

Member Agreement Terms and Conditions

This Agreement governs the relationship between the member (then denominated “I” too) and VYVO (then denominated “The Company” too) and it will be valid under the terms and conditions described below.

I agree to the following terms and conditions:

1. I am applying as a member in VYVO (Network Marketing Program). I agree that VYVO reserves at its sole discretion the right to accept or reject my application at any time for any reason or cause.

2. I declare that I am of legal age and authorized to agree to this Agreement, to the terms of the Policies and Procedures and to every document, rules and policies the Company will approve.

I have read and agree to be bound by this Agreement, the Policy, Terms and Procedure, the VYVO Compensation Plan, and all terms and conditions, documents, rules and policies the Company will approve, all of which are incorporated here in by reference and made a part here of for all purposes. I agree that the Company reserves the right to change, update or revise without prior notice and at its sole discretion all the documents and the principles, rules and policies approved by the Company at any time. I agree to be bound by those changes and I hereby consent to and accept to comply with any such amendments.

3. I am an independent contractor acting at my own risk. So I am not an agent, employee or legal representative of VYVO and in no way I represent myself as such. In this sense, I have no power to bind VYVO to any type of obligation.

In this way, if the Company had partnerships with other natural or legal person, I have no power to bind these third parties not even.

I agree that as an independent contractor, this Agreement grants me the rights, under the limits established on this Agreement and on every document that are incorporated of him, on the obligations of the law or the rights of third parties, to promote and solicit the sale of the offered by the Company.

I agree that the Company can change the terms, conditions rules and policies of his products and services every time without giving prior notification.

I am responsible for all applicable income, sales and applicable fees and taxes associated with them, social assistance and similar services, unemployment or other taxes, such as the license or charge resulting from his activities as member, regardless his physical location or where he carries out its activities.

4. In the process of soliciting the sale of, or otherwise promoting, the products or services offered by VYVO (“products”, “services”), I will:

- operate in a lawful, ethical manner and in accordance with the terms of the Standard Code of Ethics;
- make no false or misleading statements regarding the relationships between VYVO or myself and the products or services;
- avoid any statement, actions, perform, messages or representation which is liable to mislead persons and third parties, even by omission, ambiguity or exaggeration not obviously hyperbolic, in particular as regards the characteristics and effects of the telecommunication product, price, free, their conditions, distribution or possible awards;
- have to respect the dignity of the person in all its forms and expressions, and must avoid all forms of discrimination or unethical practices;
- keep accurate records of my business activities;
- abide by all national, state and local laws, industry codes and standards or other regulations governing the marketing to, or solicitation of customers for the products and services sold by VYVO;
- not produce, not promote or not use any material, program, automatic mechanisms or manual describing the name of VYVO, its programs, software, products, services, trademarks, copyrights or other material protected by law, except as permitted by VYVO's policies and an express prior approval from the Company;

-I commit, as a Member, to be compliant with all the indications and rules contained in the Compliance Kit, available through the official channels established by the Company;

-in the same way I commit to accept and respect the disciplinary actions established by the Company, in case I should not be, as a Member, compliant to the rules of the Compliance Kit because of my behaviour, words and/or actions, as well as I should not be compliant with the basic rules of the professional ethics.

The Company reserves the right to take the following disciplinary actions: a) written reprimand; b) the reduction of the commissions earned up to 50%, from 1 to 3 months; c) to block the user's account from 1 to 3 months; d) permanent exclusion from the Business.

Also, VYVO online business tools and technologies are strictly confidential and proprietary business trade secrets.

Wherever the Company use third parties or their material for the administration, publish or use of its services and products provided by third parties such as programs, services, software, instruments, documents, video, images, technologies and / or domains will also be protected by trade secret and the corresponding property of the company. I may not use the tools and technologies for any purpose other than to sell and to promote the telecommunication products and service offered from VYVO.

At the same time, I will not have to use information acquired through my activities as a member, even if they are related to the instruments, technologies, products, business services, communications, etc. to be an VYVO competitor, or at least to take, attract, deceive, or solicit any action contrary to VYVO, to the already existing users, customers and / or potential users / customers of the Company.

4a. While products and services are generally available for purchase in Europe and may be provided and/or made available in some other countries and jurisdictions, the products and services are not

available to persons, or are not appropriate or available for use in the countries contained in the following link: <https://my.vyvo.com/store/forbiddencountries>

4b. I agree not to promote, distribute or otherwise deal with the products in the closed Countries.

5. I acknowledge that not all products are available to all persons or in all countries and jurisdictions, or appropriate or available for use outside Ireland and the European Union. Any offer for any Product is void where prohibited.

It is my exclusive responsibility to verify that possession, promotion, distribution, circulation, importation or other dealing with products offered by VYVO is permitted under the laws and regulations of the country where I intend to carry out the aforementioned activities.

6. The possession, promotion, distribution, circulation, importation or other dealing with such products offered by VYVO may be subject to the laws and regulations of some countries and jurisdictions. It is my responsibility to ensure that any such dealings with the products are in compliance with all applicable laws and regulations of the relevant countries and jurisdictions, including such commercial, trade, import and export control, customs, licensing, intellectual property, taxation, revenue laws of such relevant countries and jurisdictions, and to observe all such laws and regulations. I agree that I shall comply with all applicable export and import control laws and regulations in soliciting the sale or otherwise promoting the products, and, in particular, I shall not export or re-export or transmit the products in violation of local or foreign export laws and/or without all required Ireland, the European Union and foreign government licenses or permits.

7. I have a duty to supervise and train any member that I may sponsor as described in the Policies and Procedures. I will explain VYVO programs honestly and completely when presenting them to others.

I understand and will make clear in any presentation the following: that no earnings are guaranteed by VYVO or its programs; no member will earn money for sponsoring; commissions are based on product sales; that there are no exclusive territories for members in the program.

8. I have the right to cancel my member license at any time and for any reason. If I choose to cancel my member license, I will notify VYVO in writing in the manner and time established by the Company. I agree that refunds are possible within the established period and under the conditions prescribed by the Company. I hereby authorize VYVO, to electronically withdraw payment from my checking account or credit card for any order I place directly. VYVO is authorized to withdraw payment equal only to the amount of the products that I order, plus applicable sales tax and shipping and handling; or for the amount of the Auto ship order I have established (plus additional amounts for substituted products if my regular products are unavailable) and sales tax and shipping and handling. In the event a credit card charges back or charge is dishonored for any reason, I agree to pay the proper service fee. I further agree to be bound by the VYVO Policies and Procedures and Compensation Plan. I blind not to take any action or to claim amounts or compensation to the Company for actions described in this paragraph.

9.VYVO, at its only discretion, may elect notice to limited, to suspend or to cancel any position of member or terminate this Agreement at any time for any cause or reason. In concrete, VYVO may to limited, to suspend or to cancel in any of the following events:

- if I breach this Agreement;
- if i am not compliant with the rules of Compliance Kit or the general rules established by the Company;
- if I breach any obligation of a member described in the Policies and Procedures and in other documents, policies and terms approved for the Company;
- if I am convicted of a crime;
- if I am placed into bankruptcy or I take any step to enter into any arrangement with creditors or steps are taken towards appointing a receiver or liquidator or analogous person over all or any of my assets or a security interest holder exercises rights over all or any of my assets or I become insolvent or threaten to cease business or suspend payments to all or any of my creditors. The Company will give prompt notice to the member.

10. I have the right to cancel my position as member at any time and for any reason. If I choose to cancel my position as member, simply notify the Company in writing. In any case and condition if I elect to cancel my position as member, all other returns for refund or exchange shall be processed in accordance with the Company's policies depending on terms and conditions of products purchased.

11. I agree to indemnify and hold VYVO, its shareholders, directors, officers and employees harmless from any and all claims, damages and expenses, including any attorney's fees, arising out of my actions or inactions in violation either of this Agreement or any law or regulation, including industry standards pertaining to activities arising out of this Agreement.

VYVO disclaims any liability with respect member to this Agreement and other documents, rules, principles, terms and policies related to it, illicit (including negligence) or any other form of liability for failure to performance of its obligations under this agreement to the extent that such failures is due to an event unpredictable and escaping out of control by the Company, such as force major, or is due to the sole responsibility of the member.

12.This Agreement shall be governed by the laws of Ireland and the European Union. I agree that venue and jurisdiction for any action pertaining to this agreement or any disagreement or claim between the parties hereto shall be in Ireland and the European Union.

13.I understand that this Agreement is not binding until received and accepted by Global Network (which may accept my application, accept it subject to conditions or reject it) at sole discretion.

14.I agree this agreement and so I undertakes to indemnify the Company and also his employees, managers, agents and any other society of the group or third party including their employees, from any simple claim or claim for damages even from third party that may breach even one of the conditions included in these Agreement, the obligations of the law or the rights of third parties. In case of violation of the preceding paragraphs I constrain to exonerate to the company of any claims made by third parties and leave harmless from any actions, claims and/ or damages. I agree every damages are coming from my exclusive responsibility. I acknowledge and agree that the Company

without giving prior notification, reserves the right at its sole discretion of adopting the necessary measures if the unquestionable right causes agreed by the Company occur.

15. The original English version of the Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail.

16. I acknowledge that this Agreement, including the Compensation Plan and the Policies and Procedures incorporated herein by reference, constitute the entire Agreement between the parties here to. VYVO reserves the right to change, update or revise without prior notice and at its sole discretion all the documents and the principles, rules and policies approved by VYVO at any time. I agree to be bound by those changes and you hereby consent to and accept to comply with any such amendments.

After carefully reading these Terms and Conditions, and all documents called to herein, and in the website www.vyvo.com, I hereby agree to the same, and join as an Independent member of VYVO, of my own accord.