

## **TRULY RICH CLUB AFFILIATE AGREEMENT AND POLICIES**

As a Truly Rich Club Affiliate, you must agree to conform to and be legally bound by the terms and policies described below.

### **ACCEPTANCE OF TERMS OF USE**

Truly Rich Club (“TRC”) is a dedicated provider of outstanding products and services made available through <http://trulyrichclub.com> (the “Site”) and its affiliated websites (the “Sites”). The products and services that Bo Clubs (the “Company”) provide to you through the Sites are expressly and unconditionally subject to the following Terms of Use (“TOU”).

These TOU govern your use of this Site. By accessing this Site, you are indicating your acknowledgement and acceptance of these TOU.

TRC reserves the right to update the TOU at any time and without prior notice to you. Your use of this Site after any change has been implemented constitute your acknowledgement and acceptance of the changes made. The most current version of the TOU can be reviewed by clicking on the “Terms of Use” link located at the bottom of the home page in <http://trulyrichclub.com>.

### **DESCRIPTION OF SERVICES.**

TRC provides you with access to and the ability to purchase products, receive services and other information, and, subject to certain membership enrollment requirements, to participate in one or more communication forums (referred to as the “Social Sites”) depending on your subscription. The Social Site provides the platform where TRC members can create their profiles, interact with other TRC members, post comments, offer products and/or services, ask questions and upload images.

To access this Site and the resources offered, you may be asked to provide certain registration details or information. It is a condition of your use of this Site that all the information you provide is correct, current and complete. If TRC believes that the information you provided is not correct, TRC has the right to refuse your access to the Site, and to suspend or terminate your membership at anytime with proper warning.

## **RESTRICTIONS ON THE USE OF SOCIAL SITES.**

You agree to use the Social Sites only to post, send and receive messages and material that are proper. You agree that when using the Social Sites, YOU WILL NOT:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
3. Upload, or otherwise make available, files that contain images, photographs, software, programs or other material protected by intellectual property laws, unless you own or control the rights thereto or have received all necessary consent to for the same;
4. Upload files that contain viruses, Trojan horses, worms, or any other similar software or programs that may damage the operation of another's computer or may cause damage to the Site or any other websites.
5. Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages, commercial or otherwise;
6. Advertise or offer to sell or buy any goods or services through acts of deception, misrepresentation, fraud, or through the nondisclosure or withholding of material information related to the offered, sold or purchased goods or services;
7. Download any file posted by another user of the Social Site that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
8. Harvest or otherwise collect information about others, including e-mail addresses and phone numbers without clearly disclosing that it is You, the affiliate, who is collecting the said information and not the Truly Rich Club or Bro. Bo Sanchez.
9. Create a false identity for the purpose of misleading others.

The TRC has no obligation to monitor the Social Sites or material posted on, listed on or otherwise disseminated through the same. TRC, however, reserves the right to review materials posted on the Social Sites and to remove any and all material appearing on the Social Sites which we consider, on our sole discretion, as inappropriate. TRC reserves the right to terminate your access to any or all of the Social Sites and account at any time without notice, for any reason whatsoever.

TRC does not control or endorse the content, postings, listings, messages or information found in the Social Sites and, therefore, TRC specifically disclaims any liability with regard to the Social Sites and/or with regard to the services and/or Content and any action resulting from your participation in any of the services and/or contents offered therein.

The Company does not claim ownership of the materials, information, posting, listings, feedback, suggestions or other information you provided, uploaded or submitted to the Site. However, by posting, uploading, providing or submitting, you are granting the Company, its affiliate companies and sub-licensees permission to use the same in manner not contrary to law.

## **PROPRIETARY INFORMATION**

The material and content (the "Contents") available on this Site and the Sites owned, licensed, operated and controlled by our Company (including the Contents sent by TRC to your email address) is the proprietary information of our Company. Accordingly, the Contents may not be reproduced, republished, distributed, posted, copied or transmitted in any way without the prior written consent of our Company. In pursuance of the TOU, the Contents on our Site are solely for your personal use. Removal, alteration, modification of any of the Contents, trademark, trade name, service marks or any proprietary marks appearing on any of the Contents is a violation of our Company's intellectual property rights. Your access to this Site and use of its Contents transfer neither rights nor intellectual property rights.

Violation of our Company's proprietary rights warrants cancellation of your membership and prohibition of your access to this Site and our Sites without need of notice.

## **DISCLAIMER**

Your use of this Site is at your own risk. In no event and under no circumstance shall the Company and/or its respective agents, affiliates, service providers, suppliers or subsidiaries be liable for any actual, special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of, transaction with third parties based on postings, listings, Content or other information available through or in connection with the services accessible through the Site. The Contents are given as is and without warranties of any kind either express or implied. Our Company does not guarantee that Contents available for downloading from this Site will be free of viruses, Trojan horses, worms or any other malicious codes. You are responsible in implementing security measures to ensure that the Contents are free of viruses, Trojan horses, worms or any other malicious codes. Our Company does not warrant that the Site will be uninterrupted or the Contents free of errors. The Contents may contain typographical errors and/or technical inaccuracies and our Company may make changes, corrections and/or improvements at anytime without prior notice.

## **LIMITATION OF LIABILITY**

The Company, its employees, respective subsidiaries, affiliates, service providers and suppliers make no representations and warranties about the suitability for any purpose, condition of merchantability of the information contained in whole or in-part in any content and/or as represented in any related image and/or graphics published as part of its services and will not be liable for any direct, indirect, incidental, actual, consequential, punitive, exemplary, special or any other damages including loss of revenue, income or data, pain and suffering, emotional distress, moral damages, or similar damages arising out of or in connection with the use, dissemination, viewing, response to or performance of any content, information, product, data, merchandise, graphic image or other media represented on, purchased through or related to information posted on or disseminated in connection with the Site or the services made available on the Site. All such contents, images and graphics are provided on an “as is” basis and without warranty of any kind.

## **GOVERNING LAW OF THE TERMS OF USE**

The Terms of Use shall be governed and interpreted in accordance with the laws of the Philippines, notwithstanding your place of abode or any principles of conflict of law. You agree that the exclusive venue for any dispute arising out of these Terms of Use or pertaining to any subject matter of these Terms of Use shall be within the jurisdiction of the appropriate court of Metro Manila, Philippines.

Should any part or portion of these Terms of Use is adjudged unlawful, void or unenforceable by a Court of Law, that part shall be deemed severable and will not affect the validity and enforceability of the remaining provisions of the Terms of Use.

## **BECOMING AN AFFILIATE:**

### **Requirements to Become an Affiliate**

To become a Truly Rich Club Affiliate each applicant must:

- Be at least 18 years old
- Be a member of the Truly Rich Club

## **BENEFITS OF BECOMING AN AFFILIATE:**

Once an Affiliate Agreement has been accepted, the benefits of the Commission Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:

1. Promote and sell Truly Rich Club Memberships

A qualified affiliate can promote the different levels of membership of the Truly Rich Club such as SuperGold, Gold Plus, Diamond and Platinum.

2. Promote and sell other Clubs of Bro. Bo Sanchez which are the following:

- a. One True Love Club
- b. 52 Healing Habits Club
- c. God Whispers Club
- d. Family Reborn Club
- e. Success Speakers Club

3. Participate in the Truly Rich Club Commission Plan

GOLD AND SUPERGOLD = Level 1: 20% Level 2: 5%

DIAMOND = Level 1: 10% Level 2: 1%

PLATINUM = Level 1: 8% Level 2: 1%

Affiliates must earn a minimum of P5,000 or more before their account is eligible for payment. Commissions will be deposited on their given bank accounts so make sure that you have updated the bank account details in your profile page.

Commission amounts earned for less than P5,000 will remain pending until P5,000 minimum balance has been earned.

A member should have an active status before he or she earns commission for a specific period. For example, if Mr. A is an active member for January and March only, he will only earn the commissions for the months he was active as a member (January and March).

4. Receive periodic Truly Rich Club materials like ebooks, audio books, books, CDs, DVDs and other Truly Rich Club communications like email newsletters depending on your membership.
5. Participate in Truly Rich Club-sponsored events, training and recognize functions upon payment of appropriate charges, if applicable; and
6. Participate in promotional and incentive contests and programs sponsored by Truly Rich Club for its affiliates.

7. Use the email swipes and the banners inside the Truly Rich Club Affiliate page for promotion and marketing purposes.

**OPERATING AS AN INDEPENDENT TRULY RICH CLUB AFFILIATE:**

1. Ensure that your online marketing and promotion activities are ethical, are truthful, are not deceptive and are not misleading potential customers or potential affiliates in anyway.
2. Affiliates are required to state/show proper income disclaimers when creating their own promotional videos and literatures discussing income and commissions.
3. Affiliates may only have one referrer. Truly Rich Club does not tolerate cross recruiting of other Truly Rich Club Affiliates. With that, the first referrer rule will be upheld. All credits are final so that we give respect to the affiliate who brought the client to the Truly Rich Club considering that he or she might have incurred marketing cost and other incidental costs.
4. Affiliates should only have one account and are not allowed to purchase multiple accounts or secondary dummy account to get the level 2 commission.
5. Affiliates should disclose their real names in so that it must appear in the "Referred by" section of the Truly Rich Club site for their referrals.
6. Affiliates cannot use websites, email addresses, and/or online aliases that could cause confusion or misleading or deceptive, in that they cause individuals to believe or assume that the communication is from the Truly Rich Club. For example, an affiliate may not create a website or an email with a "Truly Rich Club" on it.
7. Affiliates are not allowed to offer or promote Truly Rich Club in combination with any other non-Truly Rich Club products, programs, and opportunity.
8. Affiliate may not offer any non-Truly Rich Club products, services or opportunity at any Truly Rich Club meeting, seminar, convention, webinar, group pages, teleconference, function.
9. Affiliates are not allowed to collect any payments from prospective clients or customers. Only payment accounts listed in the Official Truly Rich Club site or email can be used for accepting payments.
10. All content on the official website is owned by Truly Rich Club. Truly Rich Club claims all property rights including intellectual property rights for all our content and you agree not to infringe upon those rights.
11. As an affiliate, you agree not to use Truly Rich Club trademarks and marks in any unauthorized manner.
12. As an affiliate, you agreed to receive regular email newsletters, email promotions or even text messages from Truly Rich Club.
13. Not to operate or utilize a website, or email a link to a website, which contains or promotes the following types of content: libelous, defamatory, obscene, abusive, violent, bigoted, hate-related, illegal, cracking, hacking, anti-brand messaging or that offer illegal goods or services.

14. Not to promote Truly Rich Club products using spam or unsolicited commercial email. The Affiliate represents and warrants the following provisions: (a) each addressee on an e-mail list has opted-in to receive e-mails from the Affiliate; (b) each e-mail sent by the Affiliate will contain clear instructions for addressees to unsubscribe from receiving future e-mails. The Affiliate must not use the Truly Rich Club brand name alone or typos in the "From" address line.
15. Affiliate should clearly disclose in any website or opt-in page or email that he is an affiliate **only** and not officially part of Truly Rich Club.
16. Affiliates should not to commit fraud or submit fake transactions.
17. Affiliates should not to use adware and/or malware to promote Truly Rich Club products. The use of parasites (programs that steal traffic from legitimate Affiliates) is strictly prohibited.
18. That the Affiliate's relationship with Truly Rich Club is non-exclusive.

### **Income Taxes**

1. As an independent affiliate of Truly Rich Club, you are responsible for filing on your taxes that you owed to the government on any earnings you receive from the Truly Rich Club affiliate program. Affiliates are encouraged to consult their own tax accountant, tax attorney, or other tax professionals.
2. The commission amount that will be credited into your bank account should be net of 10% Creditable Withholding Tax
3. For BIR Form Requests, please contact us.

### **Affiliates Participation in Other Programs**

Truly Rich Club Affiliates are free to participate in other affiliates, multilevel, or network marketing business ventures or marketing opportunities. If an Affiliate is engaged in other non-Truly Rich Club, it is the responsibility of the Affiliate to ensure that his or her Truly Rich Club business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

1. Affiliates may not use the Truly Rich Club System, services or back office to send communications regarding a non-Truly Rich Club business or opportunity.
2. Affiliates may not offer any non-Truly Rich Club opportunity, products, services or opportunity at any Truly Rich Club related meeting, seminar, convention, webinar, teleconference or other function.

## **Recruiting other Direct Sellers**

When recruiting or soliciting participants in other direct selling ventures to either purchase Truly Rich Club services or to participate in the Truly Rich Club opportunity.

Affiliates must not encourage such persons to terminate or violate any term or condition of any agreement that they may have with other direct selling companies. Should as Affiliate engage in such activity, the Affiliate bears the risk of being sued by the other direct sales company. If any lawsuit arbitration or mediation is brought against an affiliate alleging that he or she engaged in inappropriate recruiting activity or its sales force or customers. Truly Rich Club will not pay any of the Affiliates defense costs or legal fees, nor will Truly Rich Club indemnify the Affiliates for any judgment award or settlement.

## **Private Policy**

Any personal, information that you provide to us is privacy protected. Your information will never be shared or sold to anyone.

Member's personal information is stored on secure servers. We make every effort to ensure this information remains uncompromised. Please be aware, however, that this website cannot be held responsible for the privacy policies of websites to which we may link.

## **Anti-Spam Policy**

Truly Rich Club strictly prohibits its members from using spam and other forms of internet abuse to seek referrals. Spam is defined as including but not to the following:

- a. Electronic email messages addressed to a recipient with whom the initiator does not have an existing business or personal relationship or is not sent at the request of or with the express consent of the recipient.
- b. Unsolicited commercial email, while regarded as legal, in some junctions, is regarded as spam by most internet service providers (ISPs), and may not be used to promote Truly Rich Club.
- c. Messages posted on social media sites, messages boards, and forums that are off-topic (unrelated to topic of discussion). Cross-posted to unrelated newsgroups or posted in excessive volume or in violation of the Usenet message board, or forum rules.
- d. Inappropriate solicitations posted to chat rooms or to groups or individuals via Internet Relay Chat or "Instant Messaging" system.



## **Modifications and Terminations**

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion. Notice of any change by e-mail, to your address on our records, or the posting on our site of a change notice of a new agreement, is 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. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program, following our posting of a change notice or new agreement on our site, will constitute binding acceptance of the change.

## **Content Ownership**

All the content on the official website is owned by Truly Rich Club. We claim all property rights, including intellectual property rights for all our content and you are not allowed to infringe those rights.

## **Income Disclaimers**

Truly Rich Club makes an effort to accurately represent all the products and services offered in the website: Including but not limited to, financial or investment training, spiritual training, marketing training, and marketing tools. We also offer an affiliate program which pays a commission for referring sales. Truly Rich Club pays a commission base on our current compensation plan. As with any compensation plan, your results may vary and will be based on your individual capacity, business experience, expertise, and level of desire.

We don't believe in get rich quick schemes programs but only in hard work, adding value and serving others. Our products and services are intended to help you in your financial and spiritual life. There are no guarantees concerning the level of success you may experience. The testimonials and examples used are used to inspire you, and are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on his or her background, dedication, desire and motivation.

There is no assurance that examples of past earnings can be duplicated in the future. Truly Rich Club cannot guarantee your future results or success.

The use of our information, products and service should be based on your own due diligence and you agree that Truly Rich Club is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products and services.

### **Violation**

Violation of any term of this policies or any illegal, fraudulent, deceptive or unethical business conduct that may damage the reputation or goodwill of Truly Rich Club may result in one or more of the following corrective measures:

- Issuances of a written warning or admonition
- Requiring affiliate to take immediate corrective measures
- Suspension of the individual's Affiliate Agreement for one or more pay periods
- Termination of the offender's Affiliate Agreement

Suspension and/or termination of the offering Affiliate ability to access Truly Rich Club website back office in the event suspension of account is issued. Also, commissions will be withheld until such time that suspended account is reinstated. The reason for this is to keep everyone honest in their dealings and allegations of wrong doing.

That Affiliate's participation in the Program is at Truly Rich Club sole discretion. Furthermore, the Affiliate agrees that if the Affiliate is terminated from the Truly Rich Club Affiliate Program for any reason, Truly Rich Club bears no responsibility for any loss or damages caused by the Affiliate's termination from the Program.

You hereby agree to indemnify, defend and hold harmless Truly Rich Club, 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 us (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 that our 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 you herein; or (iii) or any claim related to your site.