lady Affiliate Program &  
Earn an Outrageously High Commission  
(often more than I earn at one time)  
On Every Sale -  
Just by Sending People To My Websites!**

**If you have a website or email list, you can earn extra  
income by promoting my Women's Health and Ebooks and  
monthly membership!**

**By using your existing online marketing resources to let people know  
about my E-books *and Monthly Membership Program*,  
you get a paycheck every month, like clockwork!**

**Does it sound good to you?**

Just fill out the form below and I'll send you everything you need to start promoting my products right away! HealthLady.com provides a supportive and evolving affiliate program for people who are passionate about health.

To ensure approval for the Healthy Lady Affiliate Program, be as specific as possible.

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Email \_\_\_\_\_

Target Market \_\_\_\_\_

Number of Subscribers \_\_\_\_\_

Website (if you have one) \_\_\_\_\_

Estimated Visitors per Month \_\_\_\_\_

Other comments or questions \_\_\_\_\_

\_\_\_\_\_

Affiliates@HealthLady.com

**[Submit]**

THE FOLLOWING DESCRIBES THE TERMS ON WHICH HEALTHLADY.COM OFFERS YOU ACCESS TO OUR WEBSITE & PRODUCTS.

## **TERMS & CONDITONS**

**1. Affiliate Program Enrollment:** To become a participant in www.HealthLady.com Affiliate Program, you must submit a complete Affiliate Program Application via our Web site. We will evaluate your application and notify you of your acceptance.

HealthLady.com may reject your application if we determine, at our sole discretion, that your Web site is not suitable for the Affiliate Program for any reason, including, but not limited to, inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, contains (i) sexually explicit, pornographic or obscene content (whether in text or graphics), (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise), (iii) graphic violence (which may include certain types of game sites), or (iv) any unlawful behavior or conduct. If we reject your application, you are welcome to reapply to the Affiliate Program at any time, provided, you alter your Web site and remove all offending content.

**2. Setting Up Links:** HealthLady.com will make available to you: banner advertisements, button links and text links to our Web site ("Links"). In using the Links, you agree that you will cooperate fully with HealthLady.com in order to establish and maintain such Links. All Affiliate Web sites shall display such graphic images prominently throughout your Web sites as you see fit and with HealthLady.com's consent. A Link can be modified and/or expanded with our consent. HealthLady.com has the right, in our sole discretion, to monitor your Web site at any time and determine if you are in compliance with the terms of this Agreement.

**3. Advertising and Compliance:** HealthLady.com will supply to Affiliate all acceptable forms of advertising and marketing materials. Affiliate may not alter such advertising and marketing materials, in any way, unless approved by HealthLady.com in writing. Each party agrees to comply with the governmental laws and regulations of Canada & the United States of America. Affiliate is exclusively responsible for compliance with the

laws and regulations of the applicable governments of any territory or jurisdiction where Affiliate may offer HealthLady.com products, regarding the product, its claims and labeling. However, HealthLady.com is obligated to cooperate in any reasonable compliance related requests by Affiliate.

**4. Commissions:** HealthLady.com will pay your commission on a monthly basis. Commission payments will be created on the 1<sup>st</sup> of every month. Within approximately 30 days following the end of each month, HealthLady.com will send a commission check for the products purchased and shipped during the preceding month. If the commission payable to you for any month is less than twenty-five (\$25.00) U.S. dollars, we will hold those commissions until such time as your commission earned equals at least twenty-five (\$25.00) U.S. dollars. If the customer refunds a product sale that generated commission, we will deduct the corresponding commission from your next monthly payment. We reserve the right to remit payments to you electronically, in our sole discretion

**5. Intellectual Property:** The parties agree that HealthLady.com and/or its Related Parties retain full ownership of all patents, trademarks, trade dress, copyrights, trade secrets, know how, and other intellectual property related to HealthLady.com products, or that are developed by either party in the process of marketing and/or selling HealthLady.com products. Affiliate is granted a non-exclusive license to use said intellectual property only for the purposes of marketing and selling HealthLady.com products, and subject to HealthLady.com approval of Affiliate's use. Affiliate's license terminates upon termination of this Agreement. Affiliate, its officers, employees, agents and Related Parties, agree not use HealthLady.com intellectual property in violation of these terms. The parties agree that any advertising, manufacture, formulation, sale and use of the HealthLady.com's products, or any colorable imitation thereof, in any location worldwide, shall be subject to and governed by U.S. & Canadian intellectual property law and the Governing Law, as if the activity had taken place within either country. Both parties agree that HealthLady.com and/or Related Parties are the sole owners of all applicable websites and all their contents, and that said websites and contents constitute valuable intellectual property. Affiliate promises not to make any copy or colorable imitation of any such HealthLady.com website for any purpose whatsoever. The parties agree that the restrictions in this paragraph are reasonable and necessary for the protection of HealthLady.com, that provisions of this paragraph will survive the termination, for any reason, of this Agreement, and that HealthLady.com will thus be entitled to obtain an injunction to stop any breach or threatened breach of this paragraph.

**6. Warranties:** HealthLady.com expressly warrants that its goods are free from defects of material. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HEALTHLADY.COM DOES NOT WARRANT ITS GOODS IN ANY MANNER AT ALL. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND OF NON-INFRINGEMENT ARE DISCLAIMED. HEALTHLADY.COM'S GOODS ARE SOLD "AS IS" AND AFFILIATE UNDERSTANDS AND AGREES THAT NO RELIANCE HAS BEEN PLACED IN

HEALTHLADY.COM'S SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS FOR ANY PARTICULAR PURPOSE.

**7. Indemnification:** *Affiliate shall indemnify and pay to HealthLady.com, as well as hold HealthLady.com harmless against any and all losses, claims, demands, liabilities, attorneys' fees or any other expenses whatsoever which HealthLady.com may at any time sustain, incur, or be put to by reason of or in connection with Affiliate's performance under this Agreement or breach of this Agreement. This obligation includes, but is not limited to, any claims for bodily injury, personal injury, property damage, advertising injury, defamation, libel, slander, infringement of copyright, trademark, patent or any other intellectual property, express, implied or statutory warranties, expenses and compensation, whether based on a constitution, common law, statute, code, or regulation, in contract or tort, or other consumer protection laws, or any other theory of recovery, for actual and/or punitive damages, and including, but not limited to, those arising out of HealthLady.com's and/or its Related Parties' sole, contributory, and/or comparative negligence.*

**8. Termination:** HealthLady.com may immediately terminate this Agreement if Affiliate: a) violates any of the conditions of this agreement; b) promotes HealthLady.com in a manner that is unethical or inappropriate; c) engages in any unethical business practices; d) conducts itself in a manner which, in the reasonable judgment of HealthLady.com, is in violation of any federal, state, provincial or other governmental statute, rule, or regulation; or e) through its acts, practices, or operations, exposes HealthLady.com to any existing or potential investigation or litigation. The parties agree that either party upon ten (10) days written notice to the other party may terminate this Agreement without cause.

You must read, agree with and accept all of the terms and conditions contained in this Affiliate Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may link to or use any HealthLady.com website.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on our site. This Agreement may not be otherwise amended except in a writing signed by you and HealthLady.com. This HealthLady.com Affiliate Agreement is effective on February 17, 2009.

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