

Affiliate Terms & Representation Agreement

This Agreement of Terms and Representation is between You the "Affiliate" and Perpetual Growth Centre Inc ("PGC"), a BIOPS Group Inc company. This agreement comes into effect upon registering as an "Affiliate" through the Affiliate Program.

Terms

REGISTRATION.

You will be required to register for an account in order to use certain PGC Services. When You provide information during the registration process, you agree to provide only true, accurate, current and complete information and to update it as necessary to maintain its truth and accuracy. YOU REPRESENT AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT. PGC may accept or reject applications at its sole discretion for any or no reason.

If you register for a PGC account, you agree to accept responsibility for all activities that occur under your account or password, if any, and you agree, you will not sell, transfer or assign your subscription or any subscriber rights. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer (or other Internet access device, as applicable) so that others may not access the password protected portion of the PGC Services using your account information in whole or in part. PGC reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and without liability.

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY US IN OUR SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of the Agreement available on or through this Affiliate site.

PROMOTING PRODUCTS.

If You promote, market or otherwise advertise ("Promote" or a "Promotion") any product which is registered for sale via PGC Affiliate Program, either by you or by another PGC client (each a "Product"), whether via the PGC Services or via any other online or offline channel or medium, including for the purpose of earning a percentage of the sale price of any product sold as a result of such promotion ("Commissions"), You agree, acknowledge, represent and warrant that:

1. When you promote a product, you will use the applicable vendor's trademarks, logos, trade names or service marks in accordance with such vendor's trademark guidelines, which will either be supplied by PGC or set forth in the vendor promotional messaging guidelines, if applicable. For purposes of this Agreement, "Vendor" is defined as any person or entity that submits one or more products for sale via the PGC Affiliate Program.
2. You will not make any unlicensed or unauthorized use of, or otherwise infringe, violate or misappropriate any patent, copyright, trademark, trade secret, right of privacy, right of publicity or other intellectual property or other proprietary right (collectively "IP Rights") of any entity or individual.
3. You will abide by PGC's Return and Cancellation Policy and You will establish your return policy as set forth in this agreement.

4. Updating Links. If Links to Advertiser are not dynamically updated through the Network Service, upon notification you are obligated to update advertising Links in order to earn Payouts.
5. Prohibited Uses of Links. You may not place promotional links to the offerings of PGC in third party newsgroups, message boards, blogs, unsolicited email and other types of spam, link farms, counters, chatrooms, or guestbooks. Affiliates using IRC channels, instant messages or similar Internet resources may not use unless authorized by PGC as it may be deemed as spamming.
6. Use of Links. You represent and warrant that all promotional means used by you will not contain objectionable content (including but not limited to content that is misleading, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities), and that You will not mislead others. You agree to:
 - a. Use ethical and legal business practices,
 - b. Comply with the Advertisers' Program terms that PGC uses from time to time and this Agreement,
 - c. Maintain a privacy policy on your web site and for any non-web site based promotional method made available to visitors, and
 - d. Designate your publisher account as "special" if you promote an advertiser(s)/PGC by any means other than displaying a link to the advertiser on your web site. PGC must approve all of your promotional activities and may deem your promotional activities inappropriate and a material breach of this Agreement in PGC's sole discretion. Our network quality department reviews publisher conducts and any suspected fraudulent, abusive or otherwise illegal content or activity by you through your promotional methods, or that is perpetrated through use of the network service, is grounds for immediate termination of this Agreement or deactivation of your account.
7. Non-Bona Fide Transactions. You must promote PGC offerings such that you do not mislead the visitor, and such that the links deliver bona fide transactions by the visitor to advertiser from the Link. You shall not cause any transactions to be made that are not in good faith, including, but not limited to, using any device, program, robot, Iframes, or hidden frames. You may or may not be compensated for transactions where you or your agent are the visitor. multiple leads from the same individual, entity or IP address may be considered non-bona fide transactions. You shall not earn payouts for non-bona fide transactions.
8. You represent and warrant that you will not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with the CAN SPAM Act of 2003 (Public Law 108-187 or any successor legislation), and/or any other laws and/ or regulations that govern email marketing and/or communications. You represent and warrant that You will not engage in pop-up or pop-under advertising using any means involving third party properties and/or services (software). Pop up/under are acceptable on a first party basis only when triggered by your site content /site visit or by downloadable software applications for which you are the owner/operator. Software may not be used to force clicks, perform redirects without an affirmative click by a user, or pop over pay-per-click listings or natural search results. Software-based activity must honor the PGC software publishers' policy requirements (as such requirements may be modified from time to time), including but not limited to:
 - a. installation requirements,
 - b. end-user agreement requirements,
 - c. afsrc=1 requirements,

- d. requirements prohibiting usurpation of a Transaction that might otherwise result in a Payout to another Publisher (e.g., by purposefully detecting and forcing a subsequent click-through on a link of the same Advertiser) and
- e. non-interference with competing advertiser/ publisher referrals.

If Affiliate sends emails to Canadian or European Union email addresses or email addresses corresponding to Canadian or European Union users, Affiliate shall comply with all applicable international, federal, state and local laws, rules, and regulations including but not limited to Canada's Anti-Spam Legislation and the General Data Protection Regulation 2016/679. It is solely Affiliate's obligation to ensure that all emails comply with all applicable laws, rules, and regulations, and this Agreement. Affiliate shall not send or use text messages or telephone calls, SMS, MMS messages (including any telephone calls using pre-recorded voice or sending "ringless voicemails") to conduct services hereunder. Shall maintain an internal "Do Not Call" list of consumers who have requested not to receive telephone solicitations from or on behalf of Affiliate Partner and shall not make any outbound calls or send outbound text messages to any telephone numbers or consumers listed on a "Do Not Call" list.

AGREEMENT TERMINATION

PGC may, in its sole and absolute discretion, terminate or change the Affiliate Program, revoke Affiliate's access to the Affiliate Program, for any or no reason, with or without notice. Affiliate may terminate this Agreement upon thirty (30) days' written notice to PGC. In the event of termination of this Agreement, Affiliate shall immediately cease use of all PGC services and return all Confidential Information to PGC, and no further compensation shall be owed to Affiliate. Notwithstanding anything herein to the contrary, PGC may immediately terminate this Agreement without further compensation to Affiliate at any time if PGC determines, in its sole discretion, that Affiliate has breached this Agreement, engaged in fraud, or violate any applicable state, federal, or local law, rule, or regulation. Upon termination, Affiliate shall immediately cease engaging in the Promotions (as defined herein).

If Affiliate violates this Agreement, or if PGC suspects that Affiliate has violated the Agreement, it shall forfeit any unpaid Commissions or other payments otherwise due by PGC. Failure to comply with this Agreement or suspected non-compliance may result in Commission withholdings, possible legal action, and any other rights or remedies available to PGC pursuant to this Agreement or otherwise. In addition to any other rights and remedies available to PGC under this Agreement, or law or equity, PGC reserves the right to withhold any unpaid Commissions, charge back paid Commissions to Affiliate's account, and deduct Commissions paid to Affiliate against future payments if

- (i) PGC suspects or determines in its sole discretion that Affiliate has breached this Agreement or any applicable law, rule, or regulation;
- (ii) PGC receives any complaints about Affiliate, which PGC reasonably believes to indicate Affiliate's breach of this Agreement; or
- (iii) PGC determines in its sole discretion that Commissions were associated with a breach of this Agreement or applicable law, rule, or regulation. The foregoing shall be used to offset any losses and liabilities to PGC associated with Affiliate's breach, including PGC's attorneys' fees and costs. Thus, such Commissions may be withheld, deducted, or charged back without regard to whether such Commissions were earned as a result of such breach.

If any breach of this Agreement occurs and PGC determines that the breach has been cured, PGC may return some or all of such amounts as it deems appropriate in its sole discretion.

INDEMNIFICATION

Affiliate shall indemnify, defend, and hold harmless PGC and its subsidiaries, affiliates, partners, and licensors, directors, officers, employees, shareholders, managers, successors, owners, related companies, agents, and assigns against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) (collectively "Claims") based on, related to, or resulting from any act or omission by Affiliate, including but not limited to:

- (i) any breach or violations of this Agreement or any law, rule or regulation, by Affiliate, Third Party Affiliate, or any other third party, including any representation, warranty, covenant, restriction, or obligation made by Affiliate, Vendor, or third party herein, or any Promotion-or Product-specific terms;
- (ii) any misuse by Affiliate or a party under the reasonable control of Affiliate or obtaining access through Affiliate, of the Promotions, Products, or PGC's Confidential Information;
- (iii) the Promotion or Product;
- (iv) improper operation of a Promotion by Affiliate;
- (v) the negligence or willful misconduct of Affiliate, Third Party Affiliate, or party within the reasonable control of Affiliate;
- (vi) a violation of any laws, rules, or regulations in the performance of Affiliate's obligations under this Agreement;
- (vii) any claim relating to the violation or infringement of the intellectual property rights of any third party;
- (viii) fraud, and
- (ix) bodily injury or harm (including death) caused by the actions or omissions of Affiliate.

This indemnity is specifically intended to operate and apply even if it is alleged or proven that all or some of the damages sought were caused as a whole or in part by any act, omission, negligence, gross negligence, breach of contract, intentional conduct, violation of statute or common law, breach of warranty, product defect, strict liability, or any other conduct whatsoever of PGC.

If any Claim is or shall be brought against PGC, in respect to any allegation for which indemnity may be sought from Affiliate, PGC shall notify Affiliate of any such Claim of which it becomes aware and shall:

- (a) provide reasonable cooperation at Affiliate's expense in connection with the defense or settlement of any such claim; and
- (b) be entitled to participate, including in the selection of legal counsel, in the defense of any such Claim. Notwithstanding anything in this Agreement to the contrary, PGC may select legal counsel to represent it in any matter for which Affiliate is obligated to indemnify PGC, and Affiliate shall pay all such counsel's billed fees and costs. Affiliate shall not agree to any judgment or enter into any settlement that adversely affects PGC's rights or interests without the prior written consent of PGC.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

The affiliate program, sales platform, products, and services provided in connection therewith, are provided "as is" and "as available." Except as expressly set forth herein, PGC expressly disclaims all warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing, usage, or trade. PGC does not warrant that the products, promotions, sales platform, or any other services provided by PGC will meet affiliate's specific requirements, are accurate,

complete, or current, or that their operation will be errorfree or uninterrupted. Without limiting the foregoing, PGC does not guarantee that affiliate or vendor will earn any specific amount of money, and PGC expressly disclaims benefit that affiliate might obtain from the affiliate program, sales platform, products, and any other services provided by PGC.

In no event shall PGC be liable for any unavailability or inoperability of the sales platform, promotions, products, technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind. In the event that PGC provides services or input related to affiliate's website, web pages, technical systems, advertising, marketing, or any other aspect of affiliate's operations, affiliate expressly acknowledges and agrees that PGC shall not be liable for any related or resulting damages or causes of action arising thereunder. to the fullest extent permitted by applicable law, in no event shall PGC be liable for any indirect, incidental, consequential, personal injury/wrongful death, special, punitive, or exemplary damages (including, without limitation, for breach of contract, warranty, negligence or strict liability), or for loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not PGC has been advised of the possibility thereof. PGC's cumulative liability to affiliate, from all causes of action and all theories of liability, shall be limited to and shall not exceed the amounts paid to affiliate by PGC to affiliate during the six (6) months immediately prior to such claim. Affiliate expressly acknowledges and agrees that PGC shall not be responsible for any advertising claims made about products promoted on the PGC website, or any damages arising out of use of the products.

Neither you nor PGC shall be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, the non-performing party.

Affiliate Commissions and Payouts

Affiliates may advertise a product and thus promote sales of such product (engage in "Promotions") as part of the Affiliate Program. For such activities, the Affiliate will receive a referral fee / commissions that is inclusive of taxes from PGC that is specified for the promoted product on the sales platform.

Payout Period. The Affiliate must accumulate a minimum of \$100 each month or in accumulation before a payout can be considered at the end of the current month. Our payouts are processed on a monthly basis of all accumulated sales orders for the month and paid for by the buyer in complete without the request of refund.

Payment Method. All payments will be made directly to the Affiliate via PayPal or any other payment gateway we choose to support. Affiliate must have an active PayPal account to use our service and you must abide by and adhere to their respective terms, conditions and policies (PayPal terms), in order to use our site.

Returns and Refund Policy

PGC, in its sole and absolute discretion, will allow for a refund of the Retail Price of any offering (Digital Good, Physical Product or Service) purchased using the Platform within 30 days from the Buyer's date of purchase for any of the following reasons:

- a) If the Affiliate misrepresented in any way the offering

- b) In order for PGC to comply with applicable industry or other contractual requirements (i.e., credit card industry, ACH, PayPal), applicable laws and regulations, and or requests from law enforcement or judiciary bodies; or
- c) For any reason PGC deems appropriate to protect its reputation.

The full value of the refund will be debited against your Balance. Due to the nature of Digital Goods, when a Buyer requests a refund for a Digital Good, the Buyer may retain a copy of the Digital Good and, in many cases, will already have received a benefit from the Digital Good prior to issuance of the refund. In such cases, PGC, in its sole and absolute discretion, may issue a refund for less than the full Retail Price of such Digital Good.

It is the Buyer's sole responsibility to appropriately handle, remove or destroy any Digital Good or Physical Product that may cause Buyer to:

- (i) incur additional liability, including, but not limited to, criminal and/or civil liability; or
- (ii) experience additional adverse effects, including, but not limited to, potential privacy, security, or technical vulnerabilities

Taxes

The purpose of this section is to highlight some of the more important taxation issues that you will need to consider if you are using our platform. You agree to be solely responsible and liable for the proper administration, imposition, collection, reporting, and remitting of all applicable taxes. We emphasise that this information is not intended and should not be used as legal advice. If you are unsure as to your tax responsibilities then you should seek advice from experts on this subject. Direct Taxation; It is your personal responsibility to disclose your earnings to your relevant tax authority and you must ensure that you are paying the correct amount of tax. This is particularly relevant for users who are operating as a business.

Entire Agreement

This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter.

For questions, concerns or other issues, please contact our Affiliate team at:

Phone: 1-888-300-0364

Email: affiliate@biopsgroup.com

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