

SynEra Innovations

ONLINE AFFILIATE PROGRAM

Affiliate Program Agreement

VERSION 1 · EFFECTIVE JUNE 2026

1. About this agreement

This Affiliate Program Agreement (the “Agreement”) governs your participation in the SynEra Innovations Affiliate Program (the “Program”). The Program is operated by SynEra Innovations LLC, a Nevada limited liability company with its principal place of business in Henderson, Nevada (“SynEra,” “we,” “us,” or “our”). By submitting an application and accepting the terms below, you (“Affiliate,” “you,” “your”) agree to be bound by this Agreement in full.

2. Definitions

For purposes of this Agreement:

- **“Order”** means a checkout completed at synerainnovations.com using your code.
- **“Sale”** means an Order placed through your code. Attribution occurs at the time the Order is placed, subject to deduction under Section 7 if the Order is refunded or charged back.
- **“Unit”** means a single item of product within an Order. Commission is earned per Unit, so an Order containing more than one Unit earns commission on each Unit (see Section 6).
- **“Lifetime of subscription”** means the continuous active subscription initiated through your code. A subscription that is canceled and later reactivated is treated as a new subscription for purposes of retention bonus eligibility, and the six-cycle counter restarts.
- **“Confidential Information”** has the meaning set forth in Section 13.

3. Eligibility

Participation in the Program is currently open to individuals who:

- Reside in the United States and maintain a valid United States mailing address for tax form delivery.
- Are at least eighteen (18) years of age.
- Maintain a valid Zelle or PayPal account for monthly payout receipt.
- Have read, understood, and agreed to this Agreement.

We may, at our sole discretion, decline an application or terminate participation if any eligibility criterion is not met or ceases to be met.

4. The Program

The Program offers commission on sales of SynEra products made through your unique discount code at synerainnovations.com. The Program is sales-attribution-based: for commission to be earned, the customer must place an Order at synerainnovations.com using your assigned code at checkout.

5. Affiliate code and attribution

On approval, you will be issued a unique ten-percent (10%) discount code. The code is intended for use by your audience only. You may not use your own code on your own purchases. Every Order placed with your code is automatically attributed to your account on the day the Order is placed. Subscription status and retention milestones for any customer who originally subscribed through your code continue to be tracked to your account for the Lifetime of subscription as defined in Section 2.

6. Commission structure

6.1. Base commission. You earn a per-Unit commission on every Unit sold through your code. Your commission rate is determined by the tier in effect at the time the Order is placed. Tiers are calculated based on the number of Units sold in the current calendar month:

- Silver tier (1 to 25 Units in the calendar month): \$20 per Unit.
- Gold tier (26 to 99 Units in the calendar month): \$25 per Unit.
- Platinum tier (100 or more Units in the calendar month): \$30 per Unit.

The tier resets on the first day of each calendar month.

6.2. Retention bonus. When a customer who originally subscribed through your code completes their sixth consecutive billing cycle without canceling or refunding, you receive a flat \$100 retention bonus, regardless of the original Sale's tier. This is the only subscription bonus offered under the Program.

6.3. Maximum per customer. The maximum total commission earnable on a single customer over the Lifetime of subscription is \$120 at the Silver tier, \$125 at the Gold tier, and \$130 at the Platinum tier.

7. Refunds, deductions, and chargebacks

7.1. If a customer requests a refund within thirty (30) days of purchase, the commission earned on that Sale is automatically reversed in your ledger. If a subscription billing cycle that earned a retention bonus is later refunded, the associated \$100 retention bonus is reversed in the same manner.

7.2. Reversals apply by default only to commissions that have not yet been paid out. Commissions already paid out in a previous month are generally not subject to deduction. However, SynEra reserves the right to recover previously paid commissions in cases of: (i) fraud or abuse as described in Section 11; (ii) a chargeback initiated by the cardholder's bank or card issuer; or (iii) material breach of this Agreement. Recovery may be made by offsetting the amount against future payouts or by other reasonable means.

7.3. If a customer's payment is reversed by their bank or card issuer (a "chargeback") at any time after the Order is placed, the commission and any retention bonus earned on that Order are reversed regardless of when the chargeback occurs.

8. Payments and statements

8.1. Commissions are paid out monthly, on the fifth (5th) day of the following month, by either Zelle or PayPal at your preference. You select your payment method once in your dashboard after approval and may change it at any time.

8.2. Each payout is accompanied by a statement itemizing every Sale, bonus, and reversal that contributed to the total.

8.3. The minimum payout per month is twenty dollars (\$20). Balances below the minimum threshold roll forward to the following month until they clear it.

8.4. Investigation withholding. SynEra may temporarily withhold all or part of a payout if it has reasonable grounds to suspect fraud, chargeback manipulation, violation of disclosure obligations under Section 10, or other material misconduct under this Agreement. Withheld amounts are paid out in full once the investigation concludes if no breach is found, or applied to offset confirmed losses if a breach is found. Investigations will be conducted in good faith and resolved within a reasonable timeframe.

8.5. Payout details and accuracy. You are solely responsible for providing and maintaining accurate, current, and complete payout information. Payments are sent to the destination shown in your dashboard at the time of payout. Once SynEra sends a payment to that destination, SynEra has satisfied its payment obligation for that amount and is not responsible for funds that are delayed, lost, or misdirected because the information you provided was inaccurate, outdated, incomplete, or associated with an account you do not control. If a payment is returned to SynEra as undeliverable, SynEra will make reasonable efforts to contact you for corrected details and reissue it. You agree to keep your payout information current and to promptly complete any verification step SynEra uses to confirm your destination, including a small test payment.

9. Taxes

9.1. For any calendar year in which your total earnings under the Program reach the IRS reporting threshold for non-employee compensation (currently two thousand dollars (\$2,000)), we will issue a 1099-NEC form, mailed to the address on file by January thirty-first (31st) of the following year.

9.2. You are solely responsible for any tax obligations arising from commissions earned under the Program. SynEra Innovations does not withhold taxes.

10. Disclosure obligations

10.1. FTC disclosure. The United States Federal Trade Commission requires affiliates to clearly disclose their relationship with the brand in any post, message, or piece of content that uses a discount code or links to a product page. You agree to comply with these disclosure requirements at all times. Acceptable disclosures include the hashtag #affiliate or #ad, or wording such as “affiliate partner of SynEra Innovations.”

10.2. Cosmetic claim language. SynEra’s products are cosmetics, not drugs. Federal Food, Drug, and Cosmetic Act regulations require that you describe the products only in terms of how they help skin look, feel, or appear. You may not, in any content using your code, describe SynEra products as treating, curing, healing, mitigating, or preventing any disease, medical condition, or skin disorder.

10.3. Prohibited claims. You agree not to make any of the following types of claims in connection with SynEra products:

- Disease or condition claims (claims that the product treats, cures, heals, mitigates, or prevents any disease, skin disorder, or medical condition).
- Drug claims that go beyond the cosmetic effect of the product, including the term “anti-aging,” which the United States Food and Drug Administration categorizes as a drug claim for skincare products.
- Unsubstantiated performance claims, including phrases such as “clinically proven,” “doctor recommended,” or specific percentages of efficacy that SynEra has not authorized in writing.
- False urgency, fabricated scarcity, fabricated testimonials, or any other form of deceptive advertising.

Normal marketing language and personal-opinion descriptions (for example, sharing how the product feels on your skin or why you connect with the brand) are not restricted by this Section.

11. Fraud and abuse

11.1. Prohibited activities. You agree not to engage in any of the following activities, each of which constitutes a material breach of this Agreement:

- Placing fake or self-attributed Orders, including ordering through your own code under a different name, address, or payment method; coordinating with friends, family, or other parties to inflate apparent Sales volume; or using stolen or unauthorized payment methods to place Orders.
- Using bot, scripted, or automated traffic to generate clicks, impressions, or Sales associated with your code.
- Posting your code on coupon-aggregator, deal-aggregator, cashback, or similar promotional websites without prior written permission from SynEra.
- Offering customers cashback, kickbacks, or other incentives beyond the standard ten-percent (10%) discount included in your code, in exchange for using the code.
- Any other activity that SynEra reasonably determines undermines the integrity of the Program.

11.2. Consequences. Violation of this Section is grounds for immediate termination of your participation in the Program, reversal of any related commissions (whether previously paid or unpaid), recovery of paid-out commissions by offset against future payouts or otherwise, and any other remedies available to SynEra under applicable law.

12. Brand use and intellectual property

12.1. Brand assets. SynEra makes available to approved affiliates a private library of product photography, founder story content, ingredient information, and product copy. Use of these assets is permitted only for the purpose of Program-related promotion and only while you remain an active affiliate.

12.2. Paid search advertising. You may not place paid search advertising that targets SynEra brand terms, including “SynEra,” “SynEra Innovations,” “Crème Régénérante,” or any reasonable variation, without prior written permission from SynEra. Organic content and social promotion are not subject to this restriction.

12.3. Trademarks. The SynEra name, logo, and product names are trademarks of SynEra Innovations LLC. Your participation in the Program does not grant you ownership or any other rights to these trademarks beyond the limited promotional use described in Section 12.1.

13. Confidentiality

13.1. Definition. “Confidential Information” includes, but is not limited to: the contents of the affiliate resource library; unreleased product launches, pricing, or promotional plans; internal performance data or analytics shared with you; and any non-public communication between you and SynEra.

13.2. Obligation. You agree to hold Confidential Information in strict confidence and not to disclose it to any third party, including other affiliates, without prior written permission from SynEra.

13.3. Duration. The obligations under this Section continue for two (2) years after the termination of your participation in the Program, except with respect to information that becomes publicly available through no fault of yours.

14. Independent contractor relationship

You are an independent contractor under this Agreement, and not an employee, agent, partner, or joint venturer of SynEra Innovations. You have no authority to bind SynEra to any obligation or representation.

15. Duration and changes

15.1. This Agreement remains in effect from the date of your approval into the Program until terminated by either party.

15.2. Either party may terminate this Agreement at any time, with or without cause, by written notice. Termination notice may be sent by email to the address you provided on application (for SynEra) or to info@synerainnovations.com (for you).

15.3. We may update the commission rates, bonus thresholds, payout schedule, or other terms of the Program at any time. Changes apply only to Sales placed after the change takes effect. Commissions you have already earned at previous rates are honored in full and paid out on the usual monthly schedule, subject to Sections 7 and 11.

15.4. On termination, any commissions you have already earned but not yet been paid will be paid out on the next regularly scheduled payout date, except where withholding is permitted under Section 8.4.

16. Force majeure

Neither party will be liable for any failure or delay in performing under this Agreement to the extent the failure or delay is caused by events beyond that party's reasonable control, including natural disasters, pandemics, government actions, payment processor or hosting provider outages, cyberattacks, or labor disputes. This Section does not relieve either party of obligations to pay amounts already due and owing.

17. Limitation of liability

To the maximum extent permitted by applicable law, SynEra's total liability to you under or in connection with this Agreement is limited to the total amount of commissions paid to you in the twelve (12) months preceding the event giving rise to the claim. SynEra is not liable for any indirect, incidental, special, consequential, or punitive damages.

18. Governing law and dispute resolution

This Agreement is governed by the laws of the State of Nevada, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to this Agreement will be resolved exclusively in the state or federal courts located in Clark County, Nevada, and you and SynEra each consent to personal jurisdiction in those courts.

19. Entire agreement

This Agreement, together with the Program rules and policies posted on the SynEra Innovations affiliate site, constitutes the entire agreement between you and SynEra regarding your participation in the Program. It supersedes any prior agreements or understandings, written or oral.

By checking the consent box on the application form and submitting your application, you acknowledge that you have read this Agreement in full and agree to be bound by it.

SynEra Innovations LLC