

Vykon Supplements Affiliate Agreement

Introduction

This Affiliate Agreement (“Agreement”) outlines the terms and conditions governing your participation in the Vykon Supplements Affiliate Program (“Program”). By applying to or participating in the Program, you agree to these terms.

About Vykon Supplements

Vykon Supplements, a division of Vykon Inc., produces all-natural supplements formulated with the highest-quality ingredients. At Vykon, we are dedicated to restoring bio-individual balance by combining science, innovation, and personalization. We do this by partnering with practitioners helping both humans and animals achieve optimal health through clean supplements and customized bio-individual nutraceutical solutions with results at the core of everything we do.

Commission Structure

- **Standard Commission:** 15% on all qualified direct referral sales of online purchases processed with valid payment.
- **Exclusions:** Commissions do not apply to custom supplements, wholesale orders, test kits, memberships, consultations, or any non-online transactions unless expressly approved in writing.
- **Self-Purchase Prohibition:** Affiliates may not purchase products through their own referral link for personal use, bulk orders, or resale purposes. Such transactions are ineligible for commissions.
- The Program does not include lifetime commissions, recurring commissions, or commissions on future purchases unless expressly stated in writing.
- **Cookie Window:** 30 days.
- **Payment Setup Required:** Affiliates must register with the Payments platform linked to the affiliate program to receive their pay out.
- **Payout Schedule:** Payouts are issued **within 7 business days** of the first of each month once the minimum payout threshold of **\$100** is met.
- **Refunds & Adjustments:** Refunded, cancelled, or disputed transactions are automatically deducted from commission totals.
- **Earnings Disclaimer:** Vykon Supplements does not guarantee any specific sales volume, earnings level, or affiliate performance.

Tracking accuracy may depend on the customer’s device settings, browser privacy preferences, or other technical factors, and Vykon Supplements does not guarantee attribution in cases where tracking is disabled or obstructed.

Currency

- Affiliates in Canada: Paid in CAD
- Affiliates outside Canada: Paid in USD

Refunds & Adjustments

Refunded, cancelled, or disputed transactions are automatically deducted from your commission balance.

Privacy & Data Protection

The Company will not share personal, identifying, or account-level information of customers, students, or referred practitioners with any Affiliate. Affiliates may receive limited, anonymized reporting necessary for commission calculation (such as commission amounts or conversion dates), but no names, emails, order details,

health information, or other personal data will be disclosed. All referral attribution is managed internally by the Company's tracking systems, and personal information will not be provided for verification or marketing use.

Definitions

For clarity and legal certainty:

- **"Affiliate"** – An approved participant in the Program.
- **"Qualified Referral"** – A new customer who accesses the Clinical HTMA Academy website through the Affiliate's unique tracking link or an authorized coupon code.
- **"Qualified Direct Referral Sale"** – A completed, paid purchase of eligible Clinical HTMA Academy products or courses attributed to the Affiliate via a valid tracking link or approved coupon code and occurring within the 30-day cookie window. Commissions are based on the amount actually paid after discounts.
- **"Conversion"** – A completed transaction that meets all program rules and is successfully attributed to the Affiliate.
- **"Total Cart Value"** – The purchase amount before discounts or shipping.
- **"Tracking Link"** – The Affiliate's unique URL used to track referrals.
- **"Reasonable Response Time"** – 5 business days or less unless otherwise agreed.
- **"PPC"** – Pay-per-click advertising.

Enrollment Requirements

To be eligible:

1. You must operate within the health industry or a complementary field.
2. You must comply with all Vykon Supplements policies, this Agreement, and all applicable laws.
3. Coupon or offer sites are not eligible for participation.

Enrollment is subject to approval. Vykon Supplements reserves the right to accept, deny, or remove affiliates with or without cause.

Vykon Supplements may terminate participation at any time at its sole discretion.

Restrictions

Your website, marketing channels, or business activities may not:

1. Infringe on intellectual property or proprietary rights.
2. Violate any applicable law or regulation.
3. Contain or promote defamatory, obscene, hateful, discriminatory, or harmful content.
4. Include malware, spyware, harmful scripts, or unauthorized tracking tools.
5. Interfere with traffic attribution or divert affiliate credit using technologies such as:
 - toolbars
 - browser extensions
 - cookie stuffing
 - masked referral URLs
 - unauthorized redirects
6. Copy, replicate, or imply affiliation with Vykon Customs, including framing the site or imitating its branding.

Linking to Our Website

- Your website must not copy, resemble, or imply affiliation with the Vykon Supplements website.
- Framing, duplicating, or mirroring the site is prohibited.
- Cookie stuffing, pop-ups, misleading links, or masking referring URLs are not permitted.
- Redirects designed to manipulate attribution or appear as originating from a different domain are prohibited.

Prohibited Topics (General Health-Claims Restrictions)

Affiliates may not make claims or promote content that:

1. States or implies that Vykon Supplements products diagnose, treat, cure, or prevent any illness, medical condition, or disease.
2. Suggests supplements replace medical care or licensed healthcare treatment.
3. Uses misleading, exaggerated, or fear-based health language or guaranteed outcomes.
4. Violates advertising or regulatory standards (FDA, FTC, Health Canada, global equivalents).
5. Presents testimonials as medical evidence or implies clinical results.
6. Associates Vykon Supplements with unsupported therapeutic claims or pseudoscience.
7. Promotes misinformation or content that could reasonably mislead consumers.

Nothing in this Agreement grants the Affiliate permission to provide medical advice or represent themselves as a healthcare provider unless duly licensed.

PPC Advertising Guidelines

Affiliates may not:

- Bid on Vykon trademarks, brand names, or misspellings.
- Use PPC ads that imply official affiliation.
- Make or imply cure claims or violate FDA/FTC/Health Canada compliance.
- Rank, optimize, or intentionally target Vykon-branded keywords through paid search or unauthorized SEO practices.

Affiliates may use general wellness-aligned language such as “may support,” “may help maintain,” or “may assist,” ideally accompanied by reputable research citations.

Coupon Policies

1. **Affiliate-Exclusive 10% Client Coupon:**
All approved Affiliates will receive a unique 10% off coupon code to provide to customers, clients, audiences, or online communities.
 - The coupon may be shared publicly or privately.
 - The commission is calculated on the actual amount paid after the 10% discount is applied.
 - The coupon does not alter the Affiliate’s commission rate.
2. **Coupon/Offer Sites:**
Affiliates may not submit their assigned coupon code to third-party coupon, promo, discount, cashback, browser-extension, or deal-aggregation platforms.
 - Any transactions originating from such sites will be reversed.
3. **Assigned Codes Only:**
Affiliates may only use discount codes issued directly by Vykon Supplements.
Use of unauthorized discount codes is prohibited and will result in commission reversal.

4. Unauthorized Distribution:

Any attempt to manipulate coupon placement, hide coupon intent, use auto-apply tools, or distribute codes through unauthorized channels may result in removal from the Program.

Domain & Social Media Guidelines

Allowed:

- Sharing your tracking link on social media pages you personally own or manage.

Prohibited:

- The use of any trademark, or confusing variations, in a domain or subdomain is strictly prohibited.
- Posting affiliate links on Vykon-owned social media pages.
- Running ads using Vykon trademarks.
- Creating social media accounts or pages containing Vykon trademarks.

Traffic Transparency & Audit Rights

Vykon Supplements reserves the right to audit affiliate activity, traffic sources, and promotional methods at any time.

Affiliates must be able to:

- Explain traffic sources
- Provide screenshots or logs upon request
- Demonstrate authentic, non-fraudulent marketing activity

Hidden, masked, invalid, or fraudulent traffic is grounds for immediate removal.

Email Marketing Guidelines

If you promote via email:

- Emails must be sent **by you**, not on behalf of Vykon Supplements, Vykon Customs, Vykon Equine, or Vykon Pets.
- You may not imply endorsement, partnership, or corporate association.
- All email campaigns must comply with applicable anti-spam and privacy laws.

Reversals & Communication Policy

Vykon Supplements may reverse commissions for:

- Order cancellations
- Duplicate tracking
- Disputed charges
- Returns
- Program violations

Affiliates may be suspended or terminated for:

1. Dishonesty or lack of transparency
2. Unresponsiveness
3. Inability to validate traffic sources
4. Misrepresentation of Vykon Supplements
5. Promoting violence or illegal activities

6. Discriminatory content
7. Abusive communication toward the Vykon team

Commission Forfeiture:

If you violate this Agreement, Vykon Supplements may require forfeiture of:

- a) All commissions earned in the 30 days preceding the violation, and
- b) All commissions earned thereafter.

Modification of Terms

Vykon Supplements may update or modify this Agreement at any time. Continued participation in the Program constitutes acceptance of the updated terms.

Indemnification

The Affiliate agrees to indemnify, defend, and hold harmless Vykon Supplements, Vykon Inc., and their employees, directors, contractors, and agents from any claims arising from:

1. breach of this Agreement
2. violation of law
3. affiliate conduct or marketing
4. disputes with third parties

Limitation of Liability

Vykon Supplements is not liable for any indirect, incidental, special, or consequential damages. Total liability will not exceed the commissions paid to the Affiliate in the six (6) months preceding the claim.

Independent Contractor

Affiliates participate as independent contractors.

Nothing in this Agreement creates an employment, agency, or joint-venture relationship.

Tax Obligations

As an independent contractor, the Affiliate is solely responsible for all applicable taxes, including income taxes, self-employment taxes, sales taxes, VAT/GST, or any other tax obligations arising from commissions earned under this Program. The Affiliate acknowledges that Vykon does not withhold, collect, or remit taxes on their behalf and does not provide tax advice. Affiliates are required to comply with all tax laws in their jurisdiction and to report income as required.

Severability

If any provision is found unenforceable, the remaining provisions remain in effect.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior representations or discussions.

Governing Law

This Agreement is governed by the laws of the Province of Ontario. Disputes shall be resolved exclusively in the provincial or federal courts of Ottawa, Ontario.

Contact

For questions regarding this Agreement: vteam@vykonsupplements.com

