

TERMS AND CONDITIONS LOYALTY PROGRAM

The following Terms and Conditions govern the Loyalty Program and the benefits available hereunder.

All Users subscribing to the Loyalty Program are urged to read the Loyalty Program terms and conditions, Program terms, rules of protection plan terms described below carefully and, if the User has any questions, to contact the VYVO's customer care via ticket.

This Loyalty Program terms and conditions (“Loyalty Program” or “agreement”) is made between VYVO and the User (“you”) registering for Loyalty Program.

The participation of the User in the Loyalty Program is subject to our Conditions of Use, Privacy policy, User Agreement, Policies and procedures, Refund Policy as well as all other applicable terms, conditions, limitations, and requirements. The Terms, together with applicable terms related to any promotional offers provided to you for use within the Program, constitute the entire agreement between you and VYVO related to the Program.

By enrolling the Program, you accept these terms, conditions, limitations, and requirements. We may make changes to these Terms and Conditions or terminate the Program. If we make material changes or terminate the Program, we will inform you by official news (example: newsletter).

Eligibility

a) Account

The user must have only one account on VYVO (as established on our Policies and Procedures). In the same way, Users may not maintain more than one Loyalty Program account. So the benefits and privileges will be applied only on the primary account of the User. In the event User subscribes the Program for more than one account, the additional accounts will be canceled, and only the applicable Loyalty points will be transferred to the primary account, at the sole discretion of the company.

In this case, the User cannot file any claim to VYVO regarding any enrollment bonus or other types of bonuses or benefits.

Also, User is responsible for maintaining the confidentiality of his account, username, and password and for restricting access to his account. The user is responsible for keeping such pieces of information current, complete, accurate and truthful. User agrees to accept responsibility for all activities that occur under his account, username and/or password. User agrees to provide only current, complete, accurate and truthful information.

b) Age

The user declares is of legal age in his or her country of residence to join the Loyalty Program.

c) e-Mail

To receive information about benefits and privileges and updates about program changes, User must maintain a valid email address, if VYVO decides to communicate with you via email.

d) Activation

If the User wants to accumulate points within Loyalty Program, to take advantage of privileges of the protection plan and of other privileges, his Program as described below (view “Program terms”) must be activated.

Earning Points

The user can earn points by activating and renewing his Program.

These points are called Loyalty Points and will be credited to the User within 24 hours after the Program has been activated or renewed.

VYVO will remain exempt of any responsibility if the points are credited beyond the 24 hours period when the delay was caused by updates, interventions or improvements of our system, to major force, actions of third parties that directly or indirectly affect the proper functioning of our systems.

Program TERMS

Program

Loyalty Program is a reward program dedicated to the VYVO users who decide to subscribe to get services and benefit by purchasing VYVO Subscription Light, Loyalty, and Loyalty Pro.

The purchase of some products activates the program without generating points, while the purchase of other products determines both the activation of the program and the generation of points.

For example, if the User purchases the Subscription Light they activate their Loyalty Program but not receive Loyalty points. If the User purchases the Subscription Loyalty and Subscription Loyalty Pro they activate their Loyalty Program and they receive Loyalty points.

The Loyalty Program enables for the user some services and benefit such as:

- A. Loyalty points generation
- B. Access to the VYVO Loyalty Store
- C. Access to the Protection Plan

VYVO can change the Program's content at any time and without prior notice. The communication about the several changes or updates to the User will be done via the website www.worldgn.com / www.VYVO.com.

The Loyalty Program expires 1 (one) month after each activation.

If the User does not renew their Program within 7 (seven) days starting from the expiration date, the points accumulated (except the consolidated points) and the level reached will be canceled, and the Program Loyalty is terminated.

If the user renews the Program after these 7 (seven) days period, a new Program will start, with new start and expiration dates and new services.

During these 7 (seven) days (gray period) the services included in the program are suspended. In this sense, the user cannot use his points or activate a protection plan.

To payback fidelity, the user that remain active in the Loyalty Program for more months gets two sets of level: Advanced and Premium.

The user reaches the level Advanced if he/she remains active during 3 consecutive months, while user reaches the level Premium if he/she remains active during 12 consecutive months.

When the user reaches the level Premium, the unused points will be preserved during the next 12 months (point are consolidated). After these 12 months, any unused point will be deleted.

The User may ask for the refund of their Program by following the usual available channels. The Program can be refunded according to the conditions prescribed in the Refund Policy document. If the User has a negative Loyalty points balance, VYVO may immediately cancel or reverse any or all outstanding points.

VYVO reserves the right to terminate the User's account if VYVO determines, at its sole discretion, that a User's conduct violates these terms or any applicable law, involves fraud or misuse of Loyalty Program, or is harmful to our interests or to another customer.

VYVO also reserves the right to deny future Program if we deem the User's conduct to violate these terms.

Our failure to insist upon or enforce your strict compliance with these terms will not constitute a waiver of any of our rights.

Points

The points must be used in accordance with these terms.

The value of 1 point is 1\$.

The Loyalty Points can be used to:

- A. purchase specific products on the VYVO dedicated Loyalty Store (level Advanced forward);
- B. Activate the protection plan; the user can participate in it by reaching at least the Advanced Level. Thanks to this plan, each year the user can request for the replacement of some products for a specific quantity of Loyalty Points (within the terms and conditions of the Protection Plan described below).

The Loyalty points can be used by the User to purchase only some products offered on the VYVO website.

To purchase one product available for the Loyalty points, the User must have the Loyalty points needed for the whole amount of the products that User wants to purchase (for example, if the User wants to purchase a product which costs \$100, User must have a minimum of 100 Loyalty Points).

In this sense, the Loyalty Points cannot be fractionated.

Points used for purchasing a product that is then subject to a return, cancellation, refund, declined credit card, cannot be reapplied to your account under no circumstances.

Points may not be transferred or gifted at any time. Points cannot be used on past purchases. Points accumulated on different accounts by different Users may not be combined or aggregated to make purchases of products or for any other reason.

PROTECTION PLAN TERMS

To ensure the User has the full rights to use their Protection Plan, the User needs to have the Loyalty Program active (at the moment they requests to use the Protection Plan), at least at the Advanced Level and their Loyalty Program not suspended.

If the User's device breaks due to accidental damage and the User complies the above-mentioned characteristics, they can have access to the Protection Plan benefits.

The Protection Plan is not applied on any collateral warranty (for example, theft).

The user who has all the requirements to access the Protection Plan can request to use the program only for 1 (one) device and only one time a year.

For this reason, the user will not be able to participate in the Protection Plan or to enjoy its benefits for the following 365 days from the moment the order for Protection Plan has been completed.

When the user starts the steps to participate in the program and the order is approved, the user will not be able to cancel the request of participation.

The replacement device received within the Protection Plan is the same model for which the user has requested the replacement.

In this sense, the user must ship to the Company the device that must be replaced within 30 days from his request to participate in the Protection Plan. When it is received, it will be checked by the technical staff.

In case the requirements to benefit from the program should not be respected (e.g., the user sends a different device than the one initially indicated), the request to participate to the Protection Plan will be rejected.

When the participation to the Protection Plan is rejected, the user must request to ship back the product they sent in. In this sense, if after 6 months from the moment the Company has received the product, and the user has not requested to have it ship back, the user gives his authorization to dispose of the device. When the participation in the Protection Plan is rejected, the Loyalty points will be restored.

No request of an upgrade of the device will be accepted.

The devices replaced within the Protection Plan cannot be refunded.

In order to have this protection plan applied, it is also important that:

a) the damaged product is shipped to the company office; b) the shipping costs (both ways) are covered by the user who will not be able to request a refund of shipping costs.

Limitation of Liability

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN CONDITIONS OF USE OF VYVO WEBSITE, IN NO EVENT WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE LOYALTY PROGRAM. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE QUALIFYING PURCHASE, PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE DISPUTE. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR PROGRAM. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR VYVO'S NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS, OR MALICIOUS MISCONDUCT, OR FRAUD.

General

By joining the Loyalty Program, you agree to be bound by the terms and conditions set forth in these Terms and Conditions, as well as any other terms that may be associated with the Loyalty Program. VYVO reserves the right to cancel, modify, suspend or restrict the Loyalty Program, your account, the redemption of points, or any aspect of the Loyalty Program, including, without limitation, the points conversion ratio and the points expiration policy at any time. Any changes can be made without advance notice. VYVO may make these changes even though such changes may affect your ability to use points already accumulated. You are responsible for remaining knowledgeable about the Loyalty VYVO may make these changes even though such changes may affect your ability to use points already accumulated Terms and Conditions.

A User's points balance, as reflected in VYVO records, shall be deemed correct. VYVO reserves the right to determine the amount of points in any User's account based on VYVO internal records related to such user's account. In the event of an inconsistency between the amount accrued in a user's account as stated on any user's receipt and VYVO internal records, VYVO internal records will control. VYVO assumes no responsibility for errors caused by incorrect User information. Your right to earn points under the Loyalty Program is strictly limited. The sale of points is prohibited and may result in the confiscation or cancellation of your points as well as suspension or termination of your Program, which in each case shall be final and conclusive.

All transactions involving points and all User accounts are subject to review and verification by VYVO. The points balance in a User's account may be unavailable for use when an account or transaction is under review. VYVO may revoke any User's Program in the Loyalty Program at any time if such User engages in abuse of the Loyalty Program or fails to follow the terms and conditions of the Loyalty Program. Fraud or abuse relating to the accrual of points may result in revocation of Program in the Loyalty Program and may affect a User's eligibility for participation in any other VYVO Program, present or future. Points are non-transferable and cannot be redeemed for cash.

The interpretation and application of the Loyalty Program's Terms and Conditions are at the sole discretion and determination of VYVO. For more information or other questions, the User can submit a ticket to us.

The Terms and Conditions of the Loyalty Program are subject to change at VYVO's sole discretion at any time and without notice to Users. Upon customer's voluntary termination of their VYVO registered account, or if a customer's Program is terminated for violation of these Terms and Conditions or other activities in violation of the intended good faith use of this site, all points will immediately be forfeited and will no longer be redeemable. VYVO is not responsible for any technical or unforeseen errors that may occur.

Points are non-transferable, non-redeemable for cash, are non-refundable and are not valid outside of VYVO.