

IQONIC LIFE

AFFILIATE TERMS AND CONDITIONS

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Version: V1

IMPORTANT NOTICE

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION AND A CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

PLEASE READ THESE TERMS CAREFULLY.

1. AGREEMENT

These Affiliate Terms and Conditions (“Agreement”) constitute a legally binding agreement between you (“Affiliate,” “you,” or “your”) and: **Icon Academy LLC**, 3500, South Dupont Hwy, Dover, Delaware 19901, United States, (“IQONIC,” “Icon Academy,” “Company,” “we,” “us,” or “our”).

This Agreement governs your participation in the Icon Academy Affiliate Program and incorporates by reference:

- The Policies and Procedures
- The Compensation Plan
- The Privacy Policy
- The Brand Protection Policy
- Any compliance guidelines issued by Icon Academy

Your Affiliate status becomes effective on the date:

1. Your enrollment is accepted by IQONIC; and
2. Your initial payment and first recurring subscription fee are successfully processed (“Effective Date”).

Icon Academy reserves the right to accept or reject any application in its sole discretion.

2. INDEPENDENT CONTRACTOR STATUS

Affiliate is an independent contractor and not an employee, partner, agent, franchisee, joint venturer, or legal representative of Icon Academy.

Nothing in this Agreement creates an employment, partnership, agency, or fiduciary relationship.

Affiliate has no authority to bind the Company or incur obligations on its behalf.

Affiliate is solely responsible for:

- Taxes
- Licenses
- Regulatory compliance
- Business expenses

Affiliate acknowledges that participation in the Affiliate Program does not create any ownership interest in the Company.

3. MARKETING REPRESENTATIONS AND REGULATORY COMPLIANCE

3.1 Authorized Positioning of Services

Affiliate agrees to market Icon Academy services accurately and in strict accordance with Company policies.

Affiliate shall clearly represent that Icon Academy provides educational services only.

Affiliate shall not represent or imply that Icon Academy:

- Provides investment advice
- Provides financial advice
- Provides tax advice
- Acts as a broker-dealer
- Acts as an investment adviser
- Acts as a commodity trading advisor
- Executes trades
- Manages funds
- Provides portfolio management
- Provides trading signals for execution
- Supervises or monitors customer trading activity
- Receives compensation from brokers or trading platforms based on trading activity
- Provides regulated financial services

Affiliate acknowledges that neither Icon Academy LLC nor Affiliate is registered as a broker-dealer, investment adviser, or commodity trading advisor in connection with IQONIC services, and Affiliate agrees not to imply otherwise in any communication or marketing activity.

Affiliate shall not characterize Company services as advisory, managed, guaranteed, or performance-based financial services.

3.2 Prohibited Earnings and Lifestyle Representations

Affiliate shall not make, publish, communicate, or imply:

- Earnings claims (express or implied)
- Income projections
- Guaranteed results
- Typical or average income representations
- Statements implying low-risk or predictable trading success
- Claims of “financial freedom,” “passive income,” “residual income,” or “quit your job”
- Lifestyle depictions implying wealth, luxury vehicles, travel, or financial independence resulting from participation

Compensation is earned solely from bona fide sales of services to customers.

Affiliate acknowledges that participation in the Affiliate Program does not involve the purchase of securities, investment contracts, or any passive investment vehicle.

No compensation is paid solely for recruiting or enrolling Affiliates absent corresponding lawful sales activity.

Affiliate acknowledges that earnings vary and depend entirely on individual effort and compliance.

Affiliate acknowledges that most Affiliates earn modest or supplemental income.

Affiliate acknowledges that failure to comply with earnings representation rules may result in regulatory exposure and immediate termination.

3.3 No Personalized Advice or Trade Direction

Affiliate shall not:

- Provide individualized financial, investment, or trading advice
- Analyze specific portfolios
- Recommend specific securities or digital assets
- Instruct customers when to enter or exit trades

- Provide entry or exit timing
- Represent themselves as financial advisers
- Suggest that customer trading activity is directed, supervised, or managed by Icon Academy

Affiliate may share general educational information only.

3.4 Independent Decision Representation

Affiliate shall represent that all trading decisions are made independently by customers through third-party platforms not affiliated with Icon Academy.

Affiliate shall not imply that Icon Academy supervises, manages, evaluates, or directs customer trading performance for advisory, suitability, or regulatory purposes.

4. ELIGIBILITY

To qualify as an Affiliate, you must:

- Be at least eighteen (18) years of age
- Have legal capacity to contract
- Be legally authorized to conduct business in your jurisdiction
- Provide accurate and truthful registration information

Icon Academy may request verification documentation at any time.

5. COMPENSATION

Commissions are paid in accordance with the Compensation Plan, as amended from time to time.

Affiliate must remain active, compliant, and in good standing to qualify for commissions.

Icon Academy may:

- Withhold commissions pending investigation
- Offset amounts owed
- Claw back commissions paid within the prior one hundred twenty (120) days for refunds, chargebacks, cancellations, regulatory violations, or policy breaches

Compensation is based solely on lawful sales of Company services to customers.

Affiliate acknowledges that no compensation is paid solely for recruitment.

5. INACTIVITY

If an Affiliate does not maintain an active subscription and remain in good standing for more than three (3) consecutive billing cycles, the Affiliate account will be deemed inactive.

An inactive Affiliate account will lose access to the back office, eligibility for commissions, rank recognition, and participation privileges under the Compensation Plan.

To resume participation after inactivity, the individual must submit a new enrollment application and pay the then-current enrollment fee, together with the applicable subscription fee in effect at the time of re-enrollment. Reactivation is subject to Company approval.

An Affiliate who re-enrolls following inactivity will be assigned a new position in the genealogy and will not retain or reclaim their former placement, rank, volume, or organizational structure. This provision is intended to preserve Compensation Plan integrity and prevent stacking or structural manipulation.

6. REFUNDS AND CANCELLATION

Affiliate may cancel within seven (7) calendar days of enrollment for a full refund of enrollment fees, where required by applicable law.

Cryptocurrency payments are non-refundable except where prohibited by law.

After seven (7) days, fees are non-refundable unless otherwise required by law.

Affiliate Management Kit (AMK) fees renew every twenty-eight (28) days.

To avoid additional charges, cancellation requests must be submitted at least four (4) working days prior to the next renewal date. Failure to provide timely notice may result in the Affiliate Management Kit subscription renewing and applicable charges being applied.

These Terms and Conditions are effective from the Effective Date unless and until terminated by you or IQONIC.

You may terminate your Membership at any time by:

- Canceling through your back office; or
- **Contact Support via live chat or by emailing the designated support address at: Support@iqonic.life.**

7. TERM AND TERMINATION

This Agreement operates on a rolling twenty-eight (28) day period beginning on the Effective Date.

Icon Academy may terminate or suspend this Agreement:

- Immediately for breach
- Immediately for regulatory, legal, compliance, or reputational risk
- Immediately for violation of marketing or earnings claim policies
- Immediately for conduct that could expose the Company to securities, investment adviser, or broker-dealer regulatory risk
- With thirty (30) days' notice for convenience

Upon termination:

- Commission rights cease immediately
- Clawback provisions remain enforceable
- Confidentiality, non-solicitation, dispute resolution, limitation of liability, and indemnification provisions survive
- Affiliate shall immediately cease all use of Company intellectual property

Icon Academy reserves the right to combine or omit progressive disciplinary steps depending on the severity of the violation.

8. NON-SOLICITATION

During the term of this Agreement and for twelve (12) months following termination, Affiliate shall not:

- (a) Solicit Company customers for competing services
- (b) Recruit Company Affiliates or customers into competing programs
- (c) Promote competing educational trading platforms to Company customers
- (d) Use confidential information to compete

Affiliate acknowledges that these restrictions are reasonable and necessary to protect Company goodwill and proprietary information.

9. INTELLECTUAL PROPERTY

All materials, trademarks, service marks, logos, content, videos, artificial intelligence tools, software, educational materials, compensation structures, proprietary documents, and confidential information are the exclusive property of IQONIC.

Affiliate may not, without prior written consent:

- Copy
- Record
- Redistribute
- Resell
- Reproduce
- Publicly display
- Modify
- Create derivative works

Affiliate shall not register domain names, social media handles, or business entities containing Company trademarks.

Unauthorized use may result in immediate termination and legal action.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Icon Academy's total aggregate liability arising out of or relating to this Agreement shall not exceed the total commissions paid to Affiliate during the six (6) months immediately preceding the event giving rise to the claim.

Nothing in this Section limits liability to the extent prohibited by law, including fraud or willful misconduct.

Under no circumstances shall Icon Academy be liable for:

- Indirect damages
- Incidental damages
- Consequential damages
- Lost profits
- Lost business opportunities
- Regulatory penalties incurred by Affiliate
- Trading losses

Affiliate acknowledges that Affiliate acts independently and assumes full responsibility for business decisions and regulatory compliance.

11. LIMITATION PERIOD

Any claim arising out of or relating to this Agreement must be commenced within one (1) year after the cause of action arises or it shall be permanently barred.

12. DISPUTE RESOLUTION / BINDING ARBITRATION / CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY.

A. Agreement to Arbitrate

Except for claims eligible for small claims court, any dispute arising out of or relating to this Agreement shall be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

The Federal Arbitration Act governs this arbitration agreement.

B. Delegation Clause

The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to interpretation, applicability, enforceability, or formation of this arbitration agreement.

C. Informal Resolution Requirement

Before initiating arbitration, the initiating party must provide written notice describing the claim and requested relief.

The parties agree to attempt good-faith resolution for forty-five (45) days before arbitration may begin.

D. Location

Unless otherwise agreed, arbitration shall occur in the State of Delaware or via remote proceeding.

E. Individual Arbitration; No Class or Representative Proceedings

To the fullest extent permitted by applicable law, any dispute, claim, or controversy arising out of or relating to this Agreement, the Policies & Procedures, the Compensation Plan (if applicable), the Services, or participation in any Company program shall be resolved exclusively through binding arbitration on an individual basis.

All claims must be brought solely in the individual capacity of the claimant.

The parties agree that:

- No class actions are permitted.
- No collective actions are permitted.
- No representative actions are permitted.

- No consolidated or coordinated proceedings are permitted.
- No mass arbitration or joinder of multiple claimants is permitted.

The arbitrator shall have no authority to consolidate claims, preside over any form of representative or group proceeding, or conduct class or mass arbitration.

If any portion of this provision is determined to be unenforceable as to a particular claim, such claim shall proceed in a court of competent jurisdiction on an individual basis only, and the remainder of the arbitration agreement shall remain enforceable.

This provision is material and essential to the Agreement. To the extent any portion of the class, collective, representative, consolidated, coordinated, or mass arbitration waiver is determined by a court of competent jurisdiction to be unenforceable, the parties agree that disputes shall proceed in individual arbitration to the maximum extent permitted by applicable law.

F. Jury Trial Waiver

To the fullest extent permitted by applicable law, each party waives the right to trial by jury.

G. Small Claims Exception

Either party may bring qualifying claims in small claims court.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

The Federal Arbitration Act governs the arbitration provisions herein.

14. MODIFICATIONS

Icon Academy may modify this Agreement by providing notice via:

- Email
- Website posting
- Affiliate back office notice

Unless otherwise required by law, modifications become effective thirty (30) days after notice.

Continued participation after notice constitutes acceptance.

No modification applies retroactively to disputes arising prior to the effective date.

Nothing in this Agreement shall be construed as limiting the Company's right to modify policies or take action as necessary to comply with regulatory guidance, governmental directives, or applicable law.

15. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions remain in full force and effect.

The invalid provision shall be reformed to the minimum extent necessary to render it enforceable while preserving intent.

16. WAIVER

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

Any waiver must be in writing and signed by an authorized representative.

17. ASSIGNMENT

Affiliate may not assign, transfer, or delegate this Agreement without prior written consent of Icon Academy.

Icon Academy may assign this Agreement without restriction.

This Agreement shall bind successors and permitted assigns.

18. NOTICES

Notices to Icon Academy shall be sent to:

Icon Academy LLC
3500 South Dupont Hwy
Dover, Delaware 19901
United States

Notices may also be sent electronically to the designated support email address.

IQONIC may provide notices to you via:

- Email
- Website posting
- Customer portal notification
- Regular mail

Reports may also be submitted through any official compliance reporting channel designated by the Company, including anonymous reporting portals if established.

Electronic notices shall be deemed effective upon transmission.

Compliance Reporting; Anonymous Reporting; Non-Retaliation.

Icon Academy maintains a compliance program and actively monitors marketing conduct and regulatory adherence.

Affiliates and third parties may report suspected policy violations, improper earnings claims, misleading marketing, unauthorized trading representations, cross-recruiting, or regulatory concerns to compliance@iqonic.life or through any official compliance reporting channel designated by the Company, including anonymous reporting portals if established.

Reports may be submitted anonymously. Affiliates are encouraged to provide sufficient detail to enable reasonable review.

Affiliates agree to cooperate fully with any compliance inquiry and to promptly remediate identified issues.

Icon Academy prohibits retaliation against any individual who submits a report in good faith.

Nothing in this provision creates a fiduciary duty, investigative guarantee, employment relationship, or special legal status between the reporting party and the Company. The Company retains sole discretion regarding the evaluation and resolution of compliance matters.

19. FORCE MAJEURE

Icon Academy shall not be liable for delay or failure to perform due to causes beyond its reasonable control, including but not limited to:

- Natural disasters
- Government actions
- Regulatory changes
- Platform outages
- Cybersecurity incidents
- Internet failures
- Acts of war or terrorism

Performance shall be excused for the duration of such events.

20. ELECTRONIC SIGNATURE AND CONSENT

By enrolling, Affiliate consents to electronic communications and agrees that electronic records and signatures are legally binding.

21. ACKNOWLEDGMENT

BY ENROLLING AS AN AFFILIATE, YOU ACKNOWLEDGE THAT:

- You have read this Agreement
- You understand it
- You agree to comply with all compliance requirements
- You will not engage in activity requiring investment adviser or broker-dealer registration
- You will not make earnings or lifestyle claims
- You accept full responsibility for independent business conduct

LEGAL ENTITY

IQONIC LIFE is operated by **Icon Academy LLC**, a Delaware limited liability company, located at:

3500 South Dupont Hwy
Dover, Delaware 19901
United States

E-Mail: support@iqonic.life

All references to “IQONIC,” “IQONIC LIFE,” or “Company” mean Icon Academy LLC.