



# Terms & Conditions

## H2=E Affiliate Referral Program

This Affiliate Program Agreement ("Agreement") is entered into by and between H2Epod ("we," "us," or "our"), a company based in the United Kingdom, and you, the individual or entity ("Affiliate," "you," or "your") participating in our affiliate program.

By participating in our affiliate program, you agree to be bound by the terms and conditions outlined below.

### 1. Purpose of the Agreement

The purpose of this Agreement is to establish the terms under which Affiliates will promote H2Epod's products and receive compensation for successful referrals resulting in sales through their unique affiliate code.

### 2. Business Details

- Business Name: H2=E
- Website: [www.hydrogentherapyh2e.com](http://www.hydrogentherapyh2e.com)
- Contact Number: 07739171014
- Address: Flat 4, The Old Rectory, Forde Park, Newton Abbot, Devon, TQ12 1DD
- Nature of Business: H2Epod is a seller of hydrogen / oxygen inhalation machines United Kingdom.

### 3. Term and Termination

#### 3.1 Term:

This Agreement begins on the date you are approved to participate in our affiliate program and continues until terminated by either party.

#### 3.2 Termination:

Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.



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### 3.3 Upon Termination:

you must immediately cease promoting our products and remove any affiliate links, banners or promotional material from your platforms. You will be entitled to commissions for qualifying sales made prior to the termination date.

## 4. Compensation

We will send you a separate pdf showing you the commission and discount codes

### 4.3 Payment Terms:

- Payments will be made at the end of the calendar month following the month of the sale to allow for any returns or refunds.
- No commission will be paid for returned or refunded purchases within this time frame.
- If a product is returned after a commission has been paid, the Affiliate will not be required to return the commission.

### 4.4 Payment Method:

Payments will be made via bank transfer

## 5. Affiliate Responsibilities

- Promote the Company's products in accordance with the guidelines provided by the Company.
- Use only approved marketing materials provided or authorized by the Company.
- Avoid making unauthorized claims or guarantees about the Company's products.
- Avoid making health claims about the Company's products
- Clearly disclose their affiliate relationship in all promotions in compliance with applicable advertising and consumer protection laws.



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### 6. Customer Relationship

Once a sale is completed, the purchaser becomes a customer of H2E. The Affiliate acknowledges and agrees that:

- All communications, inquiries or issues regarding the purchased product, including but not limited to maintenance, returns, repairs or customer support, must be handled directly between the customer and H2E.
- Affiliates are not authorized to act on behalf of H2E or provide support, advice or guidance on product-related matters to purchasers.
- If the affiliate is contacted by the purchaser with any product related questions or concerns, they should be instructed to make direct contact with H2E

### 7. Tax and Legal Obligations

7.1. The Affiliate is responsible for reporting and paying any applicable taxes on earnings received under this Agreement.

7.2. The Affiliate acknowledges they are an independent contractor and not an employee, partner, or agent of the Company.

### 8. Dispute Resolution

8.1 Informal Resolution: In the event of any disputes arising from this Agreement, the parties agree to first attempt to resolve the matter informally through good faith discussions.

8.2 Governing Law: This Agreement is governed by and construed in accordance with the laws of England and Wales. Any unresolved disputes will be subject to the exclusive jurisdiction of the courts of England and Wales



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### 9. Limitations of Liability

- H2Epod is not responsible for any indirect, incidental, or consequential damages, including loss of income, resulting from participation in the affiliate program.
- Our total liability under this Agreement will not exceed the total commissions paid to you in the preceding 12 months.

### 10. Confidentiality

You agree to keep any non-public information shared by H2Epod confidential and not to disclose it to any third party without our prior written consent, except as required by law.

### 11. Intellectual Property

All trademarks, logos, and promotional materials provided to you remain the property of H2Epod. You are granted a limited, non-exclusive, revocable license to use these materials for the sole purpose of promoting H2Epod's products under this Agreement.

### 12. Amendments

H2Epod reserves the right to modify the terms and conditions of this Agreement at any time. Affiliates will be notified of any changes via email or through our affiliate platform. Continued participation in the program after such changes constitutes your acceptance of the new terms.

### 13. Entire Agreement

This Agreement constitutes the entire understanding between you and H2Epod concerning the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral.

By participating in the affiliate program, you acknowledge that you have read, understood, and agree to the terms and conditions set forth in this Agreement.