
Referral Partner Program Terms

These Terms govern your participation in the TSR Aminos LLC Referral Partner Program (the “Program”). By creating a partner code, clicking any acknowledgement, or otherwise participating in the Program, you agree to be bound by these Terms and all linked policies. Please read carefully — Section 14 contains an arbitration agreement and class-action waiver.

1. Eligibility and Authority

You must be at least 21 years of age and legally able to enter into contracts in your jurisdiction. You represent and warrant that all information you provide is accurate and that you have full power and authority to enter into and perform under these Terms. You may not participate if TSR Aminos LLC has previously terminated your partner account, unless we expressly reinstate you in writing.

2. Independent Relationship — No Authority to Bind

You are an independent referrer, not an employee, agent, contractor, joint venturer, partner, or franchisee of TSR Aminos LLC. You have no authority to bind TSR Aminos LLC, accept payments on its behalf, negotiate on its behalf, make representations about TSR Aminos LLC, or hold yourself out as a representative, spokesperson, or official source of TSR Aminos LLC. You may not register domain names, social media handles, email addresses, or any other identifiers that could reasonably be confused with TSR Aminos LLC's own properties.

3. License to Use Brand Assets

Subject to these Terms, TSR Aminos LLC grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to share your referral link and to mention TSR Aminos LLC's product names in accurate, non-disparaging contexts. You may not modify our logos, marks, or trade dress, create derivative branding, or use any TSR Aminos LLC asset in a way that suggests endorsement, sponsorship, or official representation. This license terminates automatically upon any suspension or termination of your account, or at any time at TSR Aminos LLC's sole discretion upon notice.

4. Content Responsibilities and Restrictions

You are solely and personally responsible for the truth, legality, accuracy, and consequences of every statement, post, video, message, livestream, advertisement, or other communication you publish in connection with your referral activity. TSR Aminos LLC does not control, dictate, supervise, edit, or pre-approve your content and shall not be deemed a publisher, sponsor, or endorser of any of your content.

You will not:

- Describe TSR Aminos LLC products as suitable, safe, or intended for human use, human consumption, ingestion, injection, self-administration, dietary or supplement use, cosmetic use, veterinary use, or any medical or therapeutic application;
- Provide dosing, administration, cycling, or usage instructions of any kind directed at humans or animals;
- Claim or imply that any TSR Aminos LLC product treats, cures, mitigates, diagnoses, prevents, or alleviates any disease, illness, condition, symptom, or biological function;

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- Make any health, performance, hormonal, anti-aging, recovery, weight, fitness, or aesthetic claims;
 - Misrepresent the discount amount, fabricate discount percentages or limited-time offers, or otherwise mislead customers about pricing, savings, or program terms;
 - Make false, misleading, deceptive, exaggerated, or unsubstantiated claims about TSR Aminos LLC, its products, pricing, discounts, or business practices;
 - Use TSR Aminos LLC's name, trademarks, or marks in paid search campaigns, in domain names, or in any manner that would mislead consumers about the source of the offer;
 - Promote TSR Aminos LLC on platforms that prohibit such promotion or that primarily host content directed to minors;
 - Engage in negative SEO, brand bidding, cookie stuffing, self-referrals, fake clicks, or any practice designed to inflate or manipulate commissions.

5. Required Disclosures (FTC and Equivalent)

You must clearly and conspicuously disclose your material connection to TSR Aminos LLC in every piece of content where you include your referral code, your referral link, or any reference to TSR Aminos LLC's products. Acceptable disclosures include “#ad”, “#affiliate”, or plain-language statements such as “I earn a commission from this link.” Disclosures must not be buried, abbreviated to ambiguous shorthand, or relegated to fine print. You are responsible for complying with the FTC Endorsement Guides and any equivalent rules in every jurisdiction where your audience is located.

6. Lawful Conduct; Anti-Fraud

You will comply with all applicable federal, state, local, and international laws and regulations, including (without limitation) anti-spam laws (CAN-SPAM, CASL, GDPR, ePrivacy), consumer protection statutes, advertising disclosure rules, securities laws, export controls, sanctions laws, and intellectual property rights. You will not engage in spam, unsolicited bulk messaging, scraping, account takeover, fraudulent clicks, cookie stuffing, self-referrals, identity misuse, AI-generated impersonation, deepfakes purporting to show TSR Aminos LLC personnel or products, or any other practice designed to deceive, inflate, or manipulate Program metrics.

7. Commissions, Payouts, and Withholding Rights

Commission rates and the payout schedule are as posted on the Partner Program page and may be updated at any time at TSR Aminos LLC's sole discretion. Earned commissions are subject to chargebacks, returns, refunds, and fraud reviews. TSR Aminos LLC may withhold, delay, offset, claw back, forfeit, or refuse to pay any earned but unpaid commission, in whole or in part, at its sole discretion, including (but not limited to) cases where TSR Aminos LLC has a good-faith belief that you have breached these Terms, manipulated the Program, engaged in fraud, generated suspicious activity, or where withholding is necessary to comply with law, tax obligations, court order, or third-party demand. Withheld commissions may be permanently forfeited. You waive any right to demand payment on a fixed schedule and acknowledge that TSR Aminos LLC's payment obligations are conditional on ongoing program compliance.

Tax responsibility. You are solely responsible for all federal, state, local, and foreign taxes, duties, levies, withholdings, social-security contributions, and similar charges arising from any commission or other amount paid to you under the Program. TSR Aminos LLC has no obligation to advise you on tax matters, no obligation to gross-up or reimburse you for any tax liability, and no obligation to file or pay taxes on

your behalf except as expressly required by law (for example, issuing IRS Form 1099-NEC or equivalent informational filings). You will keep your tax forms (W-9, W-8BEN, W-8BEN-E, or equivalent) accurate and current.

KYC, sanctions, and AML processing are a federal legal requirement. Before any payout can be released, our third-party payment processor is required by U.S. federal law (including the Bank Secrecy Act, USA PATRIOT Act, OFAC sanctions regulations, and IRS reporting rules) and applicable foreign law to verify your identity (KYC), screen you against sanctions lists (OFAC SDN, U.S. Treasury, and equivalent international watchlists), perform anti-money-laundering (AML) review, and collect and validate an applicable tax form. If you fail any portion of this processing — for any reason, including inaccurate submitted information, identity verification failure, sanctions-list hits, incomplete or invalid tax forms, prohibited jurisdiction, or processor decision — TSR Aminos LLC is legally prohibited from paying you, and your unpaid commissions will be held until the issue is resolved or, if not resolved within a reasonable time as determined by TSR Aminos LLC, may be forfeited. TSR Aminos LLC has no liability for any delay, denial, withholding, forfeiture, or non-payment of commissions arising from your failure to pass processing or from any compliance action our payment processor takes. This processing requirement cannot be waived, overridden, or worked around.

8. Strike System and Fairness

TSR Aminos LLC may issue strikes for violations of these Terms. Each strike has a stated reason, a category, a severity (warning, strike, or final), and a status (active, appealed, or resolved). The default thresholds and protections are:

Notification. TSR Aminos LLC will use commercially reasonable efforts to notify you by email of any strike within 24 hours of issuance, including the reason and appeal instructions. By participating in the Partner Program, you also consent to receive transactional SMS messages at the mobile number associated with your account regarding compliance actions (strikes, suspensions, appeal status) and payout events (payout submitted, completed, or failed). Message and data rates may apply. SMS frequency is event-driven and low (typically less than one per month). Reply STOP to opt out of SMS; you will continue to receive equivalent notices by email. Opting out of SMS does not exempt you from compliance with the Partner Program Terms.

Warning vs. Strike vs. Final. For minor, first-time, cureable violations, TSR Aminos LLC may issue a “warning” that does NOT count toward the suspension threshold. “Strike” severity counts toward the threshold. “Final” severity triggers immediate suspension regardless of count and is reserved for serious violations such as fraud, repeated medical claims, or willful misconduct.

Rolling expiry. Active strikes older than 365 days from issuance automatically stop counting toward the suspension threshold (the underlying record is retained for audit).

Appeals. You may appeal any strike within 30 days of issuance by contacting support@tsraminos.com with the strike ID and your written response. Appealed strikes pause counting toward the threshold while under review.

Threshold. Three (3) counting strikes automatically suspend your account.

The above are non-binding guidelines. You acknowledge and agree that TSR Aminos LLC retains sole discretion under Section 9 to issue, modify, skip, or escalate strikes, to deviate from these defaults, and to suspend or terminate your account immediately without prior notice, without opportunity to cure, and

without observing the strike sequence. Nothing in this Section creates a contractual right to a specific enforcement process.

9. Sole-Discretion Enforcement; At-Will Termination

You expressly acknowledge and agree that TSR Aminos LLC may, at its sole and absolute discretion, at any time, with or without cause, and with or without prior notice:

- Terminate this agreement and your participation in the Program for any reason or no reason;
- Suspend, restrict, modify, or close your partner account;
- Deactivate your referral code, revoke your license to use TSR Aminos LLC's brand assets, and require removal of any content referencing TSR Aminos LLC;
- Withhold, delay, offset, claw back, forfeit, or refuse to pay any earned but unpaid commissions, in whole or in part, with or without explanation;
- Choose the type, severity, sequence, combination, and timing of any enforcement action, including warnings, strikes, payout holds, account suspension, or termination;
- Interpret and apply these Terms in the manner TSR Aminos LLC determines is appropriate;
- Decline to enter into or renew the Program relationship with any person, with or without reason.

You waive any claim that TSR Aminos LLC must follow a specific process, sequence, standard of proof, or notice period before exercising any of the foregoing rights, except as required by applicable non-waivable law. No course of dealing, custom, or prior leniency by TSR Aminos LLC shall constitute a waiver of these rights. Termination by TSR Aminos LLC shall not give rise to any liability or damages of any kind, and you release TSR Aminos LLC from any such claim.

10. Audit, Investigation, and Cooperation

TSR Aminos LLC may, at any time and at its discretion, review, audit, monitor, archive, or investigate your content, communications, click sources, referred orders, payment behavior, identity, and tax information for compliance with these Terms or applicable law. You agree to cooperate in good faith with any such review, including providing records, taking down content within 24 hours of request, and responding to written inquiries. Failure to cooperate is itself a material breach and grounds for immediate suspension or termination.

11. Confidentiality

Non-public information you receive about the Program (including commission structures, payout volumes, conversion data, roadmaps, business plans, internal communications, this T&C version history, and any beta features) is Confidential Information. You will not disclose Confidential Information to any third party or use it other than to perform under these Terms, both during and after your participation. This obligation survives termination indefinitely.

12. Indemnification

You agree to defend, indemnify, and hold harmless TSR Aminos LLC, its affiliates, parents, subsidiaries, officers, directors, employees, agents, and contractors from and against all third-party claims, regulatory actions, damages, losses, liabilities, fines, costs, and expenses (including reasonable attorneys' fees and costs of defense) arising out of or relating to: (a) your content; (b) your acts or omissions; (c) your breach of these Terms or any representation, warranty, or covenant herein; (d) your violation of any law or third-party right (including IP, privacy, publicity, or contract rights); or (e) your relationship with any referred customer. TSR Aminos LLC may elect to assume the defense of any matter, in which case you will cooperate at your expense and will not settle any claim without TSR Aminos LLC's prior written consent.

13. Disclaimers; Limitation of Liability

The Program is provided "AS IS" and "AS AVAILABLE." TSR Aminos LLC disclaims all warranties, express, implied, statutory, or otherwise, including any warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, uptime, or that the Program will be uninterrupted, error-free, or profitable.

To the maximum extent permitted by law, in no event shall TSR Aminos LLC be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, data, business opportunities, or goodwill, whether arising from contract, tort (including negligence), strict liability, statute, or otherwise, even if TSR Aminos LLC has been advised of the possibility of such damages. TSR Aminos LLC's aggregate liability under or relating to these Terms is limited to the lesser of (a) the total commissions actually paid to you by TSR Aminos LLC in the six (6) months preceding the claim, or (b) one thousand U.S. dollars (\$1,000).

14. Arbitration; Class-Action Waiver

READ THIS SECTION CAREFULLY — IT AFFECTS YOUR RIGHTS. Any dispute, claim, or controversy arising out of or relating to these Terms or the Program (a "Dispute"), other than a Dispute concerning intellectual property or injunctive relief, shall be resolved exclusively through final and binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, in Wilmington, Delaware or by video conference. The arbitrator's decision is final and judgment may be entered in any court of competent jurisdiction.

You waive any right to participate in any class action, class-wide arbitration, private attorney general action, or other representative proceeding with respect to a Dispute. The arbitrator may not consolidate claims or preside over any form of class proceeding. If this class-action waiver is found unenforceable, the entirety of this Section 14 shall be null and void, and the Dispute shall be litigated in the state or federal courts located in Wilmington, Delaware, and you irrevocably consent to personal jurisdiction there.

You may opt out of arbitration within 30 days of first accepting these Terms by sending written notice to support@tsraminos.com including your full name and account email.

15. Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16. Future Modifications; Electronic Acceptance

TSR Aminos LLC may modify these Terms at any time. Modifications take effect upon posting an updated version with a new effective date. Material modifications will be flagged in your partner dashboard and may require a fresh click-wrap acknowledgement before continued payouts. Your continued participation in the Program after the effective date of any update constitutes binding acceptance of the update, regardless of whether you have re-acknowledged the specific revision. Failure to acknowledge a required revision does not give rise to any claim against TSR Aminos LLC; it only pauses your participation and payouts until you act.

You consent to electronic records and signatures pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN), the Uniform Electronic Transactions Act (UETA), and any equivalent local law. You agree that click-wrap acceptance through your partner dashboard, including any future re-acknowledgement prompt, constitutes a legally binding signature with the same force as a handwritten signature.

17. Notice

All notices to you under these Terms may be delivered by TSR Aminos LLC via email to your address of record, by posting in your partner dashboard, or by any other reasonable means. Notice is deemed received within 24 hours of being sent or posted. Notices to TSR Aminos LLC must be sent to support@tsraminos.com.

18. Survival; Severability; Waiver; Assignment

Survival. Sections 2, 4, 6, 7, 9-14, 16, and 18 survive any termination or expiration.

Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force and effect.

Waiver. No failure or delay by TSR Aminos LLC in exercising any right or remedy shall operate as a waiver.

Assignment. TSR Aminos LLC may freely assign these Terms, in whole or in part, to any affiliate or successor in interest. You may not assign these Terms without TSR Aminos LLC's prior written consent; any prohibited assignment is void.

Force Majeure. TSR Aminos LLC is not liable for any delay or failure to perform caused by events outside its reasonable control, including acts of God, war, terrorism, pandemic, civil unrest, labor disputes, internet outages, payment processor failures, or government action.

No Third-Party Beneficiaries. These Terms do not confer any rights on any person other than the parties.

Headings. Section headings are for convenience only and do not affect interpretation.

Entire Agreement. These Terms (together with the on-file acknowledgements and any policies linked from here) constitute the entire agreement between you and TSR Aminos LLC regarding the Program and supersede all prior oral or written agreements, representations, or understandings