

# AUSTRALIA MY LAND PTY LTD

## POLICIES & PROCEDURES / TERMS AND CONDITIONS

inc. Summary of Terms and Bonus Schedule

Updated 28<sup>th</sup> February 2010

### **WHAT IS AUSTRALIA MY LAND?**

*Australia My Land* - hereafter referred to as AML - is owned by its parent company Aboutime Communications Pty Ltd – hereafter referred to as the Company - and operates a series of websites and an exclusive members club offering a range of benefits and privileges with a focus on promoting Australia and Australian Businesses within Australia and Australian Businesses that operate around the world on, but not restricted to, the internet. To this end AML also offers incentives as business discounts to its members and exclusive listings to businesses that place advertisements on the [AustraliaMyLand.com.au](http://AustraliaMyLand.com.au), [AustraliaMyLand.BIZ](http://AustraliaMyLand.BIZ) and associated websites. Benefits include access to the Australia My Land Affiliate Membership Business Initiative – hereafter referred to as AML-AM – with a view to promoting Australia and Australian Businesses Products and Services through its Members.

### **AUSTRALIA MY LAND.com.au [hereafter referred to as AML.com.au]**

This is a purpose built information website – the website tells the story of and contains information about Australia which at the same time drives traffic (buyers) to the advertisers on the site itself and to those listed in the directories of [AustraliaMyLand.BIZ](http://AustraliaMyLand.BIZ).

### **AUSTRALIA MY LAND.BIZ [hereafter referred to as AML.BIZ]**

**AML.BIZ** is a purpose built directory website – where advertisers can promote their businesses to a world-wide audience of AML visitors and *Australia My Land Affiliate Membership* [hereafter referred to as **AML-AM**]. Visitors are driven to this directory as a part of the initiative from [AML.com.au](http://AML.com.au) via links from subject pages, eg. *Accommodation in Australia*, as well as the **AML-AM** Business Initiative.

### **ASSOCIATED WEBSITES**

- [Aussie Speedway.com](http://AussieSpeedway.com) – latest news and history of Australian Speedway
- [Aussie Floral Expo.com.au](http://AussieFloralExpo.com.au) – an encyclopedia of Australian Plants and Flowers
- [Aussie Snow.com.au](http://AussieSnow.com.au) – an information directory of Australian Snow Skiing
- [About Over 50.com.au](http://AboutOver50.com.au) – an information directory for seniors and those planning for retirement
- [Aboutime Weddings.com.au](http://AboutimeWeddings.com.au) – a guide to weddings in Australia
- [World Music Index.com](http://WorldMusicIndex.com) – a guide and directory of everything needed to be able to make and listen to music
- [Railway Portrait.com](http://RailwayPortrait.com) – a guide to the worlds railways

### **ADVERTISING ON AML AND ASSOCIATED WEBSITES**

Listing in the AML.BIZ Directories and Advertising on AML and associated websites are subject to the Terms of the Advertising Agreement. Advertising on the Websites incorporates an offer of AML-AM Membership as specified in the Advertising Agreement and will be admitted to this unless otherwise indicated by the Advertiser.

### **HOW DO YOU RECEIVE MEMBERSHIP WITH AUSTRALIA MY LAND AFFILIATE MEMBERSHIP?**

Membership to *AML-AM* is made available via the internet and other medium advertising and by invitation by other AML-AM members.

### ***There are three types of Membership levels in the AML Programme:-***

Those Memberships are referred to as **FREE – KEY** and **CORPORATE**.

**FREE MEMBERSHIP:** People from all walks of life and from any country around the world are invited to join AML as **FREE Members** for no cost by making application from promotions in advertising mediums or from referral by other existing *AML-AM Members*. Free Members receive the *Welcome to Australia Travel Pack* on joining and the regular *AML Newsletter*. Each *FREE Member* receives a *Member Profile Website* and *Back Office* and has access to rewards and bonuses as a member of *AML-AM*. - **See Summary of Terms and Bonus Schedule below.**

**KEY MEMBERSHIP:** People from all walks of life and from any country around the world are invited to join AML as **Key Members** by making application from promotions in advertising mediums or from referral by other existing *AML-AM Members* or by upgrading their *FREE Membership* to *Key Membership* - by the purchase of a *Deluxe Aussie Kit Bag (Join Pack)*. There is thereafter a requirement of a bi-annual purchase of a *Deluxe Aussie Kit Bag (Renew Pack)* to remain as a *Key Member* of *AML-AM*. Each *Key Member* receives a *Member Profile Website* and *Back Office* and has access to rewards and bonuses as a member of *AML-AM*. - **See Summary of Terms and Bonus Schedule below.**

**CORPORATE MEMBERSHIP:** People from all walks of life and from any country around the world are invited to join *AML-AM* as **Corporate Members** by making application from promotions in advertising mediums, from referral by other existing *AML-AM Members* or by upgrading their *FREE* or *Key Membership* to *Corporate Membership* - by the purchase of a *Corporate Aussie Kit Bag (Upgrade Pack or Join Pack)*. There is thereafter a requirement of a bi-annual purchase of a *Deluxe Aussie Kit Bag (Renew Pack)* to remain as a *Corporate Member* of *AML-AM*. Each *Corporate Member* receives a *Member Profile Website* and *Back Office* and has access to rewards and bonuses as a member of *AML-AM*. *Corporate Members* are also placed into the *AML-AM Rewards Circuit*. - **See Summary of Terms and Bonus Schedule below.**

### **WHAT IS INCORPORATED IN AML-AM MEMBERSHIP?**

While members are able to upgrade their membership from *FREE* to either *Key* or *Corporate* at any time, it should also be noted that members are able to revert their membership from *Key* or *Corporate* back to *FREE Membership* at any time by simply cancelling the bi-annual purchase of a *Deluxe Aussie Kit Bag*. This however will incur a penalty to the member, as privileges gained by upgrading membership to *Key* or *Corporate Membership* will also revert back to *FREE Membership* status. It should also be understood by members wishing to revert to *FREE Membership* that there is no refund on purchases.

It is not compulsory for any member to change his/her status from *FREE* to *Key* or *Corporate*, all members are able to remain at their selected level of membership for as long as they wish.

Members are able to notify *AML-AM* of their intentions to upgrade from *FREE Membership* to *Key* or *Corporate Membership* at any time by purchasing product as specified above. There is no requirement to change membership status.

Members are only allowed to have one Membership as an identity. A Member may have a second Membership as a business identity IF that business is registered as a discount supplier to the programme. He may otherwise have the ONE membership as the principle in the name of a business or Company. - **See Summary of Terms and Bonus Schedule below.**

### **AML REWARDS PROGRAM**

The *AML-AM* Rewards Program offers Members cash sales commissions for marketing *AML-AM* Product and Services – they are, the Aussie Kit [show] Bags and *AML Advertising*. - **See Summary of Terms and Bonus Schedule below.**

## **PAYMENT OF CASH REWARDS**

Cash Rewards generated from the *AML-AM* Programme will be deposited into each members *PayPal* or *Pay It Global* Account by the 7th on the following month after the end of the month if the Commissions due are AUD\$25 or greater. Corporate Member may be paid weekly if Commissions exceed AUD\$50 due.

## **TEAM MEMBER and REWARDS REPORTS**

Members can view their personal team (downline) report and *Rewards Circuit* (Corporate Members Only) online anytime by entering their member's area with their personal username and password.

Their Password can be retrieved by email application to AML Head Office.

## **AML COMPANY POLICIES**

These Policies and Procedures were formulated for the purpose of ensuring growth and practical business operations, for you to use on a regular basis. Please refer to them when you have questions about *AML-AM* or need to clarify any concerns about your business practices.

## **RIGHT TO REVISE**

*AML-AM* reserves the right to revise this information at any time.

## **MEMBER RESPONSIBILITIES**

*AML-AM* uses the term Member, Independent Member, Marketing Consultant as one and the same.

When you register as an Independent Member of *AML-AM* you agree to follow and be bound by the *AML-AM* Code of Ethics and all the Policies and Procedures, which are incorporated into the Member Application.

Violations of the *AML-AM* Code of Ethics, Member Agreement, or the written Policies and Procedures may be cause for cancellation of Membership. Please read through these Policies and Procedures carefully to fully benefit and understand your rights and responsibilities as a *AML-AM* Member.

## **MEMBER CODE OF ETHICS MEMBERS STATEMENT**

I will follow the highest standards of honesty and integrity in all that I do.

I will not make negative or disparaging remarks about *AML-AM*, their officers and employees, other people, products or firms.

I will present our marketing plan accurately and honestly, clearly portraying the level of effort required to achieve success.

I will carry out all the duties of sponsorship and responsible leadership as I build my business. I will treat everyone, whether they are in my sales team or not, with the same courtesy.

I will not promote *AML-AM* as a Tax avoidance scheme.

I will not produce marketing or training aids of any kind for sale to other members without the prior written permission from *AML* or *AML-AM*.

I will consistently put forth my best efforts to promote the success of my business. I will not engage in activities that will cause loss to another Member or *AML-AM*.

I will not use *AML* or *AML-AM's* name, information literature, gatherings of people or other *AML* or *AML-AM's* Resources to further other business interests (i.e. selling insurance etc. or sponsoring into other companies).

I will abide by all Policies and Procedures that pertain to the operation of my business.

## **AML-AM INDEPENDENT MEMBER**

An applicant is considered to be a duly authorized Independent Member, herein after called the Member, if *AML-AM* accepts the completed Member Application and Agreement.

## **RIGHT TO REJECT MEMBERSHIP**

*AML* and *AML-AM* reserves the right to accept or reject any Member Application and Agreement form without having to assign any reason for its acceptance or rejection.

## **INDEPENDENT SOLE TRADERS**

All Members who wish to use *AML-AM* as a Business Opportunity are Independent Contractors and Sole Traders and are neither agents nor employees of *AML-AM*.

## **COSTS**

The Member is responsible for bearing all costs and expenses incurred in the conduct of their Membership or any Business carried on as that Member.

## **APPLICANTS AGE**

An Applicant must be 18 years of age.

## **MEMBER REFERRER OR SPONSOR**

A Member must have only one introducer, referrer or sponsor.

Husbands and wives, married or de facto, may sponsor each other or have different sponsors. This also applies to any interlocking directorships or share holdings that may exist from a business/ Member relationship.

However it should be noted, that all Members must meet their own personal qualification levels to qualify for the rewards from the Rewards Program.

If a married couple have joined as one Applicant and become divorced, the Membership shall be maintained in the name of the principal Applicant on the Member Application unless the company receives a certified copy of Divorce Decree which orders otherwise. A Member cannot resign and rejoin under a different name.

## **MAINTENANCE OF MEMBER ACCOUNT INFORMATION**

It is the responsibility of each member to update any registration details of the members account such as email address, postal address, and phone number. This will ensure the member is kept up to date with all email updates from the company. These updates are also posted in the "Updates" section of the *AML-AM* Members Area of each members website. *AML-AM* will bear no responsibility for any loss (moral, physical or financial or legal or any other kind of loss) caused by entering wrong information into registration form/misrepresentation by Marketing Consultants or any other person.

## **ONLINE SECURITY – DAMAGES, LOSS AND COMMISSIONS**

Each Marketing Consultant must keep any *AML-AM* passwords and other secure access information confidential and notify *AML-AM* promptly if the Marketing Consultant believes that the security of an account has been compromised. *AML-AM* has taken reasonable steps to protect the security of online transactions. However, *AML-AM* cannot and does not warrant such security and will not be liable for any losses or damages resulting from any security breaches. *AML-AM* will not pay out Sales Commissions on Sales that are not paid for to the Company, that is, where the Company does not receive payment for the product.

## **INTRODUCING NEW MEMBERS TO AML-AM**

All Members have the option of introducing other members. **In addition, every person has the right to choose his or her own introducer or referrer.** If two Members should claim to be the introducer or sponsor of the same new Member, the *AML-AM* shall regard the Application of **the new Members choice of Referral** as controlling.

A sponsoring Member must not exaggerate the earning potential that may result from this business opportunity or miss-represent the Business Initiative in any way.

A sponsoring Member is obliged to fairly and fully explain the marketing plan to all prospective Members who wish to use *AML-AM* as a Marketing Opportunity, making sure to stress that the degree of success is directly related to individual effort and ability.

A Member should not accept payment for product to be purchased direct from *AML*. Purchases are either Retail Purchases – purchased directly from a Member in which case money changes hands between the buyer and the seller for product directly handed over – or Wholesale – purchased directly from the Company through a Referrer.

All Memberships are based on Wholesale purchases through a Referring Member.

## **CROSS LINING**

Cross lining or cross sponsoring is where a member solicits other *AML-AM* members who are not in their team or line of sponsorship to become a member in their team. *AML-AM* members may NOT introduce other *AML-AM* members to other similar opportunities unless the person is a personally introduced member or a closely related person. A "closely related person or entity" is any person in the household of the Marketing Consultant (e.g. spouse, son, daughter, parent living in the same household) or any corporation, partnership, limited liability Company, trust or other legal entity, which is controlled by the Associate.

Cross lining is strictly prohibited in *AML-AM* and may result in the imposition of penalties including immediate termination of the member's membership and participation in the *AML-AM* rewards program.

## **RELATIONSHIP OF MEMBER TO AML-AM**

All *AML-AM* Members representing *AML-AM* in a commercial way are known as independent marketing consultants, and have no authority to bind the company to any obligations. The relationship between these Members and *AML-AM* is established only by this Agreement. A Member is not an agent, employee or any other legal representative of *AML-AM* or its service providers.

Members are solely responsible for all self-employment taxes and any federal, state, local or other taxes that may be due as a result of their *AML-AM* business activities. Marketing Consultant agrees to abide by any national, federal, state, provincial, county or local laws, rules and regulations pertaining to this Agreement. At Associate's own expense, Members will make, execute and file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement.

## **TRADEMARKS AND MARKETING MATERIALS**

Members will not use the *AML* trade names and/or trademarks except to promote *AML*. In all such authorized use, Members will ensure that they represent themselves as an independent representative and that all marketing are the responsibility of the Member and not the company.

Any sales and marketing materials supplied by *AML-AM* may NOT be on sold to other parties at a profit and that any purchase of these materials from *AML-AM* does not qualify the member for any commissions.

*AML-AM* makes no warranty, express or implied, with respect to the use, efficacy or suitability for any purpose with respect to any such marketing material unless otherwise explicitly stated in writing in connection with the purchase thereof.

## **DOMAIN NAMES AND WEBSITE ADDRESSES**

Members may not use the name "AML-AM", "Australia My Land" or the substance thereof in a domain name to promote *AML-AM*. This includes any any extensions of this name such as "AML-AMTeam", "AustraliaMyLandGroup", etc. This is to protect the branding of *AML-AM* and to prevent any person thinking that any other website address or domain name is representing *AML-AM* corporately. Any member found using the words and terms *AML-AM* and *Australia My Land* in their domain name will be asked to remove this domain name. If the member does not comply they will risk termination of their membership and position in the rewards program.

## **THIRD PARTY MARKETING MATERIALS CREATED BY MEMBERS**

Members may create their own marketing materials. However any marketing materials that use the name "AML-AM", "Australia My Land" or any of *AML-AM* logos, trademarks or trade names MUST be approved by *AML-AM* compliance department before they can be used.

Please note that Members may NOT put any website online that promotes *AML-AM* until you receive a compliance approval number from *AML-AM*. This number must be placed on the website along with the following wording.

"This website is owned by an Independent Member of *AML-AM*"

To seek compliance email AML Head Office direct.

*AML-AM* has no liability or responsibility for any content, including the quality, accuracy, completeness, legality, or usefulness of any information, product, service or process promoted on Members web site or other marketing materials.

In no event shall *AML-AM* be liable for any claims or damages of any kind arising from the contents of any website or marketing materials created by a Member. References in a member's website or marketing materials to products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise do not constitute or imply an endorsement or recommendation by *AML-AM*.

## **ADVERTISING**

Advertising in any form is strictly prohibited without written authorization from *AML* or *AML-AM*. This includes advertising business opportunity or income benefits whether or not any *AML* or *AML-AM* name or logo is used. This includes advertising in; newspapers, magazines, on flyers, letter box drops, radio, television, recorded messages on answering machines, barter card type systems and the like, any telephone directories, White Pages, Yellow Pages, local directories and the like. Members are only permitted to promote and/or advertise themselves as Independent Members of *AML* or *AML-AM*.

Members are not permitted to take advantage of any *AML* or *AML-AM* name and are therefore not permitted to either infer or imply that they have a direct association or affiliation with *AML* or *AML-AM* by promoting themselves by way of *AML* or *AML-AM* name variations.

All advertising and promotional material authorized by *AML* or *AML-AM* can be used by Members. No Member will be permitted to have exclusive rights to approved advertising and promotional material. Failure to comply will result in the immediate cancellation of the offending membership.

## **LITERATURE**

All promotional material appearing on the Web Site is approved for downloading to print and copying onto disc for promotional use to prospective members however it may not be altered or added to in any way.

## **MEDIA**

No Member may speak for *AML* or *AML-AM* by way of an interview on radio, television or through the press, including any periodical. If approached for such purpose the Member should contact *AML*.

## **COMPLIANCE APPROVAL**

All submissions for compliance approval can be made by going to

[www.australiamyland.com.au/affiliate.html](http://www.australiamyland.com.au/affiliate.html)

## **AML and AML-AM WEBSITE**

On occasion, *AML* and *AML-AM* will undergo routine maintenance or experience unexpected technical problems. *AML* and *AML-AM* will make a good-faith effort to do maintenance as quickly and conveniently as possible, and to respond to technical problems promptly. *AML* and *AML-AM* may be required to access an Associate's web site from time to time to provide maintenance. *AML* and *AML-AM* will not in any circumstance be responsible for problems, losses, or damages arising from loss of connectivity; errors in content due to application problems; loss of access by members; or temporary or permanent loss of data.

## **PROMISES MADE BY AML-AM MEMBERS**

When a member presents *AML-AM* to others they should understand all aspects of the rewards program and not make any representation or promise that is not contained in this agreement or in *AML-AM* corporate literature and promotional materials. This representation includes print media, video/audio media or any other form of advertisement/ promotion.

If a prospective applicant for membership relies on any promises made by a *AML-AM* member that is not stated in this Agreement and/or official company materials, and the member fails to keep any such promise, the Applicant shall only have recourse against the member and not the company and *AML-AM*.

If the member has unfulfilled promises made they have the option of lodging a complaint with *AML-AM*. Upon receipt of such a complaint, *AML-AM* will investigate the matter as it deems necessary and, upon validation of such a complaint, impose appropriate penalties on the offending Member. Such action however will not result in any recovery of damages by the Applicant, which the Applicant is free to seek against the offending Member, not the Company or *AML-AM*.

## **MONIES PAID TO AML-AM MEMBERS**

Any persons paying money to a member of *AML-AM* is not paying money to *AML-AM*. Any monies being handed to a Member of *AML-AM* is not the responsibility of *AML-AM*. *AML-AM* will not accept responsibility for any monies lost or disputed because a person handed money intended for the purpose of joining or paying *AML-AM*.

## **MEMBER RIGHTS AND RESPONSIBILITIES**

Members who choose to promote *AML-AM* are able to earn rewards through the *AML-AM* rewards program. The member understands and agrees to abide by the Member Agreement. A Member understands they are bound by the terms hereof and that the member will be entitled to participate as a member upon acceptance of a valid application for membership.

Member's are responsible for their own marketing and accept that any rewards earned is the result of consistent marketing efforts. *AML-AM* makes NO guarantees that a member will qualify or earn the rewards.

Members are responsible for ensuring any new members they introduce to *AML-AM* are aware of the policies and procedures, how the rewards program works, and how to take advantage of the benefits and privileges such as the Group Matrix, the Rewards Circuit and the Surf and Earn programme.

## **INCOME REPRESENTATION**

Members understand that any rewards that are offered from *AML-AM* through the rewards program is the result of members introducing other members who purchase *AML-AM* Product and Services (the Tucker Bags, Kit Bags and AML Advertising) or by the Retail Sale of said products. - **See Summary of Terms and Bonus Schedule below.**

No member may make any promise or guarantee that a member will derive any specific income or profit from the rewards program as a member of *AML-AM*. Any rewards or income a member receives through the rewards program is a direct result of the marketing efforts of the member and any members in his team.

## **MISREPRESENTATION**

Members will not misrepresent *AML-AM* in any manner whatsoever at any time.

For purposes of this policy, misrepresentation includes, but is not necessarily limited to the following:

Reviewing the marketing plan with any person without clearly advising them that no remuneration is received solely for enrolling or sponsoring new members.

Reviewing the marketing plan with any person without clearly advising them that there is no requirement to pay a fee.

Stating that any person has made or may make any specific income through the use of the marketing plan and by the generation of income, whether by specific example, geometric progression, or otherwise. Unless in the same presentation it is stated that said hypothetical or potential earnings, as earnings may vary due to individual efforts, geographic location, timing and many other factors. (It must be noted that due to the multiple and varied income streams any hypothetical is impossible to calculate)

## **POLICY CHANGES**

Members agree that *AML-AM* may from time to time make changes to its benefits and privileges, product and services, pricing, rewards program or to this agreement applicable to all members. Members will be made aware of changes via email to the email address listed in the Members account details as well as posting updates in the UPDATE section of the *AML-AM* Members Area of the *AML-AM* website. It is the responsibility of each member to ensure the email address listed in their account is valid and that they check regularly their members area for the latest updates. Members agree to abide by all changes.

## **CONFIDENTIALITY**

Members understand that the *AML-AM* marketing plan, details of their progress in the rewards program, details of their *AML-AM* team members, and official company literature are proprietary information and considered trade secrets of *AML-AM*.

Members hereby agree to not directly or indirectly disclose or use any of said confidential or proprietary information except to specifically promote the Members independent *AML-AM* business in accordance with the provisions of this Agreement. Members further agree that this provision shall survive the expiration or termination of this Agreement for a period of one year.

## **ASSIGNMENT OF MEMBERSHIP**

A member may assign his *AML-AM* Membership to a new identity and the downline including any positions in the Group Matrix and Rewards Circuit attached to that Membership, called a Business Unit. It can be sold to anyone who is NOT a current *AML-AM* member only as an identity cannot have more than one Membership. The assignee cannot rejoin *AML-AM* except in exceptional circumstances by applying directly to the Company.

For *AML-AM* to acknowledge the assignment the assigning member must supply proof of the assignment in the form of a signed letter by both parties detailing that the assignment has been made as well as providing details of the assignee including all the fields listed in the JOIN page of the *AML-AM* website. The documents can be emailed to support@australiamyland.com.au. *AML-AM* will advise the seller and the purchaser by email if the assignment has been approved.

## **CANCELLATION**

Should a Member wish to cancel their Membership Agreement with *AML-AM* the Member should notify *AML-AM* by E-mail. *AML-AM* reserves the right to deny re-entry by an applicant who has previously cancelled a Membership. A Member can at any time subject to these Terms and Conditions down-grade his Key or Corporate membership to a FREE membership. *AML-AM* reserves the right to cancel a membership Agreement should there be any breach by the member of the Agreement.

## **INHERITABILITY**

The *AML-AM* Programme Membership, like any other membership, business or asset a Marketing Consultant or Member may have, is fully transferable in accordance with the terms of a Will, or, in the absence of a Will, it passes to the heirs pursuant to the applicable interstate succession laws. For those Marketing Consultants whose *AML-AM* Membership or Business units are owned by a corporation (or some other type of legal entity), there would be no change in the ownership of the Membership or Business Unit upon the death of an owner of that corporation, etc. Ownership of the corporation would change by passing to the heirs, but the corporation would continue to own the *AML-AM* Membership or Business Unit.

## **INDEMNITY**

Any Marketing Consultant indemnifies and holds *AML-AM* harmless against all claims made by any third party, and any related damages and expenses (including reasonable attorney's fees), arising out of or connected with the Marketing Consultants conduct, the associate's website or online store, the goods or service the Marketing Consultant offers, or any violation of this agreement by associate.

## **LIMITATION OF LIABILITY**

*AML-AM* makes no warranties, express or implied, related to the *AML-AM* products or services supplied there under or, including but not limited to warranties of merchantability and fitness for a particular purpose. *AML-AM* will not be liable to any Marketing Consultant for indirect, incidental, special or consequential damages, such as (but not limited to) loss of profits or business interruption, arising out of or connected to the use of, or inability to use, the programmes products, related services or marketing materials provided to any Member. The total liability of *AML-AM* for any and all damages arising from or connected with this Agreement, the *AML-AM* Programme, services or marketing materials provided to any Marketing Consultant shall not exceed the total fees paid by the Marketing Consultant to *AML-AM* during the 12-month period immediately preceding the initial occurrence of the event causing the damages.

## **IMPOSITION OF PENALTY**

If a Member or Marketing Consultant breaches any of the provisions of this Agreement, violates any applicable law or regulation or engages in any false, misleading or unfair trade practice, including but not limited to, making misleading income representations or making promises to potential Marketing Consultants that can not be kept by marketing consultant, (herein called "Violation") any such Violation is grounds for the imposition of penalty, as more fully set forth hereafter.

The Company and *AML-AM* may suspend the Members Membership, including suspension of checks earned at the time, pending investigation of any alleged Violation. The Member shall be given notice of the alleged Violation by e-mail, fax or other rapid method of communication and shall have seven days thereafter to respond in writing (verbal response will not be considered) to any alleged Violation (s), failing which, the Company and *AML-AM* can consider the allegations to be true. (It is Associate's responsibility to see that Company receives the response, with supporting documentation, if any, within the seven-day period.) If at the end of the investigation it is determined that Marketing Consultant is to be penalized, the date of the imposition of the penalty can be, at the Company's option: -

- the date of the penalty notice
- the date of the notice of the alleged Violation
- the date on which suspension, if any, occurred, or
- any other current date.

Incomes suspended and/or earned, if any, as of the date of a termination, shall not be paid. Any such payments not paid shall be deemed to be liquidated damages as payment of part of the damages suffered by the Company and/or *AML-AM* for the Violation. A member can request that any decision to impose a penalty be reviewed and supply any additional material that may bear on the matter in support thereof within seven days after notice of the penalty is given. The Company shall then advise the Member of its final decision. The Company shall have the option of imposing any one or more of the following penalties for Violations:

- Disabling of business unit and/or membership;
- Denial or revocation of any achievement awards otherwise earned;
- Denial of sales credit for sales that fall into the team of a cross-sponsored Associate;
- Denial of credit for sales of multiple web sites due to falsely representing need for them;
- Imposition of a fine in an amount to be determined by the Company; and/or Termination of the Associate's Agreement.

#### **OFFICIAL LANGUAGES/DEFINITIONS:**

The English version of this Agreement, as maintained by *AML-AM* is the official version and shall control over any other language version(s) which may be made available for ease of reference for some Members. As used in the *AML-AM* materials, when the term, "sell/ enroll" and words of similar import are used to describe the enrollment/ sales activities of Marketing Consultant, this is an abbreviated reference to the promotional activities of Marketing Consultant with respect to sales and it is understood that all sales are between the Company and the purchaser, not between the Marketing Consultant and the purchaser. Likewise, when the term, "recruit" and words of similar import are used to describe the referral and recruiting activities of marketing consultant, this is an abbreviated reference to the team building activities of Marketing Consultant and it is understood that the agreement by which one becomes an Marketing Consultant is between the Company and the recruited Marketing Consultant and not between the new Marketing Consultant and the referring Marketing Consultant.

#### **INCORPORATION OF AGREEMENTS:**

If a Members or Marketing Consultant has enrolled in an *AML-AM* programme, the User Agreement and Acceptable Use Policy are incorporated herein as if fully set forth.

#### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties on the subject matter hereof, and no other additional promises, representations, guarantees or agreements of any kind shall be valid concerning such subject matter unless in writing and signed by an authorized officer of the Company and *AML-AM*.

#### **RESPONSIBILITY**

The *AML-AM* is not responsible for the acts of its Members and Marketing Consultants under any circumstances for their wrongful and illegal activities.

#### **APPLICANT ACKNOWLEDGEMENT**

All *AML-AM* Members and Marketing Consultants acknowledge that Members and Marketing Consultants have read and understand and agrees to the terms set forth in this Agreement. All

AML-AM Members and Marketing Consultants understand that this Agreement is not in force until accepted.

## **ANTI-SPAM POLICY**

COMPANY HAS A ZERO TOLERANCE ANTI-SPAM POLICY.

THIS MEANS THAT ANY TEAM LEADER OR MEMBER OR RELATED PARTICIPANT THAT SPAM'S IN ANY WAY SHALL BE IMMEDIATELY TERMINATED WITH ALL RIGHTS FORFEITED.

The following Acceptable use (Anti-Spam) policy sets forth what activities on the part of a *AML-AM* member will not be tolerated under any circumstances. These policies will be enforced to insure *AML-AM* continued reputation remains as a high quality, professional company. *AML-AM* will immediately terminate any member found engaging in spamming or any illegal activity. Their membership shall be terminated and they will be charged two hundred dollars (US \$200.00) for each reported spamming activity as a penalty and damage charge. *AML-AM* will immediately contact state and federal authorities to report such activity as it is a crime in many jurisdictions to Spam.

Any Member, person or entity found spamming will have their relationship to *AML-AM* terminated when Company receives complaints from any part of the Internet community and verifies same. All Members are required to agree and adhere to these stated conditions. A Member cannot violate any applicable local, state, federal or international law. Illegal spamming activity includes posting identical or substantially similar articles to an excessive (more than 3) number of news groups or continued posting of articles which are of topic for a newsgroup; Sending unsolicited mass (to more than 10 users) emailing which provoke complaints from the recipients or where the recipients have not agreed, prior to such mailing to accept such emails. Unsolicited commercial advertisements will be treated as illegal Spam.

*AML-AM* WILL FULLY COOPERATE WITH ALL CRIMINAL AUTHORITIES TO PROVIDE INFORMATION AS TO THE PERSON OR PERSONS THAT ENGAGED IN THE SPAMMING ACTIVITY IN ORDER TO OBTAIN WARRANTS AND CRIMINAL CHARGES AGAINST THOSE PARTICIPANTS.

To Report any case of Spamming please contact us at [enquiries@australiamyland.com.au](mailto:enquiries@australiamyland.com.au)

## **Australia My Land Affiliated Membership [AML-AM] Summary of Terms and Bonus Schedule**

### **Member Product Purchases**

#### **BI-ANNUAL PURCHASE OF DELUXE AUSSIE KIT BAG:**

The *Bi-Annual purchase of a Deluxe Aussie Kit Bag of \$57* is to be paid by each *Key* and *Corporate Member* on entry to the programme or on upgrading to *Key* or *Corporate Membership* from *FREE Membership*, as well as *each six months* thereafter if they wish to continue as *Key* or *Corporate Members* and remain in the *Group Matrix* and/or the *Corporate Rewards Circuit*. With each re-newel receives a *Deluxe Aussie Kit Bag* valued at \$175. A Member can cancel his Membership Fee and return to *FREE Membership* status at the time for renewal only. There are no refunds on recurring purchases of *Deluxe Aussie Kit Bags*. A Member must alert *AML-AM* of his intention NOT to renew his *Key* or *Corporate Membership* at least 2 weeks previous to the date of his renewal payment due date. A *Membership* can be an *individual* or a *business*. An individual who is a Member can only have a *Business Membership* in addition if their Business is an *AML-AM Discount Supplier*. Each identity, whether that be a business or private individual, may only have *ONE Membership* with a separate name, e-Mail address and phone number.

Any persons paying money to a member of *AML-AM* is not paying money to *AML-AM*. Any monies being handed to a Member of *AML-AM* is not the responsibility of *AML-AM*. *AML-AM* will not accept responsibility for any monies lost or disputed because a person handed money intended for the purpose of joining or paying *AML-AM*.

## **CORPORATE MEMBERSHIP AND UPGRADE PURCHASE OF CORPORATE AUSSIE KIT BAGS :**

A one-time payment of \$287 is paid to purchase a *Corporate Aussie Kit Bag* and thus validate a *Members Corporate Membership*. The value of the purchase is over \$550 value in product and in discount Credit Dockets. There are no refunds on the purchase of Aussie Kit Bags for the purpose of attaining *Corporate Membership*. *FREE* and *Key Members* must purchase *Corporate Aussie Kit Bag* to qualify for Upgrade to *Corporate Membership*.

### **AML-AM Products**

#### **THE AML-AM CREDIT DOCKETS:**

The *AML-AM Credit Dockets* are earned through the programme or can be bought as a product. They can also be sold by Members to non-members as a retail product or given away in promotions. The *AML-AM Credit Dockets* are re-usable, that is, a business that receives a docket can re-use that docket. They have a *24 month expiry* from the date of printing. Digital use of the dockets, that is, where a buyer purchases a product online, is subject to the Suppliers 'conditions of use' for the dockets. The business giving the discount might or might NOT ask that the docket be actually sent to them! A member might need to simply give to the supplier his username and Member ID number. Or they may specify that once the Member purchases the product and sends the Credit Docket to them then they will return the discount as a refund. In all circumstances it is recommended the Member contact the merchant first to confirm the use of the Docket. The Credit Dockets cannot be converted to cash however they can be spent with *AML-AM* businesses on the *AML-AM* website that are apart of the affiliate programme and that except the *AML-AM* Credit Dockets.

#### **STANDARD AUSSIE KIT BAG**

The *Standard Aussie Kit Bag* contains AUD\$75 value in *Credit Dockets* as well as a selection from other small promotional items such as refrigerator magnets, calendars, notepads, rulers, stickers and postcards. It is earned as a *Joey or Rookie Bonus* on the referral of ANY three new members. The *Standard Aussie Kit Bag* can be purchased separately and the purchasers Referrer earns a Swag Bonus when they do so. The *Member Price* is AUD\$35 and the *Recommended Retail Price* is AUD\$55.

#### **TUCKER BAG**

The *Tucker Bag* contains 10 x \$5 Credit Dockets and 10 X \$20 Credit Dockets; a total value of AUD\$250 each. The *Member Price* is AUD\$85 and the *Recommended Retail Price* is AUD\$125.

#### **DELUXE AUSSIE KIT BAG**

The *Deluxe Aussie Kit Bag* contains promotional items such as pens, caps, refrigerator magnets, calendars, notepads, rulers, stickers and postcards as well as Credit Dockets to a total value of AUD\$175. The *Deluxe Aussie Kit Bag* is purchased by *Key* and *Corporate Members* on first signing up and on each six-monthly renewal of their Membership. The *Deluxe Aussie Kit Bag* can be purchased separately and the purchasers Referrer earns a Swag Bonus when they do so. The *Member Price* is AUD\$49.90 and the *Recommended Retail Price* is AUD\$75.

#### **SUPER AUSSIE KIT BAG**

The *Super Aussie Kit Bag* contains Credit Dockets and Aussie 'bits and pieces', eg caps, thongs, shirts etc. The *Super Aussie Kit Bag* is for individual sale only. The *Member Price* is AUD\$65 and the *Recommended Retail Price* is AUD\$90.

### **The AML-AM Programme Elements:**

#### **THE AML-AM MEMBERS PERSONAL REFERRER:**

A Member will introduce new Members to the AML-AM Programme and will be their Personal Referrer. Any dispute over WHO is a new Members Personal Referrer is to be decided between the new Member and their introducers. The final decision would best rest with the new Member based on the length of personal and business history between the Members. AML-AM will not be involved in any way in the dispute and will not be held accountable for the results of the dispute. Any dispute will be finalised within 7 days of the new Members joining AML-AM with a signed letter from ALL disputing parties.

#### **THE AML-AM MEMBERS DOWNLINE:**

The *AML-AM Members Downline* is a Matrix consisting of six units attached to each position. Therefore a Member has six units on his first Level, 36 on his second, 216 on his third etc. All new Members are placed in the *Downline* of their Personal Referrer in the next available position in his Downline. A Member introducing a new Member can also nominate a third party from his downline as the Personal Referrer but relinquishes all rights as Personal Referrer to that Member.

#### **THE AML-AM GROUP MATRIX:**

The *AML-AM Group Matrix* is a Matrix consisting only of the *Key* and *Corporate Members* of the *Members Downline* only. It is compressed vertically so that the Matrix positions vacated by *FREE Members* are filled by Members from beneath those positions according to genealogical Membership. A *FREE Member* who upgrades will take up his position in the *Group Matrix* according to his original position in the *Members Downline*.

#### **THE AML-AM REWARDS CIRCUIT:**

The *AML-AM Rewards Circuit* is a four level table consisting of 15 positions only and is comprised of the *Corporate Members* only. The top level or Level Four is the *Summit*, Level Three is *Mid-Trek*, Level Two are the *Foothills* and Level One is *Base Camp*. There are NO qualifications necessary to move through the Circuit and achieve the Bonza Bonus for cycling through the Circuit. When the *Circuit* of 15 Members fills, the *Circuit* will split to become TWO new *Circuits*, each with a new bottom level (the '*Base Camp*') of 8 empty 'Campsites' to fill. A new Corporate Member will enter the Circuit of his Personal Referrer and each Member when they cycle will also re-enter the Circuit that contains his Personal Referrer.

#### **Members Commissions:**

##### **JOEY BONUS:**

A Member earns the *Joey (Rookie) Bonus* only once when they refer their first three separate Members to the programme, whether they are FREE, Key or Corporate members. A Member who signs as a *business* as well as a *private* member is regarded as one member and not as two members for the sake of earning the *Mates Rookie Bonus*.

##### **MATES BONUS:**

A Member earns the *Mates Bonus* as a Sales Commission when they refer a new *Key Member* to the program, or a personal referral upgrades their Membership from FREE to Key Membership and they purchase a *Deluxe Aussie Kit Bag*. The amount of *Mates Bonus* each Member earns will depend on the Members own *Membership Status*. A Member can STILL continue to earn *Mates Bonuses* for EACH new *Key Member* they personally introduce to the program, whether or not they remain directly on the next level in their downline.

##### **SWAG BONUS:**

A Member earns the *Swag Bonus* as a Sales Commission when they refer a new *Corporate Member* to the program and that person purchases a *Corporate Aussie Kit Bag.*, or a personal referral upgrades their Membership from FREE or Key Membership to Corporate Membership and they purchase a *Corporate Aussie Kit Bag*. The amount of *Swag Bonus* each Member earns will depend on the Members own *Membership Status*. A Member can STILL continue to earn *Swag*

Bonuses for EACH new *Corporate Member* they personally introduce to the program, whether or not they remain directly on the next level in their downline.

#### **COBBER (GROUP) MATRIX BONUS:**

The *Members Downline* is compressed to contain ONLY *Key* and *Corporate Members* and is called the *Group Matrix*. The 5 levels above a *new* or *renewing purchasing Member* in the *Upline* of the *Group Matrix* receive the *Cobber (Group) Bonus*. The amount of *Mates Bonus* each Member earns will depend on the Members own *Membership Status*.

#### **BONZA BONUS:**

When *Corporate Members* cycle from the *Rewards Circuit* they earn the *Bonza (Cycle) Bonus* of \$1000 Cash PLUS 2 *Tucker Bags* value \$500.

#### **BOUNTY BONUS:**

When *any* member purchases product from AML-AM their *personal referrer* receives a *Bounty Bonus*. The amount of the *Bounty Bonus* that each Member earns will depend on the Members own *Membership Status*.

#### **TREKKER POOL BONUS:**

The *Trekker Pool Bonus* is a shared portion of the monthly *Trekker Pool*. This is a percentage amount of all income from *Memberships* and product purchases received by the *AML-AM* programme.

When *any* member reaches a specified level of results in the programme they earn the status of *Trekker*. There are four levels of *Trekker* and the *Trekker* status of a member determines how much of the *Trekker Pool Bonus* he receives.

#### **BOOMER BONUS:**

The *Boomer Bonus* can be earned by any member who successfully sells advertising space on the general section of the AML website. The *Boomer Bonus* does not apply to AML-AM sales. Bonuses are payable monthly after full payments of the total invoiced advertising charges have been paid by the advertising client to AML-AM. Further commissions payable to AML-AM members are in direct alignment with membership levels.

#### **SURF AND EARN:**

All AML-AM members can participate in the *Surf and Earn* programme and earn points that build up and with which they receive extra Credit Dockets and other prizes on offer from AML-AM and its participating Business Suppliers. The *Member* logs onto the *Members Resources Area* where they click through the series of Business profiles of the suppliers to the program (*Corporate Business Members only*). Each web page/profile they visit earns them credits per click. Each visit is timed to 15 seconds each. **ONE MUST BE AN AML MEMBER TO PARTICIPATE IN THE OFFERED PROGRAMMES INCLUDING THE SURF AND EARN.**

#### **RETAIL SALES:**

All AML-AM members can also earn Retail Sales Profit from their sale of the AML-AM products; the *Tucker Bag* and the variety of *Super Aussie Kit Bags* that AML-AM will produce.

#### **The Bonus Schedule**

#### **JOEY BONUS:**

<i>FREE Member</i> :-	One Standard Aussie Kit Bag – value AUD\$75
<i>Key Member</i> :-	One Standard Aussie Kit Bag – value AUD\$75
<i>Corporate Member</i> :-	One Standard Aussie Kit Bag – value AUD\$75

#### **MATES BONUS:**

<i>FREE Member</i> :-	AUD\$5 for each new <i>Key Member</i> purchase
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*Key Member:-* AUD\$10 for each new Key Member purchase  
*Corporate Member:-* AUD\$20 for each new Key Member purchase

#### **SWAG BONUS:**

*FREE Member:-* AUD\$15 for each new Corporate Member purchase  
*Key Member:-* AUD\$25 for each new Corporate Member purchase  
*Corporate Member:-* AUD\$55 for each new Corporate Member purchase

#### **COBBER (GROUP) MATRIX BONUS:**

*Key Member:-* Level 1 - \$1; Level 2 - \$1; Level 3 - \$1; Level 4 - \$2; Level 5 - \$3  
*Corporate Member:-* Level 1 - \$2; Level 2 - \$1; Level 3 - \$1; Level 4 - \$2; Level 5 - \$6

#### **BONZA BONUS:**

*Corporate Member:-* AUD\$1000 Cash *PLUS* Two Tucker Bags – value AUD\$500

#### **TREKKER POOL BONUS:**

<i>Pioneer:-</i>	Referred 4 **	10 in downline	10% of monthly pool
<i>Traveller:-</i>	Referred 10	25 in downline	20% of monthly pool
<i>Globetrotter:-</i>	Referred 25	100 in downline	30% of monthly pool
<i>Conqueror:-</i>	Referred 50	200 in downline	40% of monthly pool

\*\* All Personal Referrals

#### **BOUNTY BONUS:**

*FREE Member:-* up to 20% of Sale  
*Key Member:-* up to 25% of Sale  
*Corporate Member:-* up to 35% of Sale

#### **BOOMER BONUS:**

*FREE Member:-* up to 20% of Sale  
*Key Member:-* up to 25% of Sale  
*Corporate Member:-* up to 35% of Sale

NOTE: Some elements of the programme will not be available till the programme is fully launched.

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