



# LIQUIVIDA AVENTURA

## Affiliate and Tier 3 Brand Ambassador Agreement

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This Affiliate and Tier 3 Brand Ambassador Agreement ("this Agreement") is between **Liquivida Aventura** and the undersigned individual or entity ("the Affiliate").

This Agreement becomes effective only when both of the following occur:

1. The Affiliate submits this Agreement to Liquivida Aventura.
2. Liquivida Aventura approves enrollment and activates the Affiliate Code in Liquivida Aventura's system.

No commissions, benefits, Clinic Credit, or Tier status are owed unless and until Liquivida Aventura confirms activation.

Liquivida Aventura and the Affiliate may be referred to individually as a "Party" and collectively as the "Parties."

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### 1. Purpose

The purpose of this Agreement is to set the terms for participation in the Liquivida Aventura referral affiliate program, including program enrollment, referral tracking, commission tiers, monthly payouts, compliance requirements, and Tier 3 brand ambassador benefits and content deliverables.

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### 2. Definitions

**2.1 Affiliate** means the person or entity signing this Agreement and participating in the program after activation.

**2.2 Affiliate Code** means the unique code assigned by Liquivida Aventura to the Affiliate for tracking qualifying referrals.

**2.3 Approved Purchase** means a transaction that is completed and paid, is properly attributed to the Affiliate Code under Liquivida Aventura's tracking systems, and is not refunded, reversed, charged back, canceled, voided, disputed, or deemed fraudulent.

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**2.4 Eligible Services** means services, products, and approved packages designated by Liquivida Aventura as eligible for the client discount and Affiliate commissions. Liquivida Aventura may update Eligible Services at any time.

**2.5 Monthly Referred Revenue** means the total amount actually paid to Liquivida Aventura for Approved Purchases attributed to the Affiliate Code during a calendar month, after discounts applied at checkout and net of refunds, reversals, chargebacks, cancellations, credits, and adjustments.

**2.6 Tier** means the commission level assigned to the Affiliate based on Monthly Referred Revenue for a given calendar month.

**2.7 Clinic Credit** means non-cash, non-transferable in-clinic credit issued by Liquivida Aventura that may be applied only to eligible services or products as determined by Liquivida Aventura, subject to restrictions stated in this Agreement.

**2.8 Brand Ambassador** means an Affiliate who qualifies for Tier 3 and elects to receive Tier 3 Clinic Credit in exchange for completing Tier 3 content deliverables under this Agreement.

**2.9 Marks** means Liquivida Aventura names, logos, trademarks, service marks, brand identifiers, designs, and any other proprietary branding assets.

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### 3. Enrollment, Approval, and Activation

**3.1 Enrollment is by approval only.** Liquivida Aventura may accept or reject any application in its sole discretion.

**3.2 Activation required.** The Affiliate Code must be activated by Liquivida Aventura before referrals qualify.

**3.3 Accurate information required.** The Affiliate must provide accurate legal name, contact information, and payout information, and must keep such information current. Errors may delay payouts.

**3.4 No authority.** The Affiliate has no authority to bind Liquivida Aventura, make commitments on behalf of Liquivida Aventura, or represent themselves as an employee, agent, partner, or representative of Liquivida Aventura.

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### 4. Client Discount Terms

**4.1 Standard discount.** Unless Liquivida Aventura specifies otherwise in writing, clients who use the Affiliate Code receive ten percent (10%) off Eligible Services.

**4.2 Exclusions and limits.** Liquivida Aventura may exclude services, memberships, subscriptions, promotions, limited offers, provider-restricted items, or other items from discount eligibility at any time.

**4.3 No stacking unless approved.** The discount may not be combined with other discounts unless Liquivida Aventura expressly permits it in writing.

**4.4 Pricing control.** Liquivida Aventura controls all pricing, discount eligibility, and promotional rules. The Affiliate may not alter pricing, promises, or discount percentages.

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### 5. Commission Tiers and Qualification

**5.1 Tier assignment.** Tier status is calculated monthly using Monthly Referred Revenue.

Tier	Monthly Referred Revenue	Commission Rate
Tier 1	\$0 – \$9,999	5%
Tier 2	\$10,000 – \$14,999	7%
Tier 3	\$15,000+	10%

**5.2 Commission base.** Commission is calculated on the amount actually paid to Liquivida Aventura for Approved Purchases after discounts and net of refunds, reversals, chargebacks, cancellations, and adjustments.

**5.3 Non-eligible amounts.** Commission does not apply to taxes, gratuities, shipping, financing fees, payment processing fees, chargeback fees, third-party platform fees, returned items, refunded services, or any items Liquivida Aventura designates as non-eligible.

**5.4 Tier changes.** Tiers may change month to month based on performance. Liquivida Aventura’s calculations and determinations are final.

**5.5 No guaranteed earnings.** Liquivida Aventura does not guarantee any level of income, reach, conversions, or results.

## 6. Tracking, Attribution, and Disputes

**6.1 System control.** Liquivida Aventura will track referrals using Liquivida Aventura’s internal systems. Only tracking recorded by Liquivida Aventura’s systems will be used for attribution. Clients will also have a dashboard to track their affiliate earnings.

**6.2 Attribution rules.** A purchase qualifies only when the Affiliate Code is properly applied and recorded within Liquivida Aventura’s approved workflow.

**6.3 No tracking guarantee.** The Affiliate acknowledges tracking may be impacted by user error, device limitations, platform settings, system outages, or operational constraints. Liquivida Aventura is not liable for lost tracking outside Liquivida Aventura’s reasonable control.

**6.4 Dispute window.** The Affiliate must submit any tracking dispute in writing within fourteen (14) calendar days after the end of the month in which the disputed transaction occurred. Liquivida Aventura may deny disputes submitted after this window.

**6.5 Audit and final authority.** Liquivida Aventura may audit referrals and transactions and may correct tracking, revenue, tiers, and payouts as needed. Liquivida Aventura’s determination is final.

## 7. Monthly Payout Terms

**7.1 Monthly payouts.** Commissions for Approved Purchases are paid monthly according to Liquivida Aventura’s payout schedule.

**7.2 Approval and holdback.** Liquivida Aventura may apply a reasonable holdback period to confirm completion and reduce fraud, refunds, cancellations, and chargebacks. Commissions are not earned until transactions are confirmed as Approved Purchases.

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**7.3 Adjustments and clawbacks.** If a commission is paid and the underlying transaction is later refunded, reversed, canceled, disputed, or charged back, Liquivida Aventura may offset the amount against future payouts or require repayment.

**7.4 Payout method.** Payout will be issued via the payout method accepted by Liquivida Aventura and affiliates. The Affiliate is responsible for any fees charged by payout providers.

**7.5 Minimum payout threshold.** Liquivida Aventura may set a minimum payout threshold for operational efficiency. Any unpaid balance will roll forward until the threshold is met.

**7.6 Taxes and documentation.** The Affiliate is solely responsible for taxes and reporting obligations. Liquivida Aventura may require tax forms, including a completed W-9 or other documentation, prior to issuing payouts and may issue required tax reporting forms as applicable.

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## 8. Tier 3 Brand Ambassador Benefits

*This Section applies only when the Affiliate qualifies for Tier 3 and elects to receive Tier 3 Clinic Credit. Tier 3 commission applies based on Section 5 regardless of whether the Affiliate elects Clinic Credit.*

**8.1 Tier 3 designation.** Affiliates who reach Tier 3 may be designated by Liquivida Aventura as Brand Ambassadors for the qualifying period.

**8.2 Quarterly Clinic Credit.** Brand Ambassadors who achieve Tier 3 performance during a calendar quarter are eligible to receive up to \$1,000 in Clinic Credit for that quarter, subject to completion of deliverables and compliance with this Agreement.

**8.3 Clinic Credit terms.** Clinic Credit has no cash value, is non-transferable, may not be sold, may not be exchanged for money, and may be used only in-clinic for approved services or products as determined by Liquivida Aventura. Liquivida Aventura may restrict Clinic Credit to specific services, providers, scheduling windows, or redemption processes.

**8.4 Condition of Clinic Credit.** Tier 3 Clinic Credit is conditioned on completing the Tier 3 content deliverables in Section 9. Liquivida Aventura may withhold Clinic Credit, revoke Clinic Credit, or invoice the Affiliate for the retail value of services received using Clinic Credit if deliverables are not completed.

**8.5 Events and recognition.** Liquivida Aventura may offer optional Tier 3 networking events, recognition initiatives, or collaboration opportunities. Participation is discretionary and may be limited by capacity and operational needs.

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## 9. Tier 3 Content Deliverables, Posting Terms, and Compliance

*This Section applies only to Tier 3 Brand Ambassadors who receive Tier 3 Clinic Credit.*

**9.1 Deliverables.** For each quarter in which Tier 3 Clinic Credit is issued, the Brand Ambassador agrees to create and post:

1. One Instagram Reel featuring the Brand Ambassador's experience with Liquivida Aventura
2. One Instagram Story tagging Liquivida Aventura
3. Collaboration tagging on the Reel where available and mutually agreed
4. Delivery to Liquivida Aventura of the final edited video file(s)

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**9.2 Timing.** Content must be posted within seven (7) calendar days of receiving the applicable service unless Liquivida Aventura approves a different timeline in writing.

**9.3 File delivery.** The Brand Ambassador must deliver the edited content file(s) to Liquivida Aventura within twenty-four (24) hours after posting.

**9.4 Disclosure.** The Brand Ambassador must clearly disclose the relationship in accordance with applicable advertising and endorsement laws and guidelines, including FTC requirements. Liquivida Aventura may provide preferred disclosure language.

**9.5 Medical and advertising compliance.** The Brand Ambassador must not make medical claims, guarantee outcomes, claim cures, state or imply results are typical, or make unapproved health statements. The Brand Ambassador must accurately represent the service and experience and must comply with platform rules and applicable laws.

**9.6 Review and revision.** Liquivida Aventura may request one reasonable revision if content does not meet brand standards or compliance requirements. If a revision is requested, the Brand Ambassador will make the revision promptly.

**9.7 Content duration.** Posted content must remain live for at least thirty (30) days unless removal is required by law, platform policy, or Liquivida Aventura approval.

**9.8 No patient information.** The Brand Ambassador must not share any other person's private health information and must not record or display any client, patient, chart, screen, or identifying information without documented written permission approved by Liquivida Aventura.

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## 10. License and Usage Rights

**10.1 License grant.** The Affiliate grants Liquivida Aventura a non-exclusive, worldwide, royalty-free, perpetual license to use, repost, reproduce, edit, adapt, distribute, display, and create derivative works from any content created, posted, or delivered under this Agreement, including for social media, website, email marketing, in-clinic displays, printed materials, and paid advertising.

**10.2 Ownership.** The Affiliate retains ownership of their underlying content subject to the license in this Section.

**10.3 No additional compensation.** No additional compensation is owed for usage rights beyond commissions and stated benefits unless Liquivida Aventura agrees in writing.

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## 11. Brand Standards, Marketing Rules, and Prohibited Conduct

**11.1 Use of Marks.** The Affiliate may use only Liquivida Aventura-approved Marks and creative assets. Liquivida Aventura may revoke permission at any time.

**11.2 No paid advertising without written approval.** The Affiliate may not run paid advertisements using Liquivida Aventura Marks, likeness, brand terms, or variations, including bidding on branded keywords, unless Liquivida Aventura approves in writing.

**11.3 No impersonation.** The Affiliate may not present themselves as Liquivida Aventura staff, a medical provider, a representative, or a decision-maker for Liquivida Aventura.

**11.4 No misrepresentation.** The Affiliate may not misrepresent pricing, discounts, services, timelines, provider credentials, or availability.

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**11.5 Professional conduct.** The Affiliate will not engage in conduct that harms Liquivida Aventura's reputation, providers, staff, or clients, including harassment, disparagement, or deceptive practices.

**11.6 Compliance with laws and platform rules.** The Affiliate must comply with all applicable laws, FTC disclosure requirements, and platform policies.

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## 12. Confidentiality

**12.1 Confidential information.** The Affiliate may receive non-public information about Liquivida Aventura operations, pricing, systems, vendors, strategy, performance, or marketing. The Affiliate will keep this information confidential and use it only for participation in the program.

**12.2 Return or deletion.** Upon request, the Affiliate will return or delete Liquivida Aventura confidential materials, except where retention is required by law.

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## 13. Independent Contractor Status

The Affiliate is an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency relationship. The Affiliate has no authority to bind Liquivida Aventura.

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## 14. Indemnification

The Affiliate agrees to indemnify, defend, and hold harmless Liquivida Aventura and its owners, officers, employees, contractors, agents, and representatives from any claims, damages, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, arising from or related to:

1. The Affiliate's promotions, statements, content, or advertising
  2. The Affiliate's breach of this Agreement
  3. The Affiliate's violation of laws, platform rules, FTC guidance, or disclosure requirements
  4. Any misrepresentation, prohibited claim, or unauthorized use of Liquivida Aventura Marks
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## 15. Disclaimers and Limitation of Liability

**15.1 Disclaimer.** Liquivida Aventura makes no guarantees regarding Affiliate earnings, reach, conversions, or results.

**15.2 Limitation of liability.** To the maximum extent permitted by law, Liquivida Aventura is not liable for any indirect, incidental, special, consequential, exemplary, or punitive damages arising from this Agreement. Liquivida Aventura's total liability for any claim will not exceed the commissions paid to the Affiliate in the twelve (12) weeks preceding the event giving rise to the claim.

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## 16. Term, Termination, and Remedies

**16.1 Term.** This Agreement begins upon activation described at the top of this Agreement and continues until terminated.

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**16.2 Termination by Liquivida Aventura.** Liquivida Aventura may terminate this Agreement immediately for fraud, code misuse, misrepresentation, unauthorized advertising, compliance violations, reputational harm, breach of this Agreement, or any conduct Liquivida Aventura deems harmful to Liquivida Aventura.

**16.3 Termination by Affiliate.** The Affiliate may terminate participation at any time by written notice.

**16.4 Effect of termination.** Upon termination, the Affiliate must immediately stop using Liquivida Aventura Marks and stop representing participation in the program. Liquivida Aventura may withhold unpaid commissions where fraud, misuse, or breach is present and may offset amounts owed by the Affiliate against unpaid commissions.

**16.5 Survival.** Sections relating to confidentiality, license rights, indemnification, limitation of liability, and any payment adjustments survive termination.

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## 17. Governing Law and Venue

This Agreement is governed by the laws of the State of Florida, without regard to conflict of law principles. Any legal action must be brought in a court of competent jurisdiction located in Miami-Dade County, Florida, unless Liquivida Aventura elects another lawful forum.

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## 18. Miscellaneous

**18.1 Entire agreement.** This Agreement is the entire agreement between the Parties regarding the subject matter and supersedes prior discussions.

**18.2 Updates to program terms.** Liquivida Aventura may update program terms, Eligible Services, discount rules, payout operations, and requirements by providing written notice. Continued participation after notice constitutes acceptance.

**18.3 Severability.** If any provision is unenforceable, the remainder remains in effect.

**18.4 Assignment.** The Affiliate may not assign this Agreement without written consent from Liquivida Aventura. Liquivida Aventura may assign this Agreement to a successor or affiliated entity.

**18.5 Electronic signatures.** Electronic signatures and electronic submission are valid and enforceable.

**18.6 Notices.** Notices must be provided in writing by email or another method designated by Liquivida Aventura.

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## 19. Acceptance and Activation

By signing below, the Affiliate acknowledges they have read, understand, and agree to all terms of this Agreement.

This Agreement becomes legally binding only upon the Affiliate's submission of this signed Agreement and Liquivida Aventura's approval and activation of the Affiliate Code.

Affiliate Signature

Liquivida Aventura

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Signature

Authorized Signature

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Printed Name

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Printed Name / Title

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Date

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Date

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Email Address

