

IQONIC LIFE

STATEMENT OF POLICIES & PROCEDURES

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STATEMENT OF POLICIES & PROCEDURES

1. INTRODUCTION

1.1 Purpose. IQONIC's success depends on honest, compliant conduct by Affiliates. These Policies establish the rules that protect customers, Affiliates, and the Company, ensure truthful marketing, and preserve the integrity of the Compensation Plan.

1.2 Compliance Expectation. Affiliates must comply with these Policies at all times, including in private communications, group chats, events, webinars, social media, funnels, and third-party sites. Compliance is a condition of participation.

1.3 Consumer Protection Priority. IQONIC expects Affiliates to market responsibly, avoid deception, and avoid claims that could mislead consumers regarding earnings, lifestyle outcomes, or the nature of IQONIC services.

2. INCORPORATION, HIERARCHY, AND ACCEPTANCE

2.1 Incorporation. These Policies are incorporated by reference into the Agreement.

2.2 Hierarchy. If there is a conflict between these Policies and the Affiliate Agreement, the Affiliate Agreement controls unless expressly stated otherwise.

2.3 Electronic Acceptance. Participation in IQONIC, including use of the back office, acceptance of commissions, or continued marketing activity, constitutes acceptance of these Policies and any amendments.

3. AMENDMENTS AND COMPANY DISCRETION

3.1 Right to Amend. IQONIC may amend the Agreement, these Policies, and/or the Compensation Plan at any time to address compliance needs, business requirements, regulatory guidance, or operational changes.

3.2 Notice and Effectiveness. Amendments become effective upon notice as defined by the Company (including posting in back office, email, or other official Company channels), and continued participation constitutes acceptance.

3.3 Company Discretion. IQONIC retains sole discretion to interpret these Policies, determine whether a violation occurred, determine severity, and impose discipline. Nothing in these Policies limits IQONIC's right to act promptly to protect consumers and the brand. Nothing in these Policies shall be construed as limiting the Company's right to comply with regulatory guidance, governmental directives, or applicable law.

4. MUTUAL COMMITMENT AND CODE OF ETHICS

4.1 Professional Conduct. Affiliates must conduct themselves professionally and honestly, including in interactions with prospects, customers, other Affiliates, and the public.

4.2 Accuracy and Completeness. Affiliates must present IQONIC services and the Compensation Plan in a complete and accurate manner and must not omit material information.

4.3 No Unhealthy Competition. Affiliates must not engage in unethical business practices, harassment, intimidation, discrimination, or conduct that damages team integrity or Company reputation.

4.4 No Disparagement. Affiliates must not publish or broadcast disparaging statements about IQONIC, its executives, educators, products, policies, the Compensation Plan, or other Affiliates. Legitimate concerns must be directed to Compliance through proper channels.

5. INDEPENDENT CONTRACTOR STATUS

5.1 Independent Contractor. Affiliates are independent contractors and not employees, agents, partners, or franchisees of IQONIC.

5.2 No Authority to Bind. Affiliates may not bind IQONIC to any obligation, representation, contract, or liability.

5.3 Taxes and Expenses. Affiliates are solely responsible for all taxes, fees, licenses, and expenses arising from their business activities.

6. IQONIC EDUCATION-ONLY POSITIONING

6.1 Education-Only Services. IQONIC provides educational content, tools, and training. IQONIC does not provide regulated financial services.

6.2 Prohibited Representations. Affiliates must not state or imply that IQONIC:

- provides investment advice, financial advice, tax advice, or legal advice;
- acts as a broker-dealer, investment adviser, or commodity trading advisor;
- executes trades, manages funds, manages accounts, or controls customer brokerage activity;
- supervises or directs trading decisions.

6.3 Independent Decisions. Affiliates must clearly communicate that customers make independent decisions and use third-party platforms, and that IQONIC does not direct transactions.

IQONIC does not track or monitor individual trading performance for purposes of providing financial advice, investment recommendations, suitability analysis, portfolio supervision, or regulatory oversight. IQONIC may collect and maintain platform usage data and educational engagement metrics for operational, compliance, or analytical purposes only.

6.4 No Holding Out as Financial Professional

Affiliates are strictly prohibited from holding themselves out, in connection with IQONIC, as licensed financial professionals, investment advisers, brokers, commodity trading advisers, or regulated representatives.

Any professional licensure held independently by an Affiliate may not be used to imply that IQONIC provides regulated financial services.

7. EARNINGS, LIFESTYLE, AND PERFORMANCE CLAIMS PROHIBITED

7.1 General Rule. Affiliates must not make any express or implied claims about income, results, or lifestyle outcomes that could mislead a reasonable consumer.

7.2 Prohibited Earnings Claims. Affiliates may not:

- state or imply dollar amounts, “per day/week/month” earnings, or “six-figure” type claims;
- claim or imply that earnings are typical;
- imply that a consumer can quit a job, replace income, or achieve financial freedom through IQONIC;
- share commission screenshots, payment notifications, rank checks, or payout proof.

7.3 Prohibited Lifestyle Claims. Affiliates may not market IQONIC using depictions or statements that imply IQONIC funded luxury items or experiences (luxury cars, yachts, exotic travel, mansions, luxury shopping, etc.).

7.4 Trading Performance Depictions. Affiliates may not post trading profits, account balances, withdrawals, “I doubled my account,” percentage gains, or any performance depiction that implies results are achievable or typical.

7.5 Testimonials. Testimonials must not include prohibited claims. If testimonials are used at all, they must be truthful, typicality-safe, and comply with Company guidance.

7.6 Presentation of Compensation Plan. Affiliates must present the Compensation Plan accurately, completely, and in a manner that does not mislead a reasonable consumer.

Affiliates may not:

- Highlight potential bonuses without explaining qualification requirements;
- Omit required volume, sales, or rank criteria;
- Imply that rank advancement is automatic, typical, or guaranteed;
- Represent recruitment as the primary or sole method of earning compensation;
- Suggest that compensation is earned solely by enrolling other Affiliates without corresponding lawful customer sales;
- Describe the Compensation Plan as a “passive investment,” “automated income system,” or similar characterization.

Affiliates must clearly communicate that compensation is based on lawful sales activity, compliance with Company policies, and satisfaction of qualification requirements.

All Compensation Plan illustrations must be clearly labeled as examples only and must not be presented as typical or guaranteed results.²⁵

8. STRICTLY PROHIBITED FINANCIAL SERVICES PROMOTION (ZERO TOLERANCE)

8.1 Policy Statement. IQONIC does not provide financial services. Financial services promotion within the IQONIC ecosystem creates regulatory and consumer harm risk and is strictly prohibited.

8.2 Absolute Prohibition. Affiliates must not promote, recommend, market, sell, refer, facilitate, or endorse any of the following to any IQONIC customer, prospect, or audience in connection with IQONIC:

- brokers, brokerages, or exchanges (forex/crypto/other);
- proprietary trading firms, funded trading programs, FTMO-style firms, trading challenges;
- AI trading bots, automated execution systems, bot marketplaces;
- signal services, paid signal groups, “entries/exits,” or trade alerts for execution;
- managed accounts, account management, portfolio management;
- copy trading or mirror trading;

- investment advisory, commodity trading advisory, or similar services.

8.3 No Bundling / No Association. Affiliates must not bundle IQONIC with any of the above services, imply IQONIC affiliation, or direct customers to such services “as the next step.”

8.4 Immediate Termination + Email Notice. If an Affiliate is found, in IQONIC’s sole discretion, to be promoting brokers, trading bots, signal services, FTMO/prop firms, funded programs, or trading challenges, the Affiliate will be immediately terminated and notified via email.

8.5 Commission Forfeiture. In all termination scenarios under this Section 8:

- all unpaid commissions are forfeited;
- commissions generated during the period of violation are canceled because they were generated while the account was in violation; and
- IQONIC may pursue clawback where permitted by law and/or the Agreement.

8.6 No Cure Period. Due to the severity, IQONIC is not required to provide coaching, warnings, or a remediation window for violations of this Section.

9. SPONSORSHIP RESPONSIBILITIES AND LEADERSHIP CONDUCT

9.1 Sponsor Duty. Sponsors must make reasonable efforts to train and support their organization, including compliance training and ensuring accurate representation of IQONIC services.

Sponsors are expected to provide reasonable training, compliance guidance, and ongoing communication to their organization. Such support may include team calls, written materials, meetings, and other lawful educational activities. Sponsors may not delegate compliance responsibility to downline customers and remain accountable for promoting proper business practices.

9.2 No “Behind the Scenes” Manipulation. Sponsors must not engage in hidden placement manipulation, deceptive enrollment tactics, or coordination designed to circumvent the Compensation Plan.

9.3 Duty to Correct. If a Sponsor becomes aware of non-compliant content within their team, the Sponsor must encourage prompt correction and may be required to assist Compliance efforts.

10. CROSS-SPONSORING PROHIBITED (INTERNAL)

10.1 Prohibition. Cross-sponsoring is strictly prohibited.

10.2 Examples. Cross-sponsoring includes, without limitation:

- soliciting an Affiliate to change sponsor/team;
- encouraging cancellation and re-enrollment to change sponsor/team;
- assisting another person to enroll an existing Affiliate under a different sponsor;
- offering incentives to move teams.

10.3 Consequences. Upon a Cross-Sponsoring determination:

- the cross-sponsored account will be terminated;
- the Affiliate who engaged in cross-sponsoring will be returned to their original position (genealogy restored);
- commissions generated due to improper placement may be reversed or canceled; and
- IQONIC may make any genealogy adjustments necessary to preserve Compensation Plan integrity.

11. NON-COMPETE, COMPETING SERVICES, AND EXTERNAL SOLICITATION

11.1 Three Pillars. IQONIC's business includes three pillars: (i) trading/financial education; (ii) travel services; and (iii) wellness products.

11.2 Competing Services. A Direct Competing Service includes any company or program that offers products or services that compete with any IQONIC pillar, whether or not that competing company is "educational."

11.3 Prohibited Competitive Conduct. Affiliates must not:

- solicit or recruit IQONIC Affiliates or customers into a Direct Competing Service;
- promote a Direct Competing Service to IQONIC leads;
- operate "dual funnels" using IQONIC marketing to capture leads for another business;

- cross-market IQONIC with another opportunity in the same presentation, funnel, webinar, or event.

11.4 Immediate Termination Upon Evidence. If IQONIC receives credible evidence that an Affiliate is engaging in another Direct Competing Service, or recruiting IQONIC Affiliates/customers into another company, the Affiliate may be immediately terminated. No progressive discipline is required for competitive engagement.

11.5 Post-Termination Non-Solicitation. For a period of twelve (12) months following termination of the Affiliate’s account for any reason, the Affiliate shall not directly or indirectly:

- (a) solicit, recruit, induce, or attempt to recruit any IQONIC Affiliate into a Direct Competing Service;
- (b) solicit IQONIC customers for participation in a Direct Competing Service;
- (c) use Confidential Information, genealogy data, or customer lists to promote another opportunity.

This provision is intended to protect legitimate business interests, including trade secrets, confidential information, and organizational stability.

12. BONUS BUYING, STACKING, AND COMPENSATION PLAN MANIPULATION

12.1 Bonus Buying Prohibited. “Bonus Buying” is strictly prohibited and includes, without limitation: enrolling individuals/entities without their knowledge or completion of enrollment, fraudulent enrollment, enrolling non-existent persons (“phantoms”), purchasing services under another person’s ID to qualify for commissions/bonuses, or any artifice to qualify for rank advancement not driven by bona fide consumer purchases.

12.2 Stacking Prohibited. “Stacking” includes manipulation of the genealogy and placement structure to trigger commissions, rank qualifications, or volume requirements through artificial means.

12.3 Payment Method Integrity. Affiliates must use their own payment methods and must not use another person’s card/account without written permission; such conduct may be treated as fraud.

12.4 Consequences. Bonus buying, stacking, and manipulation may result in commission reversal, rank removal, account suspension, termination, and other remedies.

13. ONE ACCOUNT RULE; ACCOUNT SECURITY; CREDENTIAL INTEGRITY

13.1 One Account per Individual. Each person may maintain only one IQONIC account unless the Company approves an exception in writing.

13.2 No Credential Sharing. Password sharing, email sharing, and back-office access sharing is prohibited. Affiliates are responsible for all activity conducted under their credentials.

13.3 Identity Integrity. Affiliates must use accurate identity information. False identities, fake documentation, or misrepresentation of account ownership constitutes fraud.

13.4 Accurate Account Information. Affiliates are responsible for maintaining accurate and current contact, tax, and payment information in their account profile. The Company may rely on the information on file for all official correspondence. Affiliates must allow reasonable processing time (up to seventy-two (72) hours) for account updates.

14. PLACEMENT CORRECTIONS AND SPONSORSHIP/ENROLLMENT INTEGRITY

14.1 Placement Corrections Window. Placement changes/corrections may be requested within ten (10) calendar days from enrollment.

14.2 Two Moves Maximum by Sponsor. An account may be moved a maximum of two (2) times within the ten (10) day window, and such requests must be initiated by the enrolling sponsor (enroller), consistent with transparency requirements.

14.3 Transparency Requirement. The enrolling sponsor must disclose the requested move to the affected downline in a clear manner to prevent secret manipulation.

14.4 No Rank/Commission Engineering. Placement adjustments may not be used to engineer commissions, rank, volume qualification, stacking, or bonus buying.

15. TRANSFERS, ASSIGNMENTS, AND RE-ENROLLMENT RULES

15.1 No Transfer Without Approval. Accounts may not be sold, assigned, transferred, conveyed, gifted, or otherwise disposed of without Company written approval.

Any approved transferee shall assume the position at its then-current qualified title and “paid-as” rank as of the effective date of transfer and shall acquire the existing downline

organization without modification. No retroactive rank, bonus, or volume adjustments shall occur as a result of any approved transfer.

15.2 Transfer Limit. If approved, a transfer may be permitted only one (1) time for the life of the account.

15.3 Re-Enrollment Rules. Re-enrollment after termination/voluntary cancellation may be subject to waiting periods and Company approval, including restrictions designed to prevent cross-sponsoring circumvention.

An Affiliate who voluntarily terminates their position may not reapply for a new position, hold a financial interest in another Affiliate account, or re-enroll under a different Sponsor for a period of six (6) months from the effective date of termination, unless otherwise approved in writing by the Company.

16. MINORS POLICY (STRICT)

16.1 Age Requirement. IQONIC is for individuals 18 years of age or older.

16.2 Underage Accounts. If an account is found to be underage:

- it will be terminated immediately;
- it will not be reinstated upon the individual reaching age 18; and
- the individual must re-enroll as a new Affiliate after reaching age 18, without preservation of genealogy, rank, or volume.

16.3 No Marketing or Training to Minors. Affiliates may not promote IQONIC to minors or provide training, webinars, events, or instruction to minors.

17. EVENTS POLICY

17.1 Tickets and Transfers. Event tickets may not be resold, scalped, auctioned, or transferred for profit.

17.2 Professional Conduct. Misbehavior, harassment, intimidation, discrimination, disorderly conduct, intoxication-related issues, or disruptive behavior is prohibited.

17.3 No Unauthorized Selling or Solicitation. Affiliates may not sell external goods/services at events, recruit into outside ventures, or promote prohibited services.

17.4 No Unauthorized Teaching. Affiliates may not teach trading strategies, provide signals, give financial advice, or present themselves as educators at events unless approved in writing.

17.5 Removal Without Refund. IQONIC may remove any attendee for policy violations, with or without refund at Company discretion.

18. WEBINAR & VIRTUAL PRESENTATION POLICY

18.1 Scope. This Policy applies to any Webinar in which IQONIC is referenced.

18.2 Compliance Requirement. All Webinar statements must comply with these Policies, including earnings claim prohibitions and education-only positioning.

18.3 No Unauthorized Statements. Affiliates may not present non-compliant content, including but not limited to: income/lifestyle claims, performance claims, financial advice, signals, or promotion of prohibited financial services.

18.4 Recording and Monitoring. IQONIC may request recordings, monitor live sessions, require corrective action, and impose discipline for any violation.

19. EDUCATOR AUTHORIZATION POLICY

19.1 Authorized Educators Only. Only Company-approved educators may teach official curriculum or represent themselves as educators/instructors.

19.2 No Acting as Educator. Affiliates may not create “certifications,” teach “official IQONIC strategy,” or provide coaching under IQONIC branding without written approval.

19.3 Violation. Unauthorized educator conduct may result in suspension or termination.

20. ADVERTISING STANDARDS AND USE OF COMPANY NAME/TRADEMARKS

20.1 Truthful Marketing. All advertising must be truthful and not misleading.

20.2 Use of Company Materials. Affiliates may use only Company-approved branding, trademarks, and marketing assets and must comply with brand guidelines.

20.3 No Trademark Domain Misuse. Affiliates may not register or use Company names, trademarks, slogans, or derivatives in domains, emails, handles, or websites.

21. INTERNET, SOCIAL MEDIA, AND THIRD-PARTY WEBSITE RESTRICTIONS

21.1 No Unauthorized Third-Party Websites to Promote the Business. Affiliates are prohibited from creating or registering third-party websites to promote, sell, or advertise their IQONIC business, including use of Company marks in domains or pages.

21.2 No Online Auctions / External Retail Sites. Affiliates may not sell Company services or the business opportunity via online auctions or external retail sites (e.g., eBay/Amazon/Etsy-like marketplaces).

21.3 Social Media Identification. Any profile where IQONIC is discussed must clearly identify the Affiliate as an independent Affiliate and must avoid profane, discriminatory, vulgar, adult, or inappropriate content.

21.4 No Aliases / Anonymous Posting. Anonymous posting or the use of aliases to market IQONIC is prohibited.

21.5 No Spam Tactics. Affiliates may not use blog spam, spamdexing, mass replicated comment methods, or deceptive traffic schemes. Content must be useful, unique, and relevant.

21.6 No Deceptive Funnels / Bridge Pages. Affiliates may not use funnels or bridge pages designed to disguise the opportunity, conceal the Company identity, or route prospects into multiple opportunities in a misleading manner.

22. COMMUNICATIONS RULES (EMAIL, MESSAGING, TELEMARKETING)

22.1 General Rule. Affiliates must comply with applicable communication laws and must not send unlawful spam or deceptive messages.

22.2 Email Requirements. Affiliates must honor unsubscribe/opt-out requests and must not continue messaging after opt-out, and must use truthful sender identification.

22.3 No Third-Party Domains Without Permission. Affiliates must not use third-party domain names without permission, and must not distribute sexually explicit materials.

23. FRAUDULENT CONDUCT PROHIBITED

23.1 No Fraud. Fraudulent, deceptive, illegal, or dishonest conduct is prohibited.

23.2 Examples of Fraud. Fraud includes, without limitation:

- identity fraud (false names, fabricated identities, forged documents);
- payment fraud (stolen cards, unauthorized payments, coordinated chargebacks);
- commission fraud (phantoms, artificial volume, manipulation);
- marketing fraud (false claims, deceptive “guarantees,” fake scarcity);
- platform abuse (automation, scraping, hacking).

23.3 Remedies. Fraud may result in immediate termination, forfeiture, clawback, and referral to authorities.

24. PROPRIETARY INFORMATION, CONFIDENTIALITY, AND TRADE SECRETS

24.1 Definition. IQONIC Confidential Information and Trade Secrets include business reports, customer/affiliate contact info, genealogy, and other non-public information.

24.2 Permitted Use Only. Affiliates may use Confidential Information solely to promote their IQONIC business and for no other purpose.

24.3 No Disclosure. Affiliates may not disclose Confidential Information to any person or entity outside IQONIC without written consent.

24.4 Survival and Non-Use Period. Confidentiality obligations survive termination, including restrictions for at least one (1) year after termination on using such information to compete or for non-IQONIC purposes.

24.5 Injunctive Relief and Fees. Breach may cause irreparable harm; IQONIC may seek expedited injunctive relief and recovery of attorney’s fees/costs where permitted.

24.6 Return of Materials. Upon termination or demand, Affiliates must return all Confidential Information and copies.

25. ORDERING, PAYMENT INTEGRITY, NSF/INSUFFICIENT FUNDS, AND CHARGEBACKS

25.1 Payment Method Integrity. Affiliates must use valid payment methods they are authorized to use; unauthorized use may be treated as fraud.

25.2 Chargeback Abuse. Unreasonable chargebacks, coordinated chargebacks, or chargebacks after access/use may constitute breach and may result in termination and loss of payment privileges.

25.3 Error Reporting. Errors or incorrect charges must be reported promptly (recommended within three (3) calendar days) to allow correction.

25.4 Sales to Customers

(a) All sales to Customers must be conducted directly through the Affiliate's authorized replicated website or other Company-approved enrollment channel. Affiliates may not process customer payments offline, collect cash for Company services, or redirect customers to unapproved payment mechanisms.

(b) Affiliates must comply with all applicable consumer protection laws and regulations in their jurisdiction, including any required disclosures, cancellation rights, refund rights, or consumer notice requirements.

(c) Affiliates may not alter Company pricing, create unauthorized bundles, or misrepresent the nature of Company services.

25.5 Insufficient Funds; Payment Resubmission

(a) If any electronic payment is declined for insufficient funds or similar processing failure, the Company may automatically resubmit the charge in accordance with applicable payment processing rules and authorization terms.

(b) Affiliates are responsible for maintaining valid and current payment methods. Repeated payment failures may result in account suspension or termination.

26. COMMISSION ADJUSTMENTS, HOLDS, REVERSALS, AND FORFEITURE

26.1 Commission Holds. IQONIC may place commissions on hold during investigation or remediation, and may require additional assurances to ensure future compliance.

26.2 Reversals and Offsets. IQONIC may reverse or offset commissions attributable to refunds, policy violations, improper marketing, improper placement, or fraud.

26.3 Forfeiture for Violations. In any termination scenario involving policy violations (including financial services promotion, competitive engagement, cross-sponsoring, fraud, minor violations, or manipulation), unpaid commissions are forfeited and commissions generated during the violation period may be canceled.

26.4 Adjustments to Bonuses and Commissions for Returned Services or Membership Cancellations

(a) Commissions are earned based upon completed and non-refunded sales of Company services to Customers. If a service, subscription, or membership is canceled and a refund is issued, the commissions attributable to that refunded transaction shall be deducted from the Affiliate who received the commission.

(b) Such deductions may occur in the month in which the refund is processed and may continue in subsequent pay periods until the full commission amount has been recovered.

(c) If an Affiliate terminates his, her, or its position and commission amounts attributable to refunded services have not yet been fully recovered, the Company may offset the remaining balance against any unpaid commissions or other amounts otherwise owed to the Affiliate, to the extent permitted by law.

26.5 Commission Dispute Notice Requirement. If an Affiliate believes an error has been made regarding commissions, bonuses, genealogy placement, reports, or charges, the Affiliate must notify the Company in writing within thirty (30) calendar days of the date the alleged error occurred or was reasonably discoverable.

Failure to provide written notice within thirty (30) days shall constitute a waiver of the claim to the fullest extent permitted by applicable law.

26.6 Qualification to Earn Commissions

(a) An Affiliate must be active, in good standing, and fully compliant with the Agreement, Policies & Procedures, and Compensation Plan in order to qualify for commissions or bonuses.

(b) The Company will not issue commission payments unless all required administrative fees, account documentation, identity verification, and tax documentation have been properly submitted and approved.

(c) The Company reserves the right to withhold payment if required compliance documentation is incomplete, inaccurate, or under review.

27. DISCIPLINARY ACTIONS AND PENALTY STRUCTURE

27.0 Monitoring Authority. IQONIC may monitor public content, recorded webinars, social media postings, funnels, and digital marketing activity for compliance purposes.

27.1 Purpose. IQONIC may impose disciplinary sanctions at any time when it determines a violation occurred.

27.2 Available Remedies. Discipline may include coaching, monitoring, warnings, commission holds, suspension from events/recognition, suspension of the position, termination, and legal proceedings.

27.3 Social Media and Marketing Progressive Discipline Unless IQONIC determines the violation is severe, the following progressive discipline applies:

- **First Violation:** warning and coaching, with required corrective action by deadline.
- **Second Violation:** formal written warning letter and mandatory compliance remediation.
- **Third Violation:** written warning plus account suspension; and forfeiture of unpaid commissions.
- **Fourth Violation:** notice of termination (termination coaching notice may be provided), permanent termination, and forfeiture of unpaid commissions.

27.4 Acceleration. IQONIC may combine, skip, or accelerate steps depending on severity, consumer harm risk, or regulatory exposure.

28. SUSPENSION AND TERMINATION PROCEDURES

28.1 Suspension. Suspension may include disabling access, holding commissions, restricting participation in events, and requiring remediation.

28.2 Termination. Termination is permanent removal from the Compensation Plan and Company systems, effective immediately upon notice.

In cases not involving immediate termination categories, the Company may provide written notice of alleged violations and allow up to fifteen (15) calendar days for the Affiliate to submit a written response prior to final determination. Nothing herein obligates the Company to provide such notice where immediate action is warranted.

28.3 Immediate Termination Categories. IQONIC may immediately terminate for serious violations including, without limitation:

- Financial services promotion (Section 8) (brokers, bots, signals, prop firms, challenges);
- Competitive engagement (Section 11);
- Cross-sponsoring (Section 10);
- Fraud (Section 23);

- Minor policy violations (Section 16);
- Bonus buying/stacking/manipulation (Section 12).

28.4 Notice. IQONIC may provide notice by email and/or back office notification.

29. COMPLAINTS, GRIEVANCES, AND INVESTIGATIONS

29.1 Complaint Submission. Complaints must be submitted in writing with sufficient detail (names, dates, facts, evidence).

Reports may be submitted to compliance@iqonic.life. Anonymous reports are permitted; however, sufficient detail must be provided to allow meaningful investigation.

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

29.2 Confidential Process. Investigations are confidential. Affiliates must cooperate with Compliance requests.

29.3 Non-Retaliation. Retaliation against any individual who reports a concern is prohibited.

29.4 Final Determination. IQONIC's determination is final.

29.5 Government or Regulatory Inquiry

If an Affiliate receives any governmental inquiry, subpoena, regulatory request, civil investigative demand, or other official communication relating to IQONIC activities, marketing, compensation, or services, the Affiliate must notify the Company in writing within twenty-four (24) hours.

The Affiliate agrees to cooperate fully with the Company in responding to such inquiries.

Affiliates shall not respond to regulators on behalf of the Company or represent that they speak for IQONIC unless expressly authorized in writing.

30. ARBITRATION AND DISPUTE RESOLUTION

30.1 Arbitration. Disputes shall be resolved through binding arbitration as defined in the Affiliate Agreement (including any class action waiver and jury trial waiver).

30.2 Survival. Arbitration obligations survive termination.

30.3 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.

31. GOVERNING LAW

The governing law is as stated in the Affiliate Agreement.

32. SEVERABILITY AND WAIVER

32.1 Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in effect.

32.2 No Waiver. Failure to enforce any provision does not constitute waiver. Only a written waiver signed by an authorized Company representative is valid.

33. SURVIVAL

The following provisions survive termination of the Agreement:

- Confidentiality and trade secrets (Section 24);
- Non-compete/competing services restrictions (Section 11);

- Commission reversals/forfeiture/clawback (Sections 26–28);
- Arbitration and dispute resolution (Section 30);
- Any other provisions that by their nature should survive.

34. COMPLIANCE APPENDICES AND SPECIALIZED ROLES

34.1 Authority to Establish Appendices. IQONIC may establish specialized compliance programs and roles governed by separate Compliance Appendices.

34.2 Incorporation by Reference. Any Compliance Appendix is incorporated by reference and binding upon any Affiliate appointed to the role governed by that Appendix.

34.3 Advisory Brand Protection Ambassador Program. If appointed, the Ambassador role is educational only, non-decision-making, non-compensated, and does not grant enforcement authority.

34.4 No Agency Created. No Ambassador may approve/reject content, interpret law, issue discipline, or speak for Compliance unless expressly authorized in writing.

34.5 Revocation. IQONIC may revoke any role at any time, with or without cause.

35. SUCCESSOR, DEATH, INCAPACITY & INHERITANCE POLICY

35.1 Purpose. This Section governs the transfer, succession, or continuation of an IQONIC Affiliate position in the event of death, permanent incapacity, or legal dissolution of the Affiliate.

IQONIC retains sole discretion to approve or deny any succession request to protect the integrity of the Compensation Plan and organizational structure.

35.2 Death of an Affiliate. Upon the death of an Affiliate:

1. The Affiliate’s position may be transferred to a legally recognized successor, provided:
 - Proper legal documentation is submitted (e.g., death certificate, probate documentation, letters testamentary, or equivalent legal authority).
 - The successor executes a new Affiliate Agreement.
 - The successor agrees in writing to comply with all Company Policies & Procedures.

2. The successor shall assume the position:
 - At its then-current rank and qualification status.
 - Without retroactive adjustments.
 - Subject to ongoing qualification requirements.
3. IQONIC may require:
 - Tax identification verification.
 - Identity verification.
 - Additional documentation reasonably necessary.
4. Until documentation is completed, commissions may be placed on hold.

35.3 Incapacity of an Affiliate. If an Affiliate becomes legally incapacitated:

1. A legally authorized guardian, conservator, or power-of-attorney holder may apply to manage the account.
2. Proper legal documentation must be provided.
3. The authorized representative must:
 - Execute required Company documentation.
 - Agree to comply with all Policies.

IQONIC reserves the right to review and approve such requests.

35.4 Business Entity Affiliates. If an Affiliate position is held by a business entity:

1. Any change in ownership, controlling interest, or legal status must be reported in writing within thirty (30) days.
2. The Company may require:
 - Updated ownership documents.
 - Updated tax forms.
 - Execution of a new Affiliate Agreement.

Failure to report ownership changes may result in suspension or termination.

An Affiliate may request to change status from an individual to a properly formed business entity, or from one business entity type to another, provided that:

- (i) Sponsorship and placement remain unchanged;
- (ii) Required documentation is submitted;
- (iii) The Company approves the change in writing.

35.5 Limitations on Dual Position Holding. In cases where a successor temporarily controls multiple positions due to inheritance:

1. Dual position holding may be permitted for a limited period (not to exceed six (6) months), unless otherwise approved.
2. The successor must:
 - Choose one permanent position.
 - Transfer or relinquish the other position as directed by the Company.

IQONIC retains sole discretion regarding structural adjustments.

35.6 No Automatic Transfer. Affiliate positions are not transferable property interests.

All succession requests are subject to Company approval and compliance with these Policies.

36. INTERNATIONAL MARKETING POLICY

36.1 Approved Markets Only. Affiliates may promote IQONIC services only in markets officially opened and approved by the Company.

An “Approved Market” is a country or jurisdiction where IQONIC:

- Has authorized marketing activity.
- Has completed required compliance review.
- Has approved product and compensation structure for that jurisdiction.

Affiliates are responsible for confirming approved markets before marketing.

36.2 Prohibited Conduct in Unapproved Markets. Affiliates may not:

- Promote IQONIC services in unapproved countries.
- Conduct webinars targeting unapproved markets.
- Host events in unapproved jurisdictions.
- Translate materials for unapproved markets without authorization.

- Enroll individuals in countries where IQONIC is not approved to operate.
- Suggest IQONIC is expanding imminently into a country unless officially announced.

Violation may result in suspension or termination.

36.3 Cross-Border Marketing Restrictions. Affiliates residing in an Approved Market may not:

- Actively target residents of an unapproved country.
- Use geo-targeted advertising to solicit unapproved regions.
- Circumvent market restrictions through VPN usage or alternative payment methods.

36.4 Compliance With Local Laws. In Approved Markets, Affiliates must:

- Comply with all applicable local laws and regulations.
- Follow any country-specific compliance guidance issued by IQONIC.
- Avoid making claims that violate local consumer protection or financial promotion laws.

Affiliates are solely responsible for understanding and complying with local regulations.

36.5 No Unauthorized Translation or Localization. Affiliates may not:

- Create translated versions of marketing materials.
- Modify compliance disclosures.
- Alter income disclaimers.
- Create localized compliance statements.

Unless expressly approved in writing by the Company.

36.6 Import, Tax & Licensing Compliance. Affiliates are responsible for:

- Personal tax obligations in their jurisdiction.
- Compliance with local licensing requirements.
- Any reporting obligations triggered by their business activities.

IQONIC does not guarantee compliance approval in any specific country.

36.7 Market Closure or Suspension. IQONIC may:

- Suspend operations in any jurisdiction.
- Restrict enrollment.
- Modify compensation structure in a given market.

Affiliates agree to comply with such changes immediately.

37. INDEMNIFICATION

37.1 Affiliate Indemnification Obligation. Each Affiliate agrees to indemnify, defend, and hold harmless Icon Academy LLC d/b/a IQONIC LIFE, its parent entities, subsidiaries, affiliates, officers, directors, managers, customers, employees, contractors, agents, successors, and assigns (collectively, the “Company Indemnified Parties”) from and against any and all claims, demands, actions, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys’ fees and court costs) arising out of or relating to:

1. The Affiliate’s violation of the Affiliate Agreement or these Policies;
2. The Affiliate’s violation of any law, regulation, or governmental requirement;
3. Any unauthorized representation made by the Affiliate;
4. Any earnings, income, performance, or lifestyle claim made by the Affiliate;
5. Any Financial Services Promotion prohibited under Section 8;
6. Any competitive conduct prohibited under Section 11;
7. Any fraudulent, deceptive, or unlawful conduct;
8. Any claim by a third party arising from the Affiliate’s marketing activities;
9. Any breach of confidentiality or misuse of proprietary information.

37.2 Defense Control. The Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by the Affiliate.

The Affiliate agrees to cooperate fully in the defense of such claims.

37.3 Survival. The indemnification obligations in this Section survive termination of the Affiliate’s account.

38. DATA PRIVACY, DATA PROTECTION & GDPR COMPLIANCE

38.1 Data Protection Commitment. IQONIC is committed to protecting personal data and complying with applicable data protection laws, including:

- U.S. federal and state privacy laws
- General Data Protection Regulation (GDPR), where applicable
- Applicable international privacy laws

38.2 Affiliate Data Responsibilities. Affiliates who collect, store, or process personal data must:

1. Use personal data solely for legitimate IQONIC business purposes.
2. Protect personal data against unauthorized access.
3. Not sell, rent, or distribute personal data.
4. Not use customer data for competing businesses.
5. Honor data subject rights where applicable.

38.3 GDPR-Specific Obligations (Where Applicable). If an Affiliate markets to individuals in the European Economic Area (EEA), United Kingdom, or other GDPR jurisdictions, the Affiliate must:

1. Process personal data lawfully, fairly, and transparently.
2. Obtain appropriate consent where required.
3. Maintain appropriate safeguards for data transfers.
4. Respond to lawful data subject requests.
5. Immediately notify IQONIC of any data breach.

38.4 Data Breach Notification. Affiliates must notify the Company immediately upon discovery of any:

- Data breach
- Unauthorized access
- Compromise of customer information

Failure to do so may result in immediate suspension or termination.

38.5 Confidentiality and Survival. Data protection obligations survive termination of the Affiliate relationship.

39. LIMITATION OF LIABILITY

39.1 Maximum Liability Cap. To the fullest extent permitted by applicable law, the total aggregate liability of IQONIC, including its parent entities, subsidiaries, affiliates, officers, directors, managers, customers, employees, contractors, agents, successors, and assigns (collectively, the “Company Parties”), arising out of or relating to the Affiliate Agreement, these Policies, the Compensation Plan, or participation in the IQONIC program, shall not exceed the total amount of commissions and fees actually paid by the Company to the Affiliate during the six (6) months immediately preceding the event giving rise to the claim.

If the Affiliate has received no commissions or compensation during that period, the Company’s total liability shall not exceed the greater of (i) one hundred U.S. dollars (USD \$100) or (ii) the total amount paid by the Affiliate to the Company during the six (6) months preceding the event giving rise to the claim.

39.2 Exclusion of Certain Damages. To the fullest extent permitted by law, the Company Parties shall not be liable for any:

- Indirect damages
- Incidental damages
- Consequential damages
- Special damages
- Exemplary damages
- Punitive damages
- Treble damages
- Lost profits
- Lost revenue
- Lost business opportunities
- Loss of goodwill
- Trading losses

- Investment losses
- Emotional distress
- Reputational harm

Whether based in contract, tort, strict liability, negligence, statute, or any other legal theory, even if advised of the possibility of such damages.

39.3 No Liability for Trading or Financial Decisions. IQONIC provides educational content only.

The Company shall not be liable for:

- Trading losses
- Investment decisions
- Brokerage platform issues
- Market volatility
- Third-party service failures
- Technical errors on external platforms
- Decisions made by customers or Affiliates

All financial decisions are made independently by the individual using third-party platforms.

39.4 No Liability for Affiliate Conduct. The Company is not responsible for:

- Unauthorized statements made by Affiliates
- Earnings claims made by Affiliates
- Financial services promotion by Affiliates
- Independent marketing representations
- Statements made in webinars or events not approved by Compliance

Each Affiliate acts as an independent contractor and is solely responsible for their own representations and conduct.

39.5 No Guarantee of Income or Business Success. The Company does not guarantee:

- Income
- Profitability
- Rank advancement
- Business growth
- Customer retention
- Market acceptance

Participation involves business risk.

39.6 Third-Party Services Disclaimer. The Company shall not be liable for any services provided by third parties, including but not limited to:

- Payment processors
- Technology vendors
- Hosting providers
- Webinar platforms
- Brokerage platforms
- Travel vendors
- Wellness manufacturers

Affiliates agree that any claim related to third-party services must be directed to the applicable third party.

39.7 Force Majeure. The Company shall not be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to:

- Acts of God
- Natural disasters
- War
- Terrorism
- Government action
- Regulatory changes
- Internet or telecommunications failures

- Pandemic or public health events
- Cybersecurity incidents

39.8 Exclusive Remedy. The limitations set forth in this Section apply regardless of the form of action and shall apply even if any limited remedy fails of its essential purpose.

The Affiliate agrees that the limitations in this Section are an essential basis of the Agreement and that the Company would not permit participation without such limitations.

39.9 Survival. This Limitation of Liability Section survives termination of the Agreement.

40. FTC EARNINGS DISCLOSURE STATEMENT (APPENDIX A)

40.1 No Income Guarantee. IQONIC does not guarantee income or financial results.

40.2 No Earnings Representation. There are no guarantees regarding the level of income, if any, that may be earned as an Affiliate. Individual results vary and depend on personal effort, business skill, leadership ability, economic conditions, compliance with Company policies, and market demand.

40.3 Early-Stage Disclosure. IQONIC is in a growth phase and does not currently publish historical income averages, earnings ranges, or typical earnings data.

40.4 Business Risk. Participation is not employment and should not be considered an investment. Participation involves business risk, and there is no assurance of profitability.

40.5 Supremacy Over Affiliate Statements. This Earnings Disclosure Statement supersedes any contrary verbal or written income representation made by an Affiliate.

40.6 Incorporation. This Appendix is incorporated into and forms part of the Affiliate Agreement and these Policies & Procedures.

IQONIC GLOSSARY (DEFINED TERMS)

For purposes of these Policies & Procedures (“Policies”), the following terms have the meanings set forth below:

“**Affiliate**” means an independent contractor who has accepted the IQONIC Affiliate Agreement and is authorized to promote IQONIC services and/or the IQONIC opportunity, subject to compliance with Company policies.

“Agreement” means collectively: (i) the Affiliate Agreement; (ii) these Policies; (iii) the Compensation Plan; (iv) any compliance guidelines, appendices, or addenda issued by the Company; and (v) any amendments to any of the foregoing, whether delivered electronically or otherwise.

“Ambassador” means an Affiliate who is appointed to a specialized compliance-related advisory role governed by a Compliance Appendix, and who has no enforcement authority.

“Compensation Plan” means the Company’s current compensation plan, as amended, including all requirements, qualifications, and definitions.

“Confidential Information” / “Trade Secrets” includes, without limitation, genealogy data, downline reports, customer lists, prospective customer lists, contact information, internal compliance procedures, training systems, internal communications, and any non-public business information circulated by or relating to IQONIC. (See Section 24.)

“Cross-Sponsoring” means enrolling (or attempting to enroll) an existing IQONIC Affiliate under a different sponsor or team, whether directly or indirectly, including encouraging cancellation and re-enrollment to achieve the same result.

“Direct Competing Service” means any business, program, platform, or opportunity that competes with IQONIC in any of its three pillars: (i) trading/financial education; (ii) travel services; and/or (iii) wellness products (including subscription models, membership models, or direct selling/network marketing models).

“Financial Services Promotion” means the promotion, recommendation, marketing, referral, bundling, facilitation, or endorsement of any broker, brokerage, exchange, signal service, bot service, proprietary trading firm, funded trading program, trading challenge, managed account service, account management, copy/mirror trading, portfolio management, investment advisory, or commodity trading advisory-related activity.

“Fraud” includes identity fraud, payment fraud, commission fraud, marketing deception, platform abuse, chargeback abuse, and any concealment or scheme designed to circumvent these Policies or the Compensation Plan.

“Customer” means a member, affiliate, subscriber, or user of IQONIC products/services (as applicable to your structure).

“Placement” means the Affiliate’s position within the genealogy/upline/downline structure for compensation and organizational purposes.

“Policies” means these Policies & Procedures and any amendments issued by the Company.

“Sponsor” means the Affiliate who enrolled an Affiliate or Customer.

“Upline” means the chain of Sponsors and Affiliates above a particular Affiliate in the Company’s genealogy structure, as reflected in the official Company records. The Upline includes the enrolling Sponsor and all successive Sponsors above that position up to the top of the genealogy. The Upline relationship exists solely for organizational, training, and compensation structure purposes and does not create any partnership, joint venture, employment, agency, fiduciary, supervisory, or advisory relationship between the parties.

“Webinar” includes any Zoom, livestream, social-audio session, virtual meeting, online training, recorded presentation, or live digital event in which IQONIC is referenced.

LEGAL ENTITY

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

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