

# Vykon Customs Affiliate Agreement

Thank you for your interest in our Affiliate Program. If you applied, you have agreed to our terms of service. Please read them below.

## **About Vykon Customs**

Vykon Customs, a division of Vykon Inc., specializes in producing all-natural, customized supplements with the finest ingredients to fuel the body.

At Vykon we are committed to helping others seeking support and strategies to erase debilitating symptoms, gain energy, get to the top of their game, or support the vitality and longevity of their animals.

As an affiliate you can be confident that you are supporting products made with only the finest ingredients, nothing artificial, just all natural flavours and sweeteners. We look forward to partnering with affiliates around the world who help to empower people to revitalize their life naturally.

## Affiliate Program

Affiliate Program Highlights: All affiliates receive a 10% commission on all direct referral sales of Vykon Custom Products, associated to a new linked Lifetime Commission practitioner of online purchases of Vykon Custom products processed with valid payment. This program excludes all Test products, retail products, memberships and consultations.

## **Payment Terms**

**Payment Terms:** Payouts are made the first of the month based on Total Cart Value per Conversion and with a \$100 commission minimum. Refunds and cancellations will be automatically deducted from your payout balance as they are processed.

Affiliates will be paid out in the currency of their stated country. Canadians will be paid out in Canadian dollars and affiliates located outside of Canada will be paid in US dollars.

#### **General Requirements for Acceptance:**

- 1. You must be an approved Vykon Customs Wholesale Practitioner.
- 2. Your Lifetime Commission Referrals must be Vykon Customs Wholesale Practitioner.
- 3. You must operate a registered health-based business.
- 4. You must follow our Terms of Service.
- 5. You must not use a coupon site or offer site to promote our program.

### **Enrollment:**

Enrollment to our Program is based on request only. Once approved you will be added to our Affiliate Platform. Any Vykon Customs Wholesale Practitioners who refer you during their Vykon Customs application process will be added to your Affiliate Lifetime Commissions list. We reserve the right to reject any application, however we encourage you to contact us if you feel we have made an incorrect decision.





#### Restrictions:

Your participating website(s) and or health business may not:

- 1. Infringe on our or any anyone else's intellectual property, publicity, privacy, or other rights.
- 2. Violate any law, rule, or regulation.
- 3. Contain any content that is defamatory, obscene, threatening, harassing, harmful to minors, or contains nudity, pornography, or sexually explicit materials.
- 4. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- 5. Contain software or use technology that attempts to intercept, divert, or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website. This includes toolbars, browser plug-ins, extensions, and add-ons.

**Linking to our website:** Only registered practitioners may access our Wholesale site. You may not link your website directly to our site.

Your website will not in any way copy, resemble, or mirror the look and feel of our website. You will also not use any means to create the impression that your website is our website or any part of our website including, without limitation, framing of our website in any manner. You may not engage in cookie stuffing or include pop-ups, false or misleading links on your website. In addition, wherever possible, you will not attempt to mask the referring URL information (i.e. the page from where the click is originating). Using redirects to bounce a click off a domain from which the click did not originate to give the appearance that it came from that domain is prohibited.

**PPC Guidelines:** If you are enrolled in our Program and participate in PPC advertising, you must adhere to our PPC guidelines as follows:

- You may not bid on any of our trademarks (which are identified below), including any variations
  or misspellings thereof for search or content-based campaigns on Google, MSN, Yahoo,
  Facebook, or any other network.
- 2. We do not condone the use of or promises of cures to any illness, disease, or symptom (as they're not always universally true for all people and are against FDA/FTC rules or for Health Canada)
- 3. Promotions can mention our products MAY prevent, support, or help with certain conditions (ideally when accompanied by links to relevant studies or cited sources). We ask all our affiliates to avoid mentioning COVID-19, Coronavirus, cancer cures as no one product can claim that universally. We can carefully mention they may help with inflammation, antioxidant support etc. to abide by compliance rules.

\*Trademarks: VYKON® - U.S. Reg. No. 6,995,666

## Coupon Guideline:

- 1. You may not use a coupon site or offer site to promote our program.
- 2. You may not submit your affiliate code to any coupon sites. Any transaction coming from a coupon or offer site will be reversed.





3. You may ONLY advertise coupon/discount codes that are provided exclusively to you through the affiliate program.

#### **Domain Names:**

Use of any of our trademarked terms as part of the domain or subdomain for your website is strictly prohibited.

#### Social Media:

Use of any of our trademarked terms as part of your social handle is strictly prohibited.

- You ARE ALLOWED to promote Vykon on your own social media pages or groups you manage; more specifically, you are welcome to use your tracking links on your personal Facebook, Twitter, and other social media pages.
- 2. You ARE PROHIBITED from posting your tracking links on OUR Facebook, Twitter, and other social media company pages in an attempt to turn those links into partner sales.
- 3. You ARE PROHIBITED from running Facebook ads with our trademarks.
- 4. You ARE PROHIBITED from creating a social media account that includes our trademarks in the page name and/or username.

## The Use of Health Product Language, Promotions & Endorsements:

- 1. We don't support the use of celebrity endorsements.
- 2. We do not condone the use of or promises of cures to any illness, disease, or symptom (as they're not always universally true for all people and are against FDA/FTC rules or for Health Canada)
- 3. Promotions can mention our products MAY prevent, support, or help with certain conditions (ideally when accompanied by links to relevant studies or cited sources). We ask all our affiliates to avoid mentioning COVID-19, Coronavirus, cancer cures as no one product can claim that universally. We can carefully mention they may help with inflammation, antioxidant support etc. to abide by compliance rules.

#### Fmail:

If you intend to promote our Program via email campaigns, you must adhere to the following:

E-mail must be sent on your behalf and must not imply that the email is being sent on behalf of Vykon Supplements.

## Reversal and Communication Policy:

We reserve the right to reverse orders due to order cancellations, duplicate tracking, returns, disputed charges, and program violations as outlined in these terms and conditions. If we ask you for clarification or more information on any orders or clicks that we suspect may be in violation of our terms and conditions, we expect that you will respond in a timely and honest manner. Below are violations of our communications policy. If any of the following apply, then we reserve the absolute right to reverse orders or suspend you from the program.





- 1. You are not forthcoming, intentionally vague or are found to be lying.
- 2. You are not responsive within a reasonable time.
- 3. You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof.
- 4. Resembles Vykon Supplements and falsely have customers believe that you are Vykon Supplements.
- 5. If you promote violence or illegal activities.
- 6. If you promote discrimination, based on race, religion, sex, nationality, disability, age or any other type of discrimination characteristics protected by anti-discrimination laws.
- 7. You send abusive or hateful forms of communication to the Vykon Team or participate in any forms of internet trolling towards Vykon. Failure to comply with any of the terms, conditions, guidelines, or restrictions of this Addendum shall result in
  - a) your forfeiture of all commissions earned by you in connection with our Affiliate
     Program during the 30 days immediately preceding the date on which we learn of your violation, and
  - b) your forfeiture of all commissions arising out of your efforts or services subsequent to the date on which we learn of your violation.

Your forfeiture of commissions hereunder shall not be construed an election of remedies on our party, and such forfeiture shall be in addition to any other right, power, or remedy that we may have, at law or in equity, and each such right, power or remedy shall be cumulative and non-exclusive. This Addendum, and the rights of the parties hereunder shall be interpreted in accordance with the laws of the Province of Ontario, and such laws shall govern all rights and remedies without regard to principles of conflict of laws. Any dispute arising between you and us shall be decided exclusively by the Province or Federal Courts located in Ottawa, Ontario and you submit to the jurisdiction of such Courts and agree that such Courts shall provide an appropriate forum.

Contact: operations@vykoninc.com with questions.

