

# Fermented Green Papaya Enzyme Affiliate Practitioner Program Terms and Conditions

THIS IS A LEGAL AGREEMENT BETWEEN \_\_\_\_\_ AND TONEKO LIMITED (No. 10832444) BY SIGNING THIS AGREEMENT YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

## 1. DEFINITIONS

- 1.1 "Agreement" refers this Agreement/ Fermented Green Papaya Enzyme Affiliate Practitioner Program Terms and Conditions.
- 1.2 "you," "your," and "yours" refer to the affiliate \_\_\_\_\_.
- 1.3 "we," "us," and "our" refer to TONEKO Ltd
- 1.4 "Commission" refers to the payment to Affiliates by TONEKO Ltd, in compensation for Sales or Referrals of Customers to Merchants.
- 1.5 "Customer" refers the person or party transacting with TONEKO Ltd in such a way as to benefit TONEKO Ltd.'s business.
- 1.6 "Sales" refers to a sale of goods, products or services excluding VAT by TONEKO Ltd to a Customer.
- 1.7 "the program" refers to the Fermented Green Papaya Enzyme Affiliate Practitioner Program.
- 1.8 "discount code" refers to a unique code that TONEKO Ltd provides to you.
- 1.9 "website" refers to [fermentedgreenpapayaenzyme.com](https://fermentedgreenpapayaenzyme.com)
- 1.10 "content" and "contents" refer to articles, text message, photograph, video which promote our product.
- 1.11 "site" refers where you promote our product.

## 2. Commission

As a Fermented Green Papaya Enzyme Affiliate you shall be compensated to a maximum of 20% of total sale when a customer uses your discount code to make a purchase on our website. Commission is subject to change at any time. Commission is inclusive of any local tax and VAT. TONEKO Ltd is not responsible for any tax or VAT in your country.

## 3. Cancellation of our products

- 3.1 When customers cancel your sale, you do not get a commission for the sale.
- 3.2 When customers return products and we refund, you do not get a commission for the sale.

## 4. Promotional Codes

- 4.1 You ask us to create a discount code for you. The discount code must be created and approved by us. The percentage of the discount is subject to change at any time. The discount code is only for your clients, patients and customers.
- 4.2 You are restricted from using our discount codes on coupon-based websites such as [GROUPON.COM](https://www.groupon.com), [RETAILMENOT.COM](https://www.retailmenot.com), [COUPONTRADE.COM](https://www.coupontrade.com) or any other similar functioning site. We reserve the right to change or delete a promotional code with or without notice when your code is misused in this manner. This may result in termination of this agreement.

## 5. Promotional Product

- 5.1 We offer 40% discount on your order (up to 10 boxes a month) as your personal use/ trial. It is not an obligation to buy our product. We do not refund on promotional products.
- 5.2 You cannot resale our product to anyone.

## 6. Places you promote our products

You must inform us by email where you intend to advertise our product online before you advertise. If we find your advertisement for our product anywhere that we are not aware of, we shall consider the immediate termination of this agreement. If you use Instagram to advertise our product, you must follow our accounts, [@bionormalizeruk](https://www.instagram.com/bionormalizeruk) before you start advertising our product.

## 7. Acceptance for your contents

You must send us any contents you have created for our product to seek our acceptance. We respect your style and effort of contents. However, if your contents do not meet Health Claim or our standard we ask you to revise your contents. You are not allowed to publish any contents for our product until we accept the contents.

If you publish your contents before our acceptance, we will not pay your commission. This may result in termination of this agreement. Once we have accepted your contents, you do not need to seek our acceptance as long as your contents remain the same. If you wish to change your contents we have accepted before, you need to seek our acceptance again.

## 8. Nutrition and Health Claim

All your contents wherever you promote our product must comply with Nutrition and Health Claims. This includes your sales talk and any conversation about our products with your clients, patients and customers. If you infringe Nutrition and Health Claim, we will immediately terminate this contract with you and you must delete the contents immediately. If we receive any penalties, compensations, any damages caused by your contents, you own all the liabilities. We reserve the rights to seek legal action against you if you infringe Nutrition and Health Claim.

## 9. Usage of our contents

You may wish to use graphics and texts that we have created. You need our permission to use them for your contents.

## 10. Landing page

You have access to our product landing pages.

## 11. Prohibition

11.1 You will not use SPAM emailing, or other email practices which result in complaints from potential customers.

11.2 The term of "Bio Normalizer" cannot be used on your contents in any cases.

11.3 You can be immediately revoked for the following reasons regarding inappropriate/unsuitable content:

- (1) False advertisements concerning us
- (2) Spamming using your affiliate link - Using copyrighted materials on your site
- (3) Harassment, discrimination or intimidation of others on your site
- (4) Content deemed to be graphic or explicit by us

11.4 "FermentedGreenPapayaEnzyme" and "BioNormalizer" cannot be used as a part of your website domain, blog, Facebook account, YouTube channel, Twitter user name, Instagram handle, or any URL associated with your account.

## 12. Copyright and Trademark Infringement

We reserve the rights to seek legal action against you that infringe our copyrights and registered trademarks, or that replicate our product designs under a different brand.

## 13. False Statements

You may not make any misleading or false statements in your campaigns. To avoid conflicts and to protect the integrity of our brand, we reserve the right to suspend any affiliates activities and thus their commissions for phrases that we determine to be untrue or inflammatory claims of our products, services or websites.

## 14. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in any part of this Agreement. If any modification is unacceptable to you, your only option is to terminate the program. Your continued participation in the program following the posting of the change notice or new Agreement on our side will indicate your agreement to the changes.

## 15. Payment

All the commission will be paid in GBP Sterling. All invoices must be settled in full in GBP Sterling on the basis of the information you have given by us and for the avoidance of doubt you are solely responsible for currency conversion, other fees and charges may occur as a result of transferring money into your account.

For payment within the UK,

- (1) We inform how much sales you have generated in the previous period on the last week of every month. The last week may not have 7 days.
- (2) You raise your invoice based on the information you have been given by us.
- (3) We pay your commission by Bank Transfer. There is no limit for payment.

For overseas payment, your commission will only be paid for amounts greater than £50. If the balance is less than £50, your payment will be processed the following payment period, or once the amount is greater than £50.

- (1) We inform how much sales you have generated in the previous period on the last week of every month. The last week on the month may not have 7 days.
- (2) Only if your commission is greater than £50, then you raise an invoice based on the information you have been given by us.
- (3) We pay your commission by Bank Transfer.

## 16. Representations and Warranties

You represent and warrant that:

16.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

16.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this agreement, without the approval or consent of any other party;

16.3. You have sufficient right, title, and interest in and to the rights granted to us in this agreement.

## 17. Limitations of Liability

In no event shall TONEKO Ltd be liable for any loss of profits, use, business, data or information, or for any incidental, indirect, special, consequential or exemplary damages whatsoever, including but not limited to damages resulting from loss of anticipated savings or lost data, even if we have been advised, knew or should have known of the possibility thereof, or for any incidental, indirect, special, consequential or exemplary damages resulting from any and all claims by any third parties. The aggregate liability of TONEKO Ltd hereunder whether in contract or in tort shall in no event exceed the commission paid to you. This limitation shall not apply to liability in respect of death or personal injury caused by negligence or any liability that by law cannot be restricted.

## 18. Indemnification

You hereby agree to indemnify and hold harmless TONEKO Ltd, and its subsidiaries and other affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) incurred through breach of this Agreement by you.

## 19. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

## 20. Termination

20.1 The program will be immediately cancelled if any aspect of this agreement is breached. It can be cancelled with no warning in cases of suspected fraudulent activity. If the program is revoked, you cannot re-join the program in the future.

20.2 If you wish to terminate this agreement with us, you notify us by email.

20.3 Once either you or we have terminated this agreement, we do not pay any commission including commissions on hold.

20.4 Once this agreement is terminated, your discount code will be ended.

20.5 If you do not respond to us for over 4 weeks, we terminate this Agreement. Your discount code will be ended. We do not pay any commission including commission on hold.

## 21. Miscellaneous

21.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and TONEKO Ltd. We do not have any responsibility for any tax or national insurance liabilities that may be charged by HM Revenue and Customs on us.

21.2 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 any other of your site or otherwise, that reasonably would contradict anything in this section.

21.3. Neither party may assign its rights or obligations under this agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

21.4. This agreement shall be governed by and interpreted in accordance with the laws of the United Kingdom without regard to the conflicts of laws and principles thereof.

21.5. This agreement represents the entire agreement between TONEKO Ltd and you, and shall supersede all prior agreements and communications of the parties, oral or written.

21.6. The headings and titles contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of this agreement.

21.7. If any provision of this agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

You/ Affiliate –

\_\_\_\_\_ (please print name)

\_\_\_\_\_ (please print name of your business)

\_\_\_\_\_ (please provide registered address)

\_\_\_\_\_

\_\_\_\_\_ (phone number and email address)

\_\_\_\_\_ ( signature )

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

TONEKO Ltd Representative –

\_\_\_\_\_ ( please print name )

\_\_\_\_\_ ( please provide address)

\_\_\_\_\_ (signature)

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_