

By signing up to be an Affiliate in the Pharmaden LLC Affiliate Program ("Program") you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Pharmaden LLC reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Program, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Program after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: pharmaden.net/terms-of-service/

Violation of any of the terms below will result in the termination of your Account and for forfeiture of any outstanding affiliate commission payments earned during the violation. You agree to use the Affiliate Program at your own risk.

Account Terms

1. **You must be 18 years or older to be part of this Program.**
2. **You must live in the United States to be an Affiliate.**
3. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
4. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
5. Your login may only be used by one person – a single login shared by multiple people is not permitted.
6. You are responsible for maintaining the security of your account and password. Pharmaden LLC cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
7. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
8. One person or legal entity may not maintain more than one account.
9. You may not use the Affiliate Program for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
10. You may not use the Affiliate Program to earn money on your own Pharmaden LLC product purchases.
11. You may only sell Pharmaden LLC products inside of the United States.
12. Pharmaden LLC does not issue refunds to customers.
13. **You must always put our disclaimers on any sort of communication: "Results may vary. These statements have not**

been evaluated by the FDA. Information and statements made are for education purposes and are not intended to replace the advice of your doctor or dentist. Pharmaden LLC does not dispense medical advice, diagnose, treat, cure, prevent disease or prescribe. The views and nutritional advice expressed by Pharmaden LLC are not intended to be a substitute for conventional medical or dental service. If you have a severe medical or dental condition or health concern, see your physician and/or dentist.”

14. For Pharmaden LLC's product PerioTherapy, you may make reference to the Loma Linda University double blind study results: The Loma Linda double blind study showed that people in the study that used Pharmaden's PerioTherapy had a pocket depths reduction of 1.4 mm and a significant reduction in bleeding and plaque index on periodontal patients. (Study can be found here: <https://pharmaden.net/wp-content/uploads/2016/02/pharmaden-research.pdf>.) You CANNOT state that any Pharmaden products reduce inflammation. However, you can state: Research shows that individual ingredients contained in Pharmaden nutraceuticals have shown a significant reduction in inflammation. Just keep in mind that Pharmaden products are supplements, not medication.
15. You are responsible for all Content posted and activity that occurs under your account.
16. **All marketing material needs approval from Pharmaden LLC employees: Dr. Ron Schefdore or Allison Spaw. Email info@pharmaden.net or call 800-910-5523.**

Once you have signed up for the Affiliate Program, you will be assigned a unique Referral Code. You are permitted to place links, banners, or other graphics we provide with your Referral Code on your site, in your emails, or in other communications. We may change the design of the artwork at any time without notice. This Referral Code is solely used to assist in tracking referrals.

You will earn referral fees with respect to sign-ups on a Pharmaden LLC product site when using your unique Referral Code. We will not be liable to you with respect to any failure by you or someone you refer to use your unique Referral Code or incorrectly type your Referral Code, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

Referral fees/commissions and payment

For a Product sale to be eligible to earn a referral fee, the customer must use your unique Referral Code. All future sales to the customer will be tracked to provide further commissions to Affiliate.

There is one type of referral fee that can be earned: Purchase Commission. For retail purchases, you will receive 15% of a sale off that uses your Referral Code, after shipping and handling charges have been removed. Commissions are only earned if a customer makes a payment. You will start at 10% of a sale off of your Referral Code to a registered doctor (doctor must be registered on Pharmaden LLC's website), after shipping and handling charges have been removed. Commissions are only earned if a customer makes a payment and does not make a return.

Purchase commissions are earned and paid to you around the 25th of each month.

The commission structure is subject to change at our discretion. We will notify all Affiliates 30 days prior to a commission structure change. Commissions earned under the previous structure will be paid under the previous structure. Commissions under the new structure will be paid under the new structure.

We will not pay commissions if someone using Affiliate's Referral Code has previously purchased from Pharmaden LLC.

We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

Payments

Commissions are paid by check or e-check, unless another method is mutually agreed upon by both parties.

Identifying yourself as a Pharmaden LLC Affiliate

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our products, say you are a medical professional if you are not, give out medical advice, state that Pharmaden LLC products will cure, treat, or prevent disease, say you are part of Pharmaden LLC or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse, or contribute money to any charity or other cause). You must always state that Pharmaden LLC products

do not cure, treat, or prevent disease and to always see a physician before taking any supplement.

You may not purchase products through your Referral Code for your own use. Such purchases may result (in our sole discretion) in the withholding of referral fees and/or the termination of this Agreement.

Payment schedule

You will be paid around the 25th of each month.

Customer definition

Customers who buy products through this Program will be deemed to be our customers. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you have listed on your site, you should not display product prices on your site. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

Your responsibilities

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

- The technical operation of your site and all related equipment
- Ensuring the display of Referral Code on your site does not violate any agreement between you and any third party (including without limitation any restrictions or requirements placed on you by a third party that hosts your site)
- The accuracy, truth, and appropriateness of materials posted on your site (including, among other things, all Product-related materials and any information you include within or associate with Referral Code)
- Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)

- Ensuring that materials posted on your site are not libelous or otherwise illegal
- Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

Term of the Agreement and Program

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or Pharmaden LLC may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to any Product Site, and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. Pharmaden LLC reserves the right to end the Program at any time. Upon program termination, Pharmaden LLC will pay any outstanding earnings. You will no longer receive any payments once termination is complete. Termination means forfeiting any future sales from your Referral Code. While you are an active Affiliate you will receive commission off future sales made by that customer for 365 days. Once termination takes place, Pharmaden LLC will no longer provide any payments on future sales to Affiliate even from past Affiliate customers.

Termination

Pharmaden LLC, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other Pharmaden service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all potential or to-be-paid commissions in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. Pharmaden LLC reserves the right to refuse service to anyone for any reason at any time.

Relationship of Parties

You and Pharmaden LLC are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

Limitations of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, no infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the Product Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON

TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Fort Myers Beach, FL USA, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Florida (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Florida USA, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

The failure of Pharmaden LLC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Pharmaden LLC and govern your use of the Service, superseding any prior agreements between you and Pharmaden LLC (including, but not limited to, any prior versions of the Terms of Service).

Signature of Affiliate

Date

Signature of Pharmaden President,
Dr. Ron Schefdore

Date