

BODYHEALTH.COM AFFILIATE MEMBER TERMS & CONDITIONS

These Terms and Conditions pertain to the individual and/or affiliate and/or company's usage and participation in the Bodyhealth.com Affiliate Program. BY signing these Terms and Conditions, you agree to the following:

1. **JOINING THE PROGRAM.** By signing the Affiliate Member Terms and Conditions form and receiving approval by the Affiliate Manager, you will immediately become a BodyHealth.com Affiliate. Your participation in the program is solely for this purpose: to legally advertise the BodyHealth.com site and products and receive a commission on sales generated by the link on your site or the use of your promo code.

2. **AFFILIATE COMMISSIONS.** You will be paid commissions for every BodyHealth.com product purchased by your customers on our website. Your commission will be 20% of your customer's final purchase of any of the BodyHealth.com products less any shipping and handling fees.

Commissions are paid and mailed weekly. There are no minimum qualifying amounts that must be reached before a commission check is mailed to you.

If any products are refunded, BodyHealth.com reserves the right to deduct the appropriate commissions from the Affiliate's account.

Only orders that come through the Affiliate link provided by BodyHealth.com, or the Affiliate's name is selected from the dropdown list on the BodyHealth.com shopping cart, will be credited to the Affiliates account for commission payment.

The affiliate program applies to all people except for licensed health care practitioners. Licensed healthcare practitioners interested in carrying BodyHealth.com products should visit:

https://bodyhealth.formstack.com/forms/practitioner_application to sign up as a practitioner and participate in our practitioner program.

Commissions are not paid on orders placed by the Affiliate him/or herself, nor to any immediate family members (spouse, children, etc.).

Commissions can only be paid for orders placed once an Affiliate has submitted the signed Terms and Conditions and submitted a completed W9 tax form to Bodyhealth.com.

3. **SHIPPING & CUSTOMER SERVICE.** BodyHealth.com will do the shipping and handling of the Affiliate's customer's orders (shipping costs will be paid by the customer). BodyHealth.com will also provide any customer service that is needed once the sale has been completed including e-mailing shipment tracking information. This includes answering customer service questions, cancellations, and any other related customer services duties. BodyHealth.com will take the responsibility to insure that your customer receives their products in a timely manner.

4. **RETURNS.** All sales on any BodyHealth.com supplements are final. BodyHealth.com does not accept returns on any supplements. Please see shipping policy for details: <http://bodyhealth.com/pages/return-policy>.

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5. LINKING TO BODYHEALTH.com. You may use graphic and text links both on your website and in emails that BodyHealth.com provides to you. The BodyHealth.com Affiliate Manager MUST give prior approval to any graphic or text links the Affiliate may create and wish to use. BodyHealth.com copy, logos, graphics, audio clips, videos, ads, print, web-based materials, email advertisements, etc. are copyrighted and may not be changed or added to without written consent.

6. TRADEMARK/NAME. Affiliate understands and acknowledges that BodyHealth.com products are trademarked and registered marked and that they are the property of BodyHealth.com.

7. PRODUCT CLAIMS. BodyHealth.com makes no health claims, express or implied, nor is BodyHealth.com or its products intended for use in diagnosing, treating, curing, mitigating or preventing any disease, and Affiliate enters this Agreement with the understanding that BodyHealth.com dietary supplement products are not offered and will not be sold for such purposes.

Affiliate therefore agrees not to make any health claims for BodyHealth.com products.

Affiliate shall take no actions that are a violation of Federal or State law, including but not limited to requirements imposed by the U.S. Food and Drug Administration or the U.S. Federal Trade Commission.

8. REVOCATION OF AFFILIATE STATUS. Your affiliate application and status in the program may be suspended or terminated for any of the following reasons: Inappropriate advertisements (false claims, misleading hyperlinks), spamming (mass email, mass newsgroup posting, etc. in violation of CAM SPAM ACT of 2003 – Public Law No. 108-187, Federal Trade Commission regulations and guidelines implementing the FTC Act and all other federal and state consumer protection laws, regulations and guidelines), advertising on sites containing/promoting illegal activities, violation of intellectual property rights (copying BodyHealth.com material) or violation of any of these terms and conditions.

Your participating website(s) may NOT contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information, or could otherwise be considered malware, or spyware. You may NOT engage in “domain recovery” or “domain redirection” strategies where misspelled versions of BodyHealth.com or derivatives are used to capture indirectly typed-in search queries that result in traffic routed through qualifying links or compose your website in an illegal manner designed to pull Internet traffic away from the BodyHealth.com website.

9. TERMS OF THE AGREEMENT. These terms will begin upon your signup with the Affiliate program and will end when either you or BodyHealth.com terminates your Affiliate status in writing. BodyHealth.com may modify the terms of this agreement at any time for prospective operation. If any modification is unacceptable to you, your only choice is to terminate your Affiliate status. Your continuing participation in the program will constitute your acceptance of any change. Upon termination of this

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BodyHealth.com Affiliate Agreement, for any reason, you shall immediately cease using all BodyHealth.com links, displaying or otherwise maintaining any interest in the BodyHealth.com content.

10. INDEMNITY. Affiliate agrees to defend, save, indemnify, and hold harmless BodyHealth.com and its subsidiaries and affiliates, and their directors, officers, employees, partners, and other owners from and against each and every claim, demand, liability, damage, loss, expense, lawsuit, or cause of action, and all loss or exposure by reason of liability imposed on BodyHealth.com for claims, damages, losses, and expenses, including but not limited to attorneys' fees and expenses incurred in defense of BodyHealth.com, arising out of, or in any way incidental to the purchase or end use of BodyHealth.com dietary supplement products purchased from Affiliate or its customers.

11. LIMITATION OF LIABILITY. BodyHealth.com is not liable to Affiliate for any consequences, whether foreseeable or unforeseeable, for incidental, consequential or compensatory damages due to interruptions or discontinuation of BodyHealth.com supply of BodyHealth.com dietary supplement products to Affiliate for any reason. Bodyhealth.com offers no warranty to Affiliate or end users of the product that it will offer any benefit.

12. TERMINATION. BodyHealth.com reserves the right to terminate this Agreement without cause and without notice. If this program were discontinued, any earned commissions in Affiliate account would be paid in their last weekly payment.

13. INDEPENDENT CONTRACTOR. Affiliate agrees that he/she is an independent contractor, and nothing in this Agreement creates any partnership, joint venture, franchise, or employment relationship between Affiliate and BodyHealth.com. The Affiliate is responsible for reporting their earned income and paying their taxes per law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to the conflicts of laws and principles thereof.

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Please sign and fax, scan and email or mail to:

Fax: 727 441 4755 (attn: Affiliate Manager)

Email: affiliatemanager@bodyhealth.com

Mail: c/o BodyHealth.com Affiliates, 707 Cleveland Street, Clearwater, Florida 33755

By signing below, I confirm that I have read these Terms and Conditions, understand the contents, and agree to be bound by the Terms and Conditions as described, and wish to participate in the Affiliate Program.

I also acknowledge that I will not make ANY health or drug claims about any BodyHealth.com product and that I understand these statements have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure or prevent any illness.

Agreement may be signed in counterparts.

APPLICANT INFORMATION

Full Name (please print)

Phone

Billing Address

Email

City

State

Zip

Applicant Signature

Date

We look forward to working with you!

BodyHealth.com Inc. | 707 Cleveland Street | Clearwater, Florida 33755 | FAX 727 441 4755

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