

HeMed Weight Loss Affiliate Programme Terms and Conditions

Welcome to the Programme!

These Terms govern your participation in the Programme and this is the contract between you and SheMed and HeMed. By signing up for the Programme, you agree to be bound by these Terms.

Definitions

Affiliate/you means: you

ASA's Code of Practice means: UK Code of Non-broadcast Advertising and Direct & Promotional Marketing [here]

Commission means: the amount you earn from a Qualifying Purchase as further described in the Commission Email.

Commission Email means: an email from our team detailing the commission payable to you upon a Customer completing a Qualifying Purchase should you join our Programme and the conditions required to earn Commission.

Confidential Information means: all non-public information (whether oral, written, electronically, or otherwise recorded) disclosed directly or indirectly by SheMed and HeMed.

Customer means: someone from an Affiliate's audience who uses the tracking link or discounted code and completes a Qualifying Purchase

GPhC means: General Pharmaceutical Council

MHRA means: Medicines and Healthcare products Regulatory Agency

Programme means: HeMed Weight Management Affiliate Programme

Qualifying Purchase means: a Customer successfully purchasing and receiving their first package on SheMed or HeMed's Services.

Services means: weight loss programmes offered by SheMed and HeMed

HeMed means: SheMed Limited (Company number: 16109597), trading as SheMed and/or HeMed with its registered office at 184 - 192 Drummond Street, London, NW1 3HP

Spamming means: indiscriminately sending unsolicited, irrelevant, or inappropriate messages or promotions to a large number of recipients or platforms without their consent

Termination Date means: the date that your participation in the Programme ends for whatever reason.

Terms means: these terms and conditions

1. Programme Overview

The Programme provides for Affiliates to earn Commission by promoting Services to their audience. Affiliates will be provided with unique tracking links or discount codes and marketing materials to promote the Services to obtain Customers so the Affiliate will earn Commission as set out below.

2. Eligibility

- You must be at least 18 years of age to participate in the Programme.
- You must have an active online presence through a website, blog, social media account, or similar digital platform, or alternatively demonstrate a significant contribution or involvement in the field of weight management through professional experience, community outreach, or educational initiatives, targeting an audience keen on exploring and engaging with weight management topics.
- HeMed reserves the right to reject any Affiliate application for any reason.
- Please note that your tracking link and discount code will not be activated upon completion of your application. Activation is subject to review and will only take effect once your application has been approved by a member of our team.

3. Affiliate Responsibilities

- You will promote the Services in accordance with these Terms and all applicable laws and regulations including the ASA's [Code of Practice](#).
- You will accurately disclose your relationship with SheMed and HeMed as an affiliated marketer and will clearly label all content promoting the Services as advertising to your audience and any Customer.
- Affiliates will receive a media pack detailing SheMed and HeMed branding and logo use for promoting the Services. You understand that marketing the Services is regulated by ASA, MHRA and GPhC and that it is a condition of this programme that the requirements mentioned in the media pack are complied with and the SheMed and HeMed logos, trademarks, and branding are solely used for the purpose of promoting the Services and no other purpose.
- You will direct customer inquiries related to the Services to SheMed and HeMed.
- You will not promote the Services in a manner that is misleading, deceptive, unfair, or which would bring SheMed and HeMed or its Services into disrepute.
- You will not make any false or misleading claims or statements about the Services.
- You will not engage in spamming your audience with excessive or unsolicited promotions of the Services.
- You will be solely responsible for the content on your website, blog, social media channel, or other online platform.
- You will comply with all intellectual property laws with respect to the Services and SheMed and HeMed's branding.
- You will not disclose Confidential Information to any third parties, especially your commission rate and/or structure. You will comply with all the applicable privacy laws which includes but is not limited to the UK GDPR, the Data Protection Act 2018,

Privacy and Electronic Communications Regulations and any associated laws or regulations. This includes ensuring that you have appropriate permission from the person to directly send promotional messages to individuals or legal bases to promote the Services to individuals.

- Your affiliate code or discount code must have your initials, unique handle or other alphabets that are unique to you personally. This ensures clarity, avoids any confusion and allows us to maintain an effective oversight over the promotions and affiliate codes or discount codes. For the avoidance of doubt, you are not permitted to use generic codes like HEMED20 or HEMED25 as they do not contain characters that are exclusively attributable to you. SheMed and HeMed reserve the right to unilaterally reject any affiliate code or discount code if it does not comply with the requirements of this clause.
- You must not publish your affiliate code or link on any platform, website or page that is not owned or controlled by you: posting your code or link on third party voucher code websites is strictly prohibited. Any breach of this restriction will be considered a material breach of these Terms and SheMed and HeMed reserves the right to terminate your participation in the Programme with immediate effect. Upon such termination, you shall not be permitted to re-join the Programme, whether under a new account or otherwise. In the event of such termination, all pending Commission shall be forfeited, regardless of how the Qualifying Purchase was made by the Customer.

4. Commissions

- These Terms together with the Commission Email set out the applicable Commission rates, constitute the entire agreement between you and SheMed and HeMed with respect to the Programme.
- Commission shall be made to you within 100 days from the date of the relevant Qualifying Purchase. HeMed reserves the right to modify the commission rate or payout structure at any time with prior 14 days' notice to you. Any Qualifying Purchases completed after the effective date of such modification shall be subject to the revised commission rate or payout structure.
- SheMed and HeMed reserves the right to withhold or reclaim Commission associated with any fraudulent, misleading, self-referral, or unethical sales tactics identified as being used by the Affiliate. In addition, SheMed and HeMed reserves the right to suspend your account pending investigation of any suspected breach of these Terms, and upon conclusion of such investigation, to terminate your participation in the Programme and cancel your account with immediate effect. Upon such termination, you shall not be permitted to rejoin the Programme or create a new account, whether in your own name or otherwise.
- The Affiliate is solely responsible for calculating and paying any applicable taxes, including but not limited to income tax, VAT, or other applicable taxes, arising from the commissions received under these Terms.

5. Termination

- Either you or SheMed and HeMed may terminate your participation in the Programme for any reason, at any time, with or without notice.

- Upon termination, all rights and obligations under these Terms will cease, except the confidentiality and indemnity provisions. For the avoidance of doubt, any accrued but unpaid Commission shall only survive termination where such termination has not arisen as a result of a breach of these Terms by you, in which case all pending Commission shall be forfeited in their entirety.
- Both parties agree that the non-disclosure clause shall survive for six months following the Termination Date.

6. Disclaimer

- SheMed and HeMed makes no warranties or guarantees regarding the profitability and/or effectiveness of this Programme or Services.
- You are solely responsible for the success of your marketing efforts.

7. Limitation of Liability

- SheMed and HeMed will not be liable for any losses or damages arising out of your participation in the Programme, including but not limited to, lost sales, lost profits, or reputational harm.
- In the event that you alter marketing materials or make false statements to promote the Services, SheMed and HeMed shall not be liable for any related disputes or requests for compensation by any Customers and you may be required to repay all Commission paid to you after your marketing materials or false statements were initially made on the basis that such Commission was obtained through deception.

8. Indemnification

You agree to indemnify and hold harmless SheMed and HeMed, its officers, directors, employees, and agents from and against any and all claims, losses, expenses, damages, and costs (including reasonable solicitors' fees) arising out of or relating to your participation in the Programme or your breach of these Terms.

9. Modification

HeMed reserves the right to modify these Terms at any time. The modified Terms will be effective upon posting on the HeMed Weight Management website. You are responsible for checking the Terms periodically for updates. Your continued participation in the Programme following the posting of modified Terms will constitute your acceptance of the modifications. Should you find the updated policy unacceptable, you shall promptly terminate the Terms.

10. Entire Agreement

These Terms together with the Commission Email constitute the entire agreement between you and HeMed regarding your participation in the Programme.

11. Governing Law

All matters arising out of or in connection with this Agreement shall be governed by and construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

12. Contacting us

If you wish to contact us regarding these Terms, our Services, or any other related matter, please do so by email at nasrine@shemed.com.