# HE & SHE MD AFFILIATE PARTNER PROGRAM AGREEMENT

**Operated by NextGen Telehealth Inc.**
A Delaware Corporation

3 Sections comprise this agreement: Terms & Conditions (pages 1-33), Privacy Policy (pages 34-42), and Affiliate Marketing, Advertising & Compliance Guide (pages 43-73)

**Version:** 1.10
**Website:** Heandshemd.com

**Affiliate Platform:** Everflow

**Effective Date:** July 1, 2026

## Our Mission

He & She MD believes access to healthcare should be convenient, affordable, transparent, and evidence-based.

The He & She MD Affiliate Partner Program was created to establish long-term relationships with trusted creators, publishers, healthcare advocates, educators, media companies, and marketing professionals who share our commitment to expanding access to high-quality telehealth services throughout the United States.

Unlike traditional affiliate programs, healthcare marketing carries unique ethical and regulatory responsibilities. Every Affiliate Partner is expected to promote He & She MD with integrity, transparency, professionalism, and respect for the trust patients place in our brand.

Our objective is not simply to generate referrals. Our objective is to educate consumers, support informed healthcare decisions, and build long-term patient relationships through responsible marketing.

## Our Guiding Principles

**Patient First**

Every marketing communication should help consumers make informed healthcare decisions.

**Integrity**

We communicate honestly, accurately, and transparently.

**Compliance**

Healthcare advertising requires adherence to applicable laws, regulations, and platform policies.

**Transparency**

Affiliate relationships should always be clearly disclosed.

**Partnership**

We believe successful Affiliate Partners are long-term business partners who contribute positively to the reputation and growth of He & She MD.

## ARTICLE I

## Introduction and Acceptance

### 1.1 Purpose

Welcome to the He & She MD Affiliate Partner Program (the "Program").

The Program is operated by NextGen Telehealth Inc. ("Company," "He & She MD," "we," "our," or "us") to establish marketing relationships with qualified Affiliate Partners who promote the Company's healthcare services in accordance with this Agreement.

The Program rewards approved Affiliate Partners for Qualified Transactions while maintaining the highest standards of healthcare marketing, regulatory compliance, and consumer protection.

### 1.2 Acceptance

By:

- selecting "I Agree" on the He & She MD website;
- submitting an Affiliate application;

- accepting approval into the Program;
- accessing the Affiliate Portal; or
- participating in the Program,

you acknowledge that you have read, understood, and agree to be legally bound by this Agreement.

If you do not agree, you must not participate in the Program.

### 1.3 Related Program Documents

This Agreement incorporates by reference:

- Affiliate Privacy Policy
- Healthcare Advertising & FTC Compliance Guide
- Brand Guidelines
- Affiliate Portal policies
- Commission schedules
- Operational requirements published by He & She MD

Collectively these constitute the "Program Documents."

### 1.4 No Right to Participation

Submission of an application does not create any contractual right to participate in the Program.

Acceptance is entirely within the discretion of He & She MD.

### 1.5 Affiliate Platform

The Program is administered through Everflow (or another platform designated by He & She MD from time to time), which facilitates application processing, referral tracking, attribution, reporting, and commission administration.

## ARTICLE II

## Definitions

For purposes of this Agreement:

### Affiliate

An approved individual or business authorized to participate in the Program.

### Affiliate Portal

The online platform designated by He & She MD to administer the Program, currently Everflow.

**Affiliate Link**

A unique tracking link, promotional code, or other attribution method assigned to an Affiliate.

**Agreement**

This Affiliate Partner Program Agreement together with all Program Documents.

**Brand Assets**

All trademarks, logos, service marks, graphics, photographs, videos, advertising materials, website content, creative assets, and other intellectual property owned or licensed by He & She MD.

**Commission**

Compensation payable for Qualified Transactions.

**Confidential Information**

Non-public business information belonging to He & She MD.

**Healthcare Services**

Products and services offered under the He & She MD brand through licensed healthcare providers and authorized third-party service providers.

**Program Documents**

This Agreement together with all incorporated policies and operational requirements.

**Qualified Transaction**

A transaction satisfying all Program requirements for commission eligibility.

## ARTICLE III

## Eligibility

### 3.1 Eligibility Requirements

Applicants must:

- be at least eighteen (18) years old;
- possess legal capacity to enter contracts;
- provide accurate application information;
- operate legitimate marketing channels;
- comply with all applicable laws.

**3.2 Application Review**

Every application is individually reviewed.

He & She MD may approve or reject any application in its sole discretion.

**3.3 Evaluation Factors**

Applications may be evaluated based upon:

- professionalism;
- audience quality;
- content quality;
- brand alignment;
- marketing practices;
- compliance history;
- reputation.

**3.4 Continuing Eligibility**

Acceptance into the Program is an ongoing privilege.

Affiliate Partners must remain in compliance throughout participation.

**3.5 Ineligible Applicants**

He & She MD generally will not approve applicants engaged in:

- unlawful conduct;
- deceptive marketing;
- fraudulent activity;
- offensive content;
- misleading healthcare advertising;
- prior material violations of Company policies.

**3.6 Independent Status**

Participation in the Program does not create an employment, partnership, agency, franchise, or joint venture relationship.

## ARTICLE IV

## Application and Approval Process

### 4.1 Application

Applicants must first review the Program Documents available on the He & She MD website before submitting an application through the Affiliate Portal.

### 4.2 Required Acknowledgment

Applicants acknowledge they have reviewed:

- Affiliate Partner Program Agreement
- Affiliate Privacy Policy
- Healthcare Advertising & FTC Compliance Guide
- Brand Guidelines

before continuing to the application.

### 4.3 Review Process

He & She MD may review:

- websites;
- social media channels;
- newsletters;
- podcasts;
- advertising methods;
- audience quality;
- prior marketing practices;
- compliance history.

### 4.4 Additional Information

Applicants may be required to provide additional documentation before approval.

### 4.5 Approval

Affiliate status begins only after written approval by He & She MD.

Submission of an application alone creates no right to commissions.

### 4.6 Ongoing Review

Affiliate Partners remain subject to periodic compliance reviews throughout participation.

## ARTICLE V

## Affiliate Relationship

### 5.1 Independent Contractor

Affiliate Partners participate as independent marketing partners.

Nothing in this Agreement creates:

- employment;
- agency;
- partnership;
- joint venture;
- franchise;
- fiduciary relationship.

### 5.2 No Authority

Affiliate Partners have no authority to:

- bind He & She MD;
- negotiate on behalf of He & She MD;
- represent themselves as Company employees;
- represent themselves as healthcare providers acting for He & She MD.

### 5.3 No Medical Authority

Affiliate Partners shall not:

- diagnose medical conditions;
- recommend prescription medications;
- interpret laboratory results;
- guarantee prescriptions;
- promise treatment approval;
- provide medical advice.

All medical decisions are made exclusively by licensed healthcare providers exercising independent clinical judgment.

### 5.4 Healthcare Services

Healthcare services promoted through the Program are delivered through licensed healthcare providers and authorized third-party service providers designated by He & She MD.

Affiliate Partners have no role in medical decision-making.

### 5.5 Independent Business Decisions

Affiliate Partners remain responsible for:

- advertising expenditures;
- taxes;
- legal compliance;
- business operations;
- marketing strategies.

### 5.6 No Earnings Guarantee

Participation in the Program does not guarantee commissions, revenue, referrals, or financial success.

Affiliate earnings depend upon performance, Qualified Transactions, and compliance with this Agreement.

### 5.7 Brand Reputation

Affiliate Partners agree to conduct themselves professionally and ethically at all times and to promote He & She MD in a manner consistent with patient trust, regulatory compliance, and the Company's reputation.

## ARTICLE VI

## Affiliate Code of Conduct

### 6.1 Commitment to Ethical Marketing

He & She MD is committed to responsible, transparent, and ethical healthcare marketing. Affiliate Partners are expected to conduct themselves in a manner that reflects positively on the Company and promotes trust in the healthcare services offered through the He & She MD platform.

Participation in the Program is a privilege, and each Affiliate Partner agrees to uphold the standards set forth in this Agreement and all Program Documents.

6.2 Professional Standards

Affiliate Partners agree to:

- Act honestly, ethically, and professionally in all promotional activities.
- Communicate accurate and balanced information regarding He & She MD's products and services.
- Treat prospective patients with respect and professionalism.
- Comply with all applicable federal, state, and local laws, regulations, and advertising standards.
- Follow all applicable policies of advertising platforms, search engines, and social media platforms.
- Promptly correct inaccurate or outdated promotional content.
- Cooperate with reasonable compliance reviews conducted by He & She MD.

6.3 Patient-First Philosophy

Affiliate Partners acknowledge that consumer health and informed decision-making take precedence over commissions or marketing performance.

Affiliate Partners shall never encourage consumers to pursue treatment that is not medically appropriate or interfere with the independent clinical judgment of licensed healthcare providers.

6.4 Professional Communications

Affiliate Partners shall communicate respectfully with consumers, Company personnel, healthcare providers, pharmacies, laboratories, and other business partners.

Harassing, discriminatory, defamatory, abusive, or deceptive communications are prohibited.

6.5 Good Faith Participation

Affiliate Partners agree to participate in the Program in good faith and to seek clarification from He & She MD whenever uncertain whether particular marketing practices comply with this Agreement.

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ARTICLE VII

Promotional Standards

7.1 General Standard

Affiliate Partners shall promote He & She MD honestly, accurately, and professionally.

Marketing materials must assist consumers in making informed healthcare decisions and may not be misleading, deceptive, or unfair.

7.2 Approved Marketing Materials

Affiliate Partners are encouraged to use creative assets provided through the Affiliate Portal.

These may include:

- logos
- banners
- product images
- videos
- landing pages
- promotional copy
- educational materials

Affiliate Partners may customize approved materials provided such modifications remain accurate, comply with the Brand Guidelines, and do not create misleading impressions.

7.3 Accuracy

Affiliate Partners shall ensure that all promotional content:

- accurately describes Company services;
- contains truthful statements;
- omits no material information likely to mislead consumers;

- complies with applicable law.

7.4 Testimonials

Affiliate Partners may publish only truthful testimonials.

Affiliate Partners shall not:

- fabricate reviews;
- purchase fake testimonials;
- alter patient experiences;
- represent hypothetical outcomes as actual patient experiences.

7.5 Images and Video

Affiliate Partners may use only:

- Company-approved assets;
- properly licensed content; or
- original content created in compliance with this Agreement.

Images or videos shall not exaggerate treatment results or otherwise create misleading impressions.

7.6 Marketing Channels

Approved channels may include:

- websites;
- blogs;
- YouTube;
- Instagram;
- Facebook;
- TikTok;
- X;
- LinkedIn;
- podcasts;
- newsletters;
- email marketing;
- other approved channels.

Certain marketing methods may require prior written approval.

7.7 Artificial Intelligence

Affiliate Partners may utilize artificial intelligence tools to assist in creating content.

However, Affiliate Partners remain solely responsible for ensuring that all published content is accurate, compliant, truthful, and consistent with this Agreement.

7.8 Current Materials

Affiliate Partners agree to discontinue use of expired pricing, outdated promotions, obsolete creative assets, or withdrawn marketing materials promptly after receiving notice or updated materials through the Affiliate Portal.

7.9 Compliance Reviews

He & She MD may periodically review Affiliate marketing activities.

Affiliate Partners agree to cooperate fully with reasonable compliance reviews.

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ARTICLE VIII

Healthcare Advertising & Regulatory Compliance

8.1 Responsible Healthcare Marketing

Healthcare advertising carries unique legal and ethical responsibilities.

Affiliate Partners agree to promote He & She MD in a manner that supports informed healthcare decision-making while protecting consumers and preserving public trust.

8.2 Compliance with Applicable Law

Affiliate Partners shall comply with all applicable:

- federal laws;
- state laws;
- local regulations;
- advertising requirements;
- consumer protection laws;
- telehealth requirements;
- platform advertising policies.

8.3 No Medical Advice

Affiliate Partners shall not:

- diagnose medical conditions;
- recommend prescription medications;
- interpret laboratory results;
- answer individual medical questions;
- provide treatment recommendations;
- guarantee prescriptions;
- guarantee treatment approval.

Consumers should always be directed to complete the Company's official medical evaluation process.

8.4 No Guarantees

Affiliate Partners shall not guarantee:

- weight loss;
- treatment success;
- medication approval;
- prescription issuance;
- medical outcomes;
- eligibility for treatment.

8.5 Accurate Representation

Affiliate Partners shall accurately describe:

- products;
- services;
- pricing;
- promotions;
- treatment categories;
- shipping expectations;
- healthcare process.

Affiliate Partners shall not advertise expired promotions or inaccurate pricing.

8.6 Clinical Independence

Affiliate Partners acknowledge that all prescribing decisions and treatment recommendations are made exclusively by licensed healthcare providers exercising independent professional judgment.

8.7 Product Claims

Affiliate Partners shall use only product descriptions, efficacy statements, and healthcare claims approved by He & She MD or otherwise supported by reliable evidence.

8.8 Corrective Action

If promotional content is determined to be inaccurate or misleading, Affiliate Partners agree to promptly modify or remove such content upon request.

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ARTICLE IX

FTC Endorsement & Disclosure Requirements

9.1 Transparency

Affiliate Partners shall clearly disclose their financial relationship with He & She MD whenever required by applicable law.

9.2 Required Disclosures

Disclosures shall be:

- clear;
- conspicuous;
- understandable;
- located near promotional content.

9.3 Acceptable Examples

Examples include:

- “This post contains affiliate links.”
- “I may earn a commission if you purchase through my referral link.”
- “#Ad”
- “#Sponsored”

The Healthcare Advertising & FTC Compliance Guide contains additional examples.

9.4 Truthful Opinions

Affiliate Partners may express honest opinions.

Affiliate Partners shall not:

- fabricate endorsements;
- impersonate patients;
- impersonate healthcare providers;
- falsely claim personal experience.

9.5 Clinical Independence

Affiliate compensation shall never be represented as influencing medical decisions or prescribing practices.

9.6 Affiliate Responsibility

Each Affiliate Partner remains responsible for complying with applicable endorsement requirements regardless of whether He & She MD provides educational guidance.

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ARTICLE X

Intellectual Property & Brand Usage

10.1 Ownership

All Company trademarks, logos, service marks, trade names, copyrights, creative assets, websites, marketing materials, graphics, photographs, videos, software, and other intellectual property remain the exclusive property of NextGen Telehealth Inc. or its licensors.

Nothing in this Agreement transfers ownership of any intellectual property.

10.2 Limited License

Approved Affiliate Partners receive a limited, non-exclusive, revocable, non-transferable license to use designated Brand Assets solely for purposes of participating in the Affiliate Partner Program.

10.3 Approved Use

Affiliate Partners shall use only:

- approved logos;
- approved creative assets;
- approved marketing materials;
- approved landing pages;
- approved promotional copy.

All usage must comply with the Company’s Brand Guidelines.

10.4 Prohibited Uses

Without prior written authorization, Affiliate Partners shall not:

- alter Company trademarks;
- create confusingly similar domain names;

- register Company social media usernames;
- imply Company sponsorship beyond participation in the Program;
- remove copyright notices;
- misuse Brand Assets.

10.5 Marketing Assets

Marketing materials provided through the Affiliate Portal remain Company property.

Affiliate Partners shall discontinue use of withdrawn materials immediately upon notice.

10.6 Affiliate-Created Content

Affiliate Partners retain ownership of original content they independently create.

However, Affiliate Partners grant He & She MD a perpetual, worldwide, royalty-free, non-exclusive license to reproduce, distribute, display, modify, publish, and promote such content for Company marketing purposes, unless otherwise agreed in writing.

10.7 Brand Protection

He & She MD may require modification or removal of promotional materials that it reasonably determines to be misleading, inaccurate, inconsistent with the Brand Guidelines, or otherwise harmful to the Company’s reputation.

10.8 Reservation of Rights

All rights not expressly granted in this Agreement are reserved by He & She MD.

ARTICLE XI

Commission Structure

11.1 Eligibility for Commissions

Approved Affiliate Partners may earn commissions on Qualified Transactions generated through their assigned Affiliate Links, approved promotional codes, or other tracking methods authorized by He & She MD.

Affiliate Partners must remain in good standing at the time a Qualified Transaction occurs to be eligible for commission payments.

11.2 Commission Schedule

Commission rates, bonus programs, promotional incentives, recurring commission opportunities, attribution rules, and campaign-specific compensation structures shall be established by He & She MD and published within the Affiliate Portal.

He & She MD reserves the right to modify commission schedules prospectively at any time.

11.3 Commission Eligibility

A commission is earned only when:

- the transaction is properly attributed to the Affiliate Partner;
- the transaction qualifies under Program rules;
- payment has been successfully received;
- the transaction is not cancelled, refunded, or reversed;
- the Affiliate Partner has complied with this Agreement.

11.4 Promotional Incentives

From time to time He & She MD may introduce:

- bonus commissions;
- limited-time campaigns;
- seasonal promotions;
- new product incentives;
- performance bonuses.

Participation in such programs is governed by the terms published within the Affiliate Portal.

11.5 No Earnings Guarantee

Participation in the Program does not guarantee:

- commissions;
- referrals;
- revenue;
- business opportunities;
- financial success.

Affiliate earnings depend entirely upon marketing performance, Qualified Transactions, and continued compliance.

11.6 Commission Reviews

Affiliate Partners should review commission reports regularly.

Questions regarding commissions should be submitted to support@heandshemd.com within thirty (30) days after the applicable commission appears, or reasonably should have appeared, in the Affiliate Portal.

11.7 Commission Adjustments

He & She MD may withhold, reverse, offset, or adjust commissions resulting from:

- refunds;
- chargebacks;
- duplicate payments;
- fraud;
- cancelled transactions;
- accounting corrections;
- violations of this Agreement.

11.8 Final Authority

He & She MD shall have final authority regarding commission eligibility, subject to applicable law.

ARTICLE XII

Qualified Transactions

12.1 Qualified Transactions

Affiliate Partners earn commissions only on Qualified Transactions.

A Qualified Transaction generally consists of a completed purchase that:

- has been properly attributed;
- satisfies Program requirements;
- successfully completes Company validation procedures;
- remains eligible for payment.

12.2 Qualification Requirements

To qualify, a transaction must:

- originate from authorized promotional activity;
- involve a legitimate customer;

- utilize a valid payment method;
- successfully complete Company processing;
- satisfy fraud prevention requirements.

12.3 Non-Qualifying Transactions

Transactions do not qualify if they involve:

- cancelled purchases;
- refunded purchases;
- chargebacks;
- fraudulent activity;
- stolen payment methods;
- artificial traffic;
- self-referrals;
- unauthorized coupon usage;
- prohibited promotional methods.

12.4 Existing Customers

Policies governing:

- existing customers;
- repeat purchases;
- subscription renewals;
- recurring commissions;
- previously referred customers;

shall be maintained within the Affiliate Portal and may be modified prospectively.

12.5 Validation Period

Qualified Transactions may be subject to validation before commissions become payable.

Validation may include:

- payment verification;
- fraud screening;
- compliance review;
- customer verification;
- refund review.

12.6 Fraud Prevention

He & She MD may investigate any activity appearing unusual, suspicious, abusive, or inconsistent with the intended operation of the Program.

12.7 Reversals

Previously credited commissions may later be reversed if the underlying transaction no longer qualifies.

12.8 Company Determination

He & She MD retains final authority regarding whether a transaction qualifies for commission.

ARTICLE XIII

Tracking & Attribution

13.1 Tracking

Affiliate Links, promotional codes, and other approved attribution methods provided through the Affiliate Portal shall be used for referral tracking.

Affiliate Partners are responsible for using only Company-approved tracking methods.

13.2 Official Records

Records maintained within the Affiliate Portal constitute the official system of record regarding:

- referrals;
- Qualified Transactions;
- attribution;
- commissions;
- payment history.

Absent fraud or verified system malfunction, these records are presumed accurate.

13.3 Attribution Rules

Referral attribution shall be determined according to the operational settings established within the Affiliate Portal.

These settings may include attribution windows, referral priority rules, promotional code attribution, recurring commission rules, and campaign-specific requirements.

13.4 Affiliate Responsibilities

Affiliate Partners shall:

- properly implement Affiliate Links;
- periodically test referral links;
- promptly report suspected tracking issues;
- avoid manipulation of tracking technology.

13.5 Technical Limitations

Affiliate Partners acknowledge that referral tracking may be affected by:

- browser settings;
- cookie restrictions;
- privacy technologies;
- ad blockers;
- device changes;
- consumer behavior;
- internet disruptions.

He & She MD cannot guarantee that every referral will be capable of attribution.

13.6 Invalid Attribution

Attribution may be denied where He & She MD reasonably determines that tracking resulted from:

- fraud;
- technical abuse;
- duplicate attribution;
- manipulation;
- system errors;
- prohibited conduct.

13.7 Reporting Errors

Affiliate Partners should promptly report suspected attribution discrepancies.

13.8 Platform Changes

He & She MD may replace or upgrade the Affiliate Portal or tracking technology without affecting this Agreement.

ARTICLE XIV

Payments

14.1 Payment Eligibility

Only commissions that have successfully completed all validation requirements become eligible for payment.

14.2 Payment Administration

Payment schedules, supported payment methods, minimum payout thresholds, currencies, and operational payment requirements shall be published within the Affiliate Portal.

He & She MD may modify these operational requirements prospectively.

14.3 Payment Information

Affiliate Partners are responsible for maintaining accurate:

- payment information;
- tax documentation;
- contact information;
- banking details.

Payment delays resulting from inaccurate information remain the responsibility of the Affiliate Partner.

14.4 Taxes

Affiliate Partners are solely responsible for reporting and paying taxes arising from Program participation.

The Company may require tax documentation before issuing payments.

14.5 Adjustments

Payments may be withheld, adjusted, or reversed due to:

- refunds;
- fraud;
- accounting corrections;
- cancelled transactions;
- chargebacks;
- duplicate payments.

14.6 Payment Holds

Payments may be temporarily delayed during compliance reviews, fraud investigations, or other reasonable business reviews.

14.7 Dormant Accounts

The Company may establish policies regarding inactive Affiliate accounts and unclaimed commissions.

14.8 Payment Errors

Affiliate Partners should notify He & She MD of payment discrepancies within thirty (30) days.

14.9 No Assignment

Affiliate commission rights may not be assigned without prior written consent.

14.10 Final Authority

He & She MD retains final authority regarding payment administration.

ARTICLE XV

Confidentiality

15.1 Confidential Information

Affiliate Partners may receive access to confidential business information, including:

- marketing strategies;
- commission programs;
- pricing information;
- product roadmaps;
- campaign performance;
- conversion metrics;
- operational procedures;
- Affiliate Portal information.

15.2 Confidentiality Obligations

Affiliate Partners agree to:

- maintain confidentiality;
- use confidential information solely for Program participation;
- avoid unauthorized disclosure;
- promptly report unauthorized access.

15.3 Affiliate Portal Information

Reports, dashboards, analytics, communications, and internal materials within the Affiliate Portal constitute Confidential Information unless expressly designated otherwise.

15.4 Required Disclosures

Disclosure required by law is permitted provided legally permissible notice is first given to He & She MD.

15.5 Return of Information

Upon termination, Affiliate Partners shall discontinue use of Confidential Information and, when reasonably requested, return or securely destroy Company Confidential Information.

15.6 Survival

The confidentiality obligations contained in this Article survive termination of participation in the Program for so long as the information remains confidential under applicable law.

## ARTICLE XVI

## Privacy & Patient Information

### 16.1 Commitment to Privacy

He & She MD is committed to protecting the privacy of prospective patients, patients, Affiliate Partners, and other individuals interacting with the Company.

Affiliate Partners shall conduct all promotional activities in a manner that respects applicable privacy laws and consumer confidentiality.

### 16.2 No Collection of Protected Health Information

Unless expressly authorized in writing by He & She MD, Affiliate Partners shall not collect, request, receive, store, transmit, or maintain Protected Health Information (“PHI”) or confidential medical records on behalf of the Company.

Consumers shall be directed to complete all medical assessments, questionnaires, and patient registration through the Company’s official websites, mobile applications, or other approved systems.

### 16.3 Patient Communications

Affiliate Partners shall not represent themselves as:

- healthcare providers;
- physicians;
- nurses;
- customer support representatives;
- patient care coordinators;
- employees of He & She MD.

Questions regarding prescriptions, treatment, laboratory results, billing, shipping, eligibility, or medical care shall be referred directly to He & She MD.

### 16.4 Consumer Information

Affiliate Partners shall not sell, disclose, misuse, or exploit confidential consumer information obtained through participation in the Program.

Any information independently collected by an Affiliate Partner shall be handled in accordance with applicable law and the Affiliate Partner's own privacy policy.

### 16.5 Security

Affiliate Partners shall maintain reasonable administrative, technical, and organizational safeguards appropriate to the personal information they collect through their own marketing activities.

### 16.6 Company Privacy Policy

The Company's collection and use of consumer information is governed by the He & She MD Privacy Policy, as amended from time to time.

### 16.7 Reporting

Affiliate Partners shall promptly notify He & She MD of any suspected privacy incident or unauthorized disclosure that could reasonably affect consumers or the Company.

## ARTICLE XVII

## Program Integrity & Prohibited Conduct

### 17.1 Program Integrity

The Affiliate Partner Program is founded upon ethical marketing, consumer trust, regulatory compliance, and professional conduct.

Affiliate Partners agree to preserve the integrity of the Program at all times.

### 17.2 Fraud

Affiliate Partners shall not engage in:

- fraudulent transactions;
- fake referrals;
- stolen identities;
- stolen payment methods;
- fake customer accounts;
- click fraud;
- bot traffic;
- automated referral generation;
- attribution manipulation.

### 17.3 Self-Referrals

Unless expressly authorized in writing, Affiliate Partners shall not:

- purchase through their own Affiliate Links;
- refer immediate family solely to generate commissions;
- create fictitious transactions;
- artificially inflate commissions.

### 17.4 Misrepresentation

Affiliate Partners shall not:

- impersonate Company personnel;
- impersonate healthcare providers;
- falsely represent Company policies;
- make guarantees inconsistent with this Agreement.

### 17.5 Prohibited Marketing

Affiliate Partners shall not engage in:

- cookie stuffing;
- unauthorized coupon distribution;
- trademark infringement;
- deceptive advertising;
- unlawful email marketing;
- malware;
- spyware;
- browser hijacking;
- misleading landing pages;

- unauthorized paid search campaigns using Company trademarks, unless expressly authorized in writing.

**17.6 Brand Protection**

Affiliate Partners shall not engage in conduct reasonably likely to damage the Company's goodwill or reputation.

**17.7 Compliance Investigations**

Affiliate Partners agree to cooperate fully with compliance investigations.

**17.8 Corrective Action**

He & She MD may require modification, removal, suspension, or discontinuation of non-compliant marketing materials.

**17.9 Reservation of Rights**

The examples contained in this Article are illustrative and not exhaustive.

## ARTICLE XVIII

## Suspension & Termination

**18.1 Term**

This Agreement becomes effective upon approval into the Affiliate Partner Program and remains in effect until terminated.

**18.2 Voluntary Termination**

Affiliate Partners may terminate participation at any time by written notice or through the Affiliate Portal where available.

**18.3 Company Termination**

He & She MD may suspend or terminate participation if an Affiliate Partner:

- violates this Agreement;
- violates Program Documents;
- engages in fraud;
- violates applicable law;
- damages the Company's reputation;
- fails compliance reviews;
- becomes inactive under Program policies.

### 18.4 Immediate Suspension

Where necessary to protect consumers, patient safety, Company reputation, or Program integrity, He & She MD may immediately suspend Affiliate participation while conducting an investigation.

### 18.5 Effect of Termination

Upon termination, Affiliate Partners shall immediately:

- discontinue use of Brand Assets;
- remove Affiliate Links where reasonably practicable;
- cease representing Program participation;
- discontinue use of Confidential Information.

### 18.6 Outstanding Commissions

Outstanding commissions shall be reviewed for eligibility.

Commissions associated with fraud, invalid transactions, material Agreement violations, or other disqualifying conduct may be forfeited to the extent permitted by law.

### 18.7 Survival

Confidentiality, intellectual property, indemnification, limitation of liability, governing law, dispute resolution, accrued payment obligations, and other provisions intended to survive termination shall remain in effect.

## ARTICLE XIX

## Indemnification

### 19.1 Affiliate Indemnification

To the fullest extent permitted by applicable law, Affiliate Partners agree to defend, indemnify, and hold harmless NextGen Telehealth Inc., He & She MD, its officers, directors, employees, contractors, affiliated healthcare providers, pharmacies, laboratories, licensors, successors, and assigns from claims arising from:

- participation in the Program;
- breach of this Agreement;
- negligent, reckless, fraudulent, or unlawful conduct;
- Affiliate-created marketing content;

- intellectual property infringement;
- violations of law;
- third-party claims resulting from Affiliate activities.

**19.2 Company Control**

He & She MD may assume control of the defense of any matter subject to indemnification.

Affiliate Partners agree to cooperate fully.

**19.3 Additional Rights**

These indemnification obligations supplement all other legal rights available to the Company.

**ARTICLE XX**

**Limitation of Liability**

**20.1 Program Availability**

He & She MD does not guarantee uninterrupted operation of:

- the Affiliate Portal;
- Company websites;
- tracking technology;
- related systems.

**20.2 No Earnings Guarantee**

The Company makes no guarantee regarding:

- commissions;
- revenue;
- referrals;
- profitability;
- business success.

**20.3 Disclaimer**

To the fullest extent permitted by law, He & She MD shall not be liable for indirect, consequential, incidental, special, punitive, or exemplary damages, including lost profits, business interruption, goodwill, or data.

**20.4 Liability Cap**

To the fullest extent permitted by law, the Company's aggregate liability shall not exceed the commissions paid or payable to the Affiliate Partner during the twelve (12) months preceding the claim.

### 20.5 Third-Party Services

The Company is not responsible for third-party platforms, payment processors, technology providers, advertising platforms, healthcare providers, pharmacies, or laboratories.

### 20.6 Independent Business Decisions

Affiliate Partners remain solely responsible for their own business decisions, marketing expenditures, tax obligations, and legal compliance.

## ARTICLE XXI

## Governing Law & Dispute Resolution

### 21.1 Governing Law

This Agreement shall be governed by the laws of the State of Delaware.

### 21.2 Good Faith Resolution

The parties agree to attempt good-faith resolution of disputes before commencing litigation.

### 21.3 Venue

Exclusive jurisdiction shall lie in the state or federal courts located in Delaware, unless otherwise required by applicable law.

### 21.4 Injunctive Relief

The Company may seek temporary, preliminary, or permanent injunctive relief to protect:

- intellectual property;
- Confidential Information;
- Brand Assets;
- proprietary rights.

### 21.5 Cumulative Remedies

All remedies are cumulative and in addition to remedies available at law or in equity.

### 21.6 Continued Performance

Where reasonably possible, both parties shall continue performing their obligations during dispute resolution.

### 21.7 Attorneys' Fees

To the extent permitted by law, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

## ARTICLE XXII

## General Provisions

### 22.1 Entire Agreement

This Agreement and the Program Documents constitute the complete agreement between the parties.

### 22.2 Amendments

He & She MD may modify this Agreement from time to time.

Material changes become effective upon publication through the Company's website, Affiliate Portal, or other reasonable notice.

Continued participation constitutes acceptance.

### 22.3 Electronic Acceptance

Electronic acceptance of this Agreement has the same legal effect as a handwritten signature.

### 22.4 Assignment

Affiliate Partners may not assign this Agreement without prior written consent.

He & She MD may assign this Agreement in connection with mergers, acquisitions, reorganizations, financing transactions, or asset sales.

### 22.5 Force Majeure

Neither party shall be liable for delays caused by events beyond reasonable control, including natural disasters, governmental actions, cyberattacks, internet outages, labor disputes, or failures of third-party providers.

**22.6 Severability**

If any provision is determined unenforceable, the remaining provisions shall remain in full force and effect.

**22.7 Waiver**

Failure to enforce any provision shall not constitute a waiver of future enforcement.

**22.8 Notices**

Official notices may be delivered through:

- email;
- the Affiliate Portal;
- the Company's website; or
- other reasonable communication methods designated by He & She MD.

Affiliate Partners are responsible for maintaining current contact information.

**22.9 Headings**

Article and section headings are provided for convenience only and do not affect interpretation.

**22.10 Survival**

Any provisions intended by their nature to survive termination shall remain enforceable following termination.

**22.11 Contact Information**

Questions regarding this Agreement or the Affiliate Partner Program should be directed to:

**He & She MD**
Operated by **NextGen Telehealth Inc.**

Email: **support@heandshemd.com**

**ACKNOWLEDGMENT**

By applying to and participating in the He & She MD Affiliate Partner Program, the Affiliate Partner acknowledges that they have:

- Read this Agreement in its entirety;
- Reviewed the Affiliate Privacy Policy;
- Reviewed the Healthcare Advertising & FTC Compliance Guide;
- Reviewed the Brand Guidelines;
- Agreed to comply with all Program Documents; and
- Understood that participation in the Program is subject to ongoing compliance with this Agreement.

Acceptance of this Agreement through the He & She MD website or the Affiliate Portal constitutes a legally binding agreement between the Affiliate Partner and NextGen Telehealth Inc.

## HE & SHE MD AFFILIATE PRIVACY POLICY

**Operated by NextGen Telehealth Inc.**
*A Delaware Corporation*
**Document:** He & She MD Affiliate Privacy Policy
**Version:** 1.0
**Effective Date: July 1, 2026**

### Our Commitment to Privacy

At He & She MD, we value the trust of our Affiliate Partners. This Affiliate Privacy Policy ("Privacy Policy") explains how NextGen Telehealth Inc. ("He & She MD," "Company," "we," "our," or "us") collects, uses, shares, stores, and protects information relating to individuals and businesses participating in the He & She MD Affiliate Partner Program (the "Program").

This Privacy Policy applies only to Affiliate applicants and approved Affiliate Partners. It does not replace or modify the Company's Patient Privacy Policy, which governs information collected from patients and users of the He & She MD telehealth platform.

**Effective Date.** This Affiliate Privacy Policy is effective as of **July 1, 2026**, and applies to information collected in connection with the He & She MD Affiliate Partner Program on or after that date.

By applying to or participating in the Program, you acknowledge that you have reviewed and understood this Privacy Policy.

---

## Our Privacy Principles

At He & She MD, privacy is guided by the following principles.

### Transparency

We explain what information we collect, why we collect it, and how it is used.

### Purpose Limitation

We collect only the information reasonably necessary to administer and improve the Affiliate Partner Program and comply with applicable legal obligations.

### Security

We maintain commercially reasonable administrative, technical, physical, and organizational safeguards designed to protect Affiliate information.

### Compliance

We handle Affiliate information in accordance with applicable privacy laws and industry best practices.

**Respect**

We do not sell Affiliate personal information and use Affiliate information only for the legitimate business purposes described in this Privacy Policy.

---

## 1. Information We Collect

Depending on your participation in the Program, we may collect the following categories of information:

- Name, business name, mailing address, email address, telephone number, and other contact information.
- Business information, including websites, marketing channels, social media accounts, audience information, and publicly available business profiles.
- Payment information necessary to process Affiliate commissions.
- Tax information, including IRS Forms W-9 or W-8 and other documentation required for tax reporting.
- Affiliate account information maintained through Everflow or other Affiliate management platforms.
- Referral activity, clicks, conversions, commissions, payment history, campaign participation, and performance metrics.
- Communications between you and the Company, including emails and support requests.
- Device, browser, IP address, cookies, and other technical information collected through the Affiliate Portal and Company websites.

---

## 2. How We Use Your Information

We use Affiliate information to:

- Review Affiliate applications.
- Create and administer Affiliate accounts.
- Track referrals and attribute commissions.
- Process Affiliate payments.
- Provide Program updates and marketing communications.
- Monitor compliance with the Affiliate Partner Program Agreement.
- Detect fraud, abuse, or unauthorized activity.

- Improve the Affiliate Program and Affiliate Portal.
- Maintain accounting, tax, and business records.
- Comply with legal and regulatory obligations.

**Lawful Processing**

We process Affiliate information only where we have a legitimate business purpose, where processing is necessary to administer the Program, perform contractual obligations, comply with legal obligations, protect the security and integrity of the Program, or where otherwise permitted or required by applicable law.

---

## 3. Affiliate Tracking Technologies

The Affiliate Partner Program utilizes industry-standard tracking technologies to attribute referrals and administer commissions.

These technologies may include cookies, tracking links, attribution windows, promotional codes, conversion pixels, analytics tools, server-side tracking, and Everflow tracking technology.

These technologies are used solely to administer the Affiliate Partner Program, attribute referrals, calculate commissions, prevent fraud, improve Program performance, and maintain accurate business records.

Disabling cookies or certain browser privacy settings may affect referral attribution and commission eligibility.

---

## 4. Information Sharing & Service Providers

We may share Affiliate information with:

- Everflow and other Affiliate management platforms.
- Payment processors and financial institutions.
- Tax and accounting service providers.
- Cloud hosting and technology vendors.
- Professional advisors, including legal and accounting professionals.

- Government agencies or regulatory authorities where required by law.
- Successor entities in connection with a merger, acquisition, financing, or sale of assets.

We do **not** sell Affiliate personal information.

We also do **not** disclose Affiliate information except as described in this Privacy Policy, with your consent, or as otherwise authorized or required by applicable law.

---

**5. Data Security**

We maintain commercially reasonable administrative, technical, physical, and organizational safeguards designed to protect Affiliate information from unauthorized access, disclosure, alteration, or destruction.

Although no system can guarantee absolute security, we continually evaluate and improve our security practices.

While we strive to protect Affiliate information, no method of transmission over the Internet or electronic storage is completely secure, and we cannot guarantee absolute security.

If we become aware of a security incident affecting Affiliate information, we will respond in accordance with applicable law.

---

**6. Data Retention**

We retain Affiliate information only for as long as reasonably necessary to:

- Administer the Affiliate Partner Program.
- Process Affiliate commissions.
- Maintain accounting and tax records.
- Detect fraud.
- Resolve disputes.
- Enforce contractual obligations.
- Comply with applicable legal and regulatory requirements.

Retention periods may vary depending upon the nature of the information and applicable legal requirements.

Upon expiration of the applicable retention period, Affiliate information will be securely deleted, anonymized, or otherwise disposed of in accordance with applicable law and the Company's record retention practices.

---

## 7. Your Privacy Rights

Subject to applicable law, Affiliate Partners may request to:

- Access certain personal information maintained by the Company.
- Correct inaccurate or incomplete information.
- Update contact or payment information.
- Modify communication preferences.
- Request deletion of information that is no longer required for legal or legitimate business purposes.

Certain information may be retained where required by law or reasonably necessary to administer the Affiliate Partner Program.

To exercise any of these rights, please contact us using the information provided below. We may request additional information to verify your identity before responding to your request.

---

## 8. Children's Privacy

The Affiliate Partner Program is intended solely for individuals who are at least eighteen (18) years of age.

We do not knowingly collect personal information from individuals under the age of eighteen (18) in connection with the Program. If we become aware that such information has been collected, we will take reasonable steps to delete it in accordance with applicable law.

---

## 9. Changes to this Privacy Policy

We may update this Privacy Policy from time to time.

Material changes may be communicated through:

- The Company website;
- The Affiliate Portal;
- Email; or
- Other reasonable communication methods.

Continued participation in the Program following publication of an updated Privacy Policy constitutes acceptance of the revised Privacy Policy.

---

## 10. Contact Information

Questions regarding this Privacy Policy or the Affiliate Partner Program may be directed to:

**He & She MD**
Operated by NextGen Telehealth Inc.

**Privacy Questions:** support@heandshemd.com

**Website:** www.heandshemd.com

---

## Governing Law

This Privacy Policy shall be governed by the laws of the State of Delaware, except to the extent superseded by applicable privacy laws.

---

## ACKNOWLEDGMENT

By applying to or participating in the He & She MD Affiliate Partner Program, you acknowledge that you have:

- Read this Affiliate Privacy Policy.
- Understood how Affiliate information is collected, used, shared, and protected.
- Acknowledged and accepted the information handling practices described in this Privacy Policy.
- Understood that continued participation in the Program constitutes acceptance of this Privacy Policy, as amended from time to time.
- Acknowledged responsibility for periodically reviewing this Privacy Policy for updates.

Acceptance of this Privacy Policy through the He & She MD website or Affiliate Portal constitutes acknowledgment of this Privacy Policy in connection with participation in the He & She MD Affiliate Partner Program.

---

**© 2026 NextGen Telehealth Inc. All Rights Reserved.**

**HE & SHE MD AFFILIATE MARKETING, ADVERTISING & COMPLIANCE GUIDE**

**Operated by NextGen Telehealth Inc.**
*A Delaware Corporation*

**Effective Date:** July 1, 2026

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## Purpose

The He & She MD Affiliate Marketing, Advertising & Compliance Guide ("Guide") establishes the marketing, advertising, branding, and compliance standards applicable to all Affiliate Partners participating in the He & She MD Affiliate Partner Program ("Program").

This Guide is incorporated by reference into the He & She MD Affiliate Partner Master Agreement and forms part of the contractual obligations of every Affiliate Partner.

The purpose of this Guide is to:

- Protect consumers through truthful and responsible healthcare advertising.
- Maintain consistent He & She MD brand standards.
- Ensure compliance with applicable advertising, healthcare, and consumer protection laws.
- Provide Affiliates with practical guidance for creating compliant marketing content.
- Protect the integrity and reputation of the He & She MD brand.

Failure to comply with this Guide may result in suspension, commission reversals, termination from the Program, and other remedies available under the Affiliate Partner Master Agreement.

---

## Compliance Philosophy

Healthcare advertising carries unique legal, ethical, and regulatory responsibilities.

Unlike many consumer products, He & She MD provides access to prescription healthcare services that require evaluation by licensed healthcare providers.

Affiliate Partners represent the He & She MD brand whenever they publish advertisements, create content, promote treatments, or communicate with prospective patients.

Accordingly, all Affiliate marketing must be:

- Truthful
- Accurate
- Transparent
- Evidence-based
- Respectful
- Consumer-focused
- Consistent with Company policies
- Compliant with applicable laws and platform policies

Our objective is to educate consumers—not to pressure, mislead, or create unrealistic expectations regarding healthcare outcomes.

---

**Guiding Principles**

Every marketing communication should reinforce the following principles.

**1. Accuracy**

Marketing materials must accurately describe He & She MD services.

Affiliates must never exaggerate benefits, misrepresent treatment availability, or omit information necessary for consumers to make informed decisions.

Medical claims should always be truthful, balanced, and supported by appropriate evidence where required.

---

**2. Transparency**

Affiliate relationships must always be disclosed in accordance with applicable FTC guidance.

Consumers should clearly understand when content is sponsored or when an Affiliate may receive compensation.

Transparency builds trust and protects both consumers and the He & She MD brand.

---

**3. Respect**

Healthcare marketing should educate and inform.

Affiliates should avoid:

- Fear-based messaging
- Shame-based messaging
- Unrealistic body expectations
- Misleading urgency
- High-pressure sales tactics

Consumers should feel empowered to make informed healthcare decisions.

---

**4. Medical Integrity**

Only licensed healthcare providers determine treatment eligibility.

Affiliate Partners may explain the Company's services but may never:

- diagnose medical conditions;
- recommend prescription medications;
- interpret laboratory results;
- adjust medication dosages;
- provide individualized medical advice; or
- imply that treatment is guaranteed.

Medical decisions remain exclusively between the patient and the licensed healthcare provider.

---

**5. Brand Consistency**

All Affiliate marketing should reinforce the premium positioning of He & She MD.

Marketing should consistently feel:

- Premium
- Modern
- Educational
- Trustworthy
- Consumer-friendly
- Wellness-focused
- Mobile-first
- Professionally designed

Affiliates must follow the He & She MD Brand Standards Guide when creating marketing materials.

---

**Applicable Laws & Platform Policies**

Affiliate marketing activities must comply with all applicable federal, state, and local laws, regulations, and platform policies, including, where applicable:

- Federal Trade Commission (FTC) Endorsement Guides
- Federal Trade Commission Act
- U.S. Food and Drug Administration (FDA) advertising requirements
- CAN-SPAM Act
- Telephone Consumer Protection Act (TCPA)
- State consumer protection laws
- State healthcare advertising regulations
- Meta Advertising Standards
- Google Ads Healthcare & Medicines Policy
- TikTok Advertising Policies
- Other applicable platform advertising policies

Affiliates are responsible for remaining familiar with changes to these laws and platform policies.

---

**Approved Marketing Messages**

The following messages accurately describe the He & She MD platform and are generally approved for Affiliate use.

**Healthcare Platform**

- Premium digital healthcare platform
- Doctor-guided care
- Personalized treatment plans
- Licensed healthcare providers
- Convenient online care
- Mobile-first healthcare experience
- Modern preventative healthcare

---

**Medical Weight Loss**

- Prescription weight loss made simple.
- Personalized GLP-1 treatment plans.
- Doctor-guided medical weight loss.
- Medical weight loss designed around you.
- Convenient online evaluation.

---

**Longevity**

- Personalized longevity care.
- Wellness designed for the long term.
- Optimize how you age.
- Science-backed wellness solutions.

---

**Hormone Therapy**

- Personalized hormone optimization.
- Restore hormonal balance.
- Doctor-guided hormone care.

---

**Performance**

- Performance health designed around you.
- Personalized men’s performance care.
- Feel stronger. Recover smarter.

---

**Hair Growth**

- Personalized hair restoration.
- Hair health supported by licensed providers.
- Regrow confidence.

---

**Sexual Health**

- Modern sexual wellness.
- Discreet online care.
- Personalized treatment options.

---

**Approved Calls-to-Action**

Affiliates are encouraged to use the following approved calls-to-action:

- Start your free assessment
- See if you qualify
- Get Started
- Learn More
- Explore Treatments
- Begin Your Online Visit
- Talk with a Licensed Provider

The use of alternative calls-to-action should remain consistent with the Company’s Brand Standards and avoid misleading or exaggerated language.

---

**Approved vs. Prohibited Examples**

The following examples are provided for illustrative purposes only.

He & She MD may approve or reject marketing materials based upon applicable law, platform policies, specific facts, and Company standards.

---

**Weight Loss Claims**

✅ **Approved Example**

“See if you qualify for a personalized weight loss treatment plan reviewed by a licensed healthcare provider.”

**Why it’s compliant**

This statement accurately describes the Company’s services without promising eligibility or specific outcomes.

---

❌ **Prohibited Example**

“Lose 30 pounds in 30 days—guaranteed!”

**Why it’s prohibited**

This statement guarantees a medical outcome, creates unrealistic expectations, and is not supported by appropriate evidence.

---

**Treatment Eligibility**

✅ **Approved Example**

“Treatment eligibility is determined by a licensed healthcare provider after reviewing your medical history and clinical information.”

**Why it’s compliant**

It accurately reflects the medical evaluation process.

---

### ❌ Prohibited Example

“Everyone qualifies.”

**Why it’s prohibited**

Treatment eligibility varies by individual and must be determined by a licensed healthcare provider.

---

**Pricing Claims**

### ✅ Approved Example

“Only charged if prescribed.”

**Why it’s compliant**

This accurately reflects the Company’s patient onboarding and billing process.

---

### ❌ Prohibited Example

“Free prescription medication.”

**Why it’s prohibited**

Prescription medications are not provided free of charge, and this statement may mislead consumers.

---

**GLP-1 Medications**

### ✅ Approved Example

“Compounded GLP-1 medications may be available where permitted following evaluation by a licensed healthcare provider.”

**Why it’s compliant**

This accurately describes the Company's process without implying FDA approval, guaranteed eligibility, or universal availability.

---

❌ **Prohibited Example**

"FDA-approved compounded semaglutide."

**Why it's prohibited**

Compounded medications are not FDA-approved.

---

**Medical Advice**

✅ **Approved Example**

"Speak with a licensed healthcare provider to determine whether treatment may be appropriate for you."

**Why it's compliant**

Medical decisions remain between the patient and a licensed healthcare provider.

---

❌ **Prohibited Example**

"You should definitely take Tirzepatide."

**Why it's prohibited**

Affiliates may not provide individualized medical advice or recommend prescription medications.

---

**PART 2**

**Prohibited Claims**

Affiliate Partners may **not** make statements that are false, misleading, deceptive, unsubstantiated, or inconsistent with applicable healthcare advertising standards.

Examples of prohibited claims include, but are not limited to:

- Guaranteed weight loss
- Guaranteed treatment approval
- Everyone qualifies
- Instant prescription approval
- Miracle drug
- Cure obesity
- Cure diabetes
- Permanent results
- Zero risk
- No side effects
- FDA-approved compounded medications
- Better than your doctor
- Doctors guarantee approval
- Works for everyone
- Fastest way to lose weight
- The safest GLP-1 available
- No medical review required

Affiliates are prohibited from creating marketing materials that imply certainty where medical evaluation is required.

---

**Approved vs. Prohibited Examples**

**Guarantees**

✅ **Approved Example**

“Every patient receives an individualized medical evaluation before treatment eligibility is determined.”

**Why it’s compliant**

Treatment decisions are made individually by licensed healthcare providers.

---

### ❌ Prohibited Example

“Everyone who applies gets approved.”

**Why it’s prohibited**

Approval cannot be guaranteed.

---

**Medical Outcomes**

### ✅ Approved Example

“Individual treatment outcomes vary.”

**Why it’s compliant**

It accurately communicates that patient experiences differ.

---

### ❌ Prohibited Example

“You’ll lose weight within the first week.”

**Why it’s prohibited**

Specific medical outcomes cannot be guaranteed.

---

**Medical Claims**

Affiliate Partners may describe:

- the Company’s telehealth platform;
- the patient onboarding process;
- treatment categories offered;
- educational healthcare information;

- provider-guided care;
- convenience of online treatment.

Affiliate Partners may **not**:

- diagnose medical conditions;
- recommend prescription medications;
- prescribe treatments;
- adjust medication dosages;
- interpret laboratory results;
- discourage physician care;
- replace medical advice.

Affiliates should always encourage prospective patients to consult licensed healthcare providers regarding treatment decisions.

---

**Required Healthcare Disclaimers**

Depending upon the advertisement, one or more of the following disclosures should accompany promotional materials.

**General**

Treatment eligibility is determined by a licensed healthcare provider.

---

**Prescription Treatments**

Prescription products require medical evaluation. Not all applicants qualify.

---

**Testimonials**

Individual results vary.

---

**Before-and-After Photography**

Results shown are individual experiences and may not be typical.

---

**Affiliate Compensation**

I may receive compensation if you purchase through my affiliate link.

---

**Before-and-After Photography**

Because healthcare marketing is highly regulated, before-and-after images require special care.

Affiliates may only publish before-and-after photographs that:

- have been approved by He & She MD;
- accurately represent genuine patient experiences;
- include required disclosures;
- comply with applicable laws and platform policies.

Affiliates may not publish:

- fabricated transformations;
- misleading photo edits;
- AI-generated patient transformations;
- exaggerated image manipulation;
- unapproved patient images.

---

**Approved vs. Prohibited Examples**

✅ **Approved Example**

A Company-approved patient image accompanied by:

“Results vary. Treatment eligibility is determined by a licensed healthcare provider.”

---

### ❌ Prohibited Example

An AI-generated transformation image implying guaranteed weight loss.

---

### Testimonials & Reviews

Testimonials should accurately reflect genuine patient experiences.

Affiliates may:

- share approved testimonials;
- discuss their own authentic experiences;
- use Company-approved patient stories.

Affiliates may not:

- fabricate testimonials;
- purchase fake reviews;
- encourage deceptive reviews;
- selectively edit testimonials to create misleading impressions.

---

### Approved vs. Prohibited Examples

### ✅ Approved Example

“I lost 22 pounds over four months while following my provider’s treatment plan. Individual results vary.”

---

### ❌ Prohibited Example

“Everyone will lose at least 20 pounds.”

---

### Social Media Marketing

Permitted platforms include:

- Instagram
- Facebook
- TikTok
- YouTube
- X
- Pinterest
- LinkedIn

Affiliate content should remain:

- educational;
- professional;
- transparent;
- respectful;
- consistent with Company Brand Standards.

Affiliates should avoid sensationalism and misleading clickbait.

---

**Approved vs. Prohibited Examples**

✅ **Approved Example**

“I’ve partnered with He & She MD to share my experience with their online healthcare platform.”

---

❌ **Prohibited Example**

“Doctors guarantee you’ll qualify.”

---

**FTC Disclosure Requirements**

Affiliate relationships must always be disclosed clearly and conspicuously.

Examples include:

- #Ad
- #Sponsored
- Sponsored by He & She MD
- I may receive compensation if you purchase through my affiliate link.

FTC disclosures should:

- appear near Affiliate links;
- be easy to notice;
- not be hidden among hashtags;
- remain visible across all devices.

---

**Approved vs. Prohibited Examples**

✅ **Approved Example**

“I’ve partnered with He & She MD. If you purchase through my link, I may receive compensation. #Ad”

---

❌ **Prohibited Example**

Publishing Affiliate links without any disclosure.

---

**Email Marketing**

Affiliate email campaigns must comply with the CAN-SPAM Act and applicable laws.

Emails should:

- accurately identify the sender;
- contain truthful subject lines;
- include a functioning unsubscribe mechanism where required;

- avoid deceptive or misleading statements.

Purchased email lists may not be used without prior Company approval.

---

**Approved vs. Prohibited Examples**

✅ **Approved Example**

**Subject:**

Explore Doctor-Guided Weight Loss with He & She MD

---

❌ **Prohibited Example**

**Subject:**

Your Prescription Has Already Been Approved

when no medical evaluation has occurred.

---

**SMS Marketing**

Affiliate Partners must comply with:

- TCPA
- applicable state laws
- carrier requirements

Recipients must provide appropriate consent before receiving promotional SMS communications.

---

**Paid Advertising**

Paid advertising may only be conducted in accordance with Company policies.

Affiliate Partners may not:

- bid on Company trademarks;
- impersonate Company advertisements;
- use deceptive display URLs;
- create misleading landing pages.

Paid search campaigns utilizing Company trademarks require prior written approval.

---

**Approved vs. Prohibited Examples**

✅ **Approved Example**

Bidding on:

- doctor-guided weight loss
- online GLP-1 consultation
- personalized weight loss care

---

❌ **Prohibited Example**

Bidding on:

- He & She MD
- He and She MD
- He+She MD

---

**Search Engine Optimization (SEO)**

Affiliates may publish educational healthcare content that is accurate, balanced, and helpful.

Affiliates may not:

- publish false medical information;

- create deceptive comparison sites;
- operate fake review websites;
- use misleading SEO practices.

---

**Coupon & Promotion Websites**

Affiliates may publish only Company-authorized promotions.

Expired promotions should be removed promptly.

Unauthorized coupon codes are prohibited.

---

**Influencer Marketing**

Influencers must:

- disclose sponsored relationships;
- accurately describe personal experiences;
- avoid unsubstantiated medical claims;
- comply with FTC endorsement guidance.

---

**Artificial Intelligence**

Artificial Intelligence tools may assist with content creation.

However, Affiliates remain solely responsible for ensuring all published content:

- is accurate;
- complies with this Guide;
- contains no fabricated medical claims;
- accurately reflects Company-approved messaging.

AI-generated patient stories, reviews, testimonials, or medical outcomes are prohibited.

---

**Intellectual Property**

Affiliates may use only Company-approved:

- logos;
- trademarks;
- graphics;
- videos;
- product images;
- landing pages;
- marketing copy.

No Company intellectual property may be modified without prior written approval.

---

**Brand Standards**

All marketing materials must comply with the He & She MD Brand Standards Guide.

This includes:

- typography;
- logos;
- colors;
- imagery;
- tone of voice;
- product photography;
- website standards;
- user interface standards.

Failure to follow Brand Standards may require removal or revision of marketing materials.

**Compliance Monitoring**

To protect patients, Affiliate Partners, and the He & She MD brand, the Company reserves the right to monitor Affiliate marketing activities at any time.

Monitoring may include review of:

- Websites
- Landing pages
- Blogs
- Social media content
- Videos
- Podcasts
- Email campaigns
- SMS campaigns
- Paid advertisements
- Display advertising
- Search engine marketing
- Promotional materials
- Affiliate links
- Marketing creatives

Affiliates agree to cooperate with reasonable compliance reviews conducted by the Company.

---

**Requests for Correction**

If the Company determines that Affiliate marketing materials do not comply with this Guide, the Affiliate Partner may be instructed to:

- modify the content;
- remove the content;
- add required disclosures;
- correct inaccurate statements;
- discontinue a marketing campaign; or
- cease use of specific creative assets.

Unless an immediate removal is required due to legal or regulatory concerns, Affiliates are generally expected to address requested corrections within **five (5) business days** of receiving notice.

---

**Violations**

Violations of this Guide may result in one or more of the following actions:

- Written warning
- Temporary suspension
- Removal of marketing materials
- Reversal of commissions
- Withholding of unpaid commissions where permitted under the Affiliate Partner Master Agreement
- Permanent removal from the Affiliate Partner Program
- Termination of the Affiliate Partner Master Agreement
- Legal action where appropriate

The Company reserves the right to determine the appropriate corrective action based upon the nature and severity of the violation.

---

**Reporting Compliance Concerns**

Affiliate Partners are encouraged to notify the Company if they become aware of:

- misleading advertisements;
- inaccurate medical claims;
- misuse of Company trademarks;
- unauthorized coupon codes;
- impersonation of He & She MD;
- fake testimonials;
- fraudulent marketing practices; or
- other activities that may harm consumers or the Company.

Reports may be submitted confidentially.

**Compliance Questions**

support@heandshemd.com

www.heandshemd.com

---

**Updates to this Guide**

The Company may revise this Guide from time to time to reflect:

- changes in applicable law;
- FTC guidance;
- FDA guidance;
- platform advertising policies;
- Company products and services;
- Company marketing strategies; or
- other operational needs.

The most current version will be made available through the Affiliate Portal or Company website.

Continued participation in the Affiliate Partner Program following publication of an updated Guide constitutes acceptance of the revised version.

---

**Relationship to Other Program Documents**

This Guide should be read together with:

- He & She MD Affiliate Partner Master Agreement
- He & She MD Affiliate Privacy Policy
- He & She MD Brand Standards Guide
- Commission Schedule
- Affiliate Portal Policies
- Other Program Documents published by the Company

In the event of any conflict between this Guide and the Affiliate Partner Master Agreement, the Affiliate Partner Master Agreement shall control unless otherwise expressly stated.

---

**Acknowledgment**

By participating in the He & She MD Affiliate Partner Program, each Affiliate Partner acknowledges that they have:

- Read this Affiliate Marketing, Advertising & Compliance Guide;
- Understood the advertising, marketing, and compliance requirements applicable to the Program;

- Agreed to comply with this Guide;
- Understood that this Guide may be updated periodically;
- Accepted responsibility for periodically reviewing updated versions of this Guide; and
- Understood that violations of this Guide may result in corrective action under the Affiliate Partner Master Agreement.

This Guide is incorporated by reference into the He & She MD Affiliate Partner Master Agreement.

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**Appendix A**

**He & She MD Approved Messaging Library**

**Version 1.0**

**Effective Date:** July 1, 2026

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**Purpose**

This Appendix provides Company-approved marketing language, disclosures, calls-to-action, headlines, and messaging examples that Affiliate Partners may use when promoting He & She MD.

Affiliates are encouraged to use these materials whenever possible to maintain brand consistency, improve consumer understanding, and reduce compliance risk.

The Company may update this Appendix periodically.

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**1. Brand Positioning**

Position He & She MD as:

- Premium digital healthcare
- Doctor-guided care
- Personalized treatment

- Evidence-based medicine
- Trusted healthcare partner
- Wellness-focused
- Consumer-friendly
- Mobile-first healthcare
- Long-term health partner

Avoid positioning He & She MD as:

- A miracle weight-loss company
- A supplement company
- A pharmaceutical manufacturer
- A discount telehealth provider
- A quick-fix solution
- A guaranteed-results program

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## 2. Approved Headlines

### Medical Weight Loss

- Lose the weight. Keep it off. All in one App.
- Doctor-guided medical weight loss.
- Prescription weight loss made simple.
- Personalized GLP-1 treatment plans.
- Medical weight loss designed around you.

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### Longevity

- Optimize how you age.
- Personalized longevity care.
- Wellness designed for the long term.
- Age smarter with doctor-guided care.

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### Hormone Optimization

- Restore hormonal balance.
- Personalized hormone optimization.
- Feel like yourself again.

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**Performance**

- Optimize your performance.
- Personalized performance care.
- Feel stronger. Recover smarter.

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**Hair Growth**

- Personalized hair restoration.
- Hair care backed by licensed providers.
- Regrow confidence.

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**Sexual Health**

- Modern sexual wellness.
- Personalized intimate healthcare.
- Discreet online treatment.

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**3. Approved Calls-to-Action**

Use the following approved calls-to-action whenever possible:

- Start your free assessment
- See if you qualify
- Explore treatments
- Learn more
- Get Started
- Begin your online visit
- Talk with a licensed provider

Avoid:

- Buy Now
- Guaranteed Results
- Claim Your Cure
- Instant Prescription
- Miracle Weight Loss

---

## 4. Approved Product Messaging

Affiliates may accurately state:

- Licensed healthcare providers review every patient.
- Treatment eligibility is determined through a medical evaluation.
- Personalized treatment plans.
- Convenient online care.
- Fast, discreet delivery.
- Ongoing provider support.
- Prescription treatment where clinically appropriate.
- Only charged if prescribed.

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## 5. Required Healthcare Disclaimers

### General

Treatment eligibility is determined by a licensed healthcare provider.

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### Prescription Treatments

Prescription required. Not all applicants qualify.

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### Testimonials

Individual results vary.

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**Before-and-After Images**

Results shown are individual experiences and may not be typical.

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**Affiliate Disclosure**

I may receive compensation if you purchase through my affiliate link.

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**6. FTC Disclosure Examples**

**Instagram**

I partnered with He & She MD. If you sign up through my link, I may receive compensation. #Ad

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**TikTok**

Sponsored by He & She MD.

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**Facebook**

This post contains affiliate links. I may earn a commission if you make a purchase through my link.

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**Blog**

Disclosure: This article contains affiliate links. I may receive compensation if purchases are made through those links.

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## 7. Approved Social Media Captions

### Caption 1

Looking for doctor-guided weight loss? He & She MD offers personalized treatment plans reviewed by licensed healthcare providers. Start your free assessment today.

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### Caption 2

Weight loss isn’t one-size-fits-all. Learn whether a personalized treatment plan may be right for you.

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### Caption 3

Convenient online care. Licensed providers. Fast, discreet delivery. Explore He & She MD today.

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## 8. Approved Hashtags

- #HeAndSheMD
- #MedicalWeightLoss
- #GLP1
- #Longevity
- #HormoneHealth
- #Wellness
- #Telehealth
- #DoctorGuided

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## 9. Approved Medical Claims

Affiliates may accurately state:

- Doctor-guided care

- Licensed healthcare providers
- Personalized treatment plans
- Online medical evaluations
- Ongoing provider support
- Fast, discreet delivery
- Prescription treatment where clinically appropriate
- Only charged if prescribed

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**10. Claims Requiring Prior Written Approval**

Obtain written approval before publishing content involving:

- Clinical studies
- Medical statistics
- Drug comparisons
- Success rates
- Weight-loss percentages
- Before-and-after photography
- Patient testimonials not supplied by He & She MD
- AI-generated patient imagery
- Media interviews on behalf of the Company

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**11. Prohibited Claims**

Never state or imply:

- Guaranteed weight loss
- Guaranteed approval
- Miracle drug
- Cure obesity
- Cure diabetes
- Everyone qualifies
- FDA-approved compounded medications
- Permanent results
- Zero risk
- No side effects
- Doctors guarantee approval

- Works for everyone

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### 12. Approved Creative Assets

Use only Company-approved:

- Logos
- Product photography
- Lifestyle photography
- Videos
- Landing pages
- Banner advertisements
- Social media graphics
- Email templates

Refer to the He & She MD Brand Standards Guide for complete visual identity requirements.

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### Questions

Questions regarding advertising compliance or approved messaging may be directed to:

### Compliance Questions

support@heandshemd.com

www.heandshemd.com

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