

## Terms Warranty

### 1. Scope

This agreement hereby binds VYVO, and its Customer Service Centers [hereafter VYVO] and the purchaser, payer, and receiver of VYVO Repair Services (hereafter Customer).

### 2. Agreement

This agreement describes the Customer's status rights and obligations in a more detailed fashion. This agreement is in accordance with and/or supplementing the standard limited warranty Agreement for all VYVO products, including smartwatches, bands and other related products.

The general term of guarantee established by VYVO, is 1 year for all its products from the date of delivery, except for specific individual products.

VYVO reserves the right, at its sole discretion, to modify these terms and conditions and terms of warranty for each product, giving timely information to its distributors and users, without any complaint or claim that may be advanced by a third party, with the company remaining exempt from all liability.

The Customer also confirms acceptance of these terms when the Customer submits their VYVO unit to VYVO for repair and will be obliged to comply permanently with and be taken as accepting the regulations defined by VYVO.

### 3. Customer's Authorization and Product Registration

Customers shall provide true, accurate, current and complete personal information. If there are any changes to personal information, (e.g. address, phone numbers, etc), an update and amendment of the personal information shall be made promptly via the VYVO Customer Service.

If any information is false, inaccurate, outdated or incomplete, VYVO has the right to suspend or terminate the Customer's VYVO membership and refuse any or all of the current or future use of the VYVO Service (or any portion thereof).

### 4. Dispatching Goods

Once the defective product is received by VYVO's consigned carrier, VYVO will endeavor to repair and redeliver to the Customer, within time technically necessary, counting from the day of pickup if the required spare parts are immediately available and are in stock. In this sense, VYVO will endeavor to return the system as soon as possible.

The customer agrees not to claim anything from VYVO and undertakes not to take any action against the company due to a possible delay VYVO reserves the right to dispatch repaired goods in batch mode and to reschedule shipping dates with or without prior notice. This guarantee of return period is not applicable to out-of-warranty repair services.

### 5. Responsibility and Liability

1. During repair, VYVO is not responsible for any software installed onto and/or data saved in the system and any damages thereof. For software issues, please seek additional assistance from software vendors.
2. The Customer is responsible for saving his data in a secure fashion and retaining a copy of important files. VYVO will not be liable or responsible for any loss of data or files during the process of repair or shipping.

3. Individual modules are not accepted for repair. VYVO will not be held liable or responsible for not repairing any individually sent modules or accessories.
4. A defective system must be returned to VYVO in its original packaging or in the VYVO authorized packing material. VYVO will not be held responsible or liable for damages resulting from improper packaging.
5. Due to customs reasons, VYVO cannot repair or process any returned box, the contents of which does not match what is stated on the check list. Thus, VYVO will not be held liable or responsible for the delay or ignorance or termination of repair services in the above-mentioned situation.
6. Customers agree to pay for any repair service and all shipping charges in full and on demand in case of out-of-warranty repairs carried out, and Customers also agree to pay for any repair service and all shipping charges in full and on demand when returned products have damage/ resulting from or seemingly resulting from improper usage and/or purposeful destruction.
7. In such cases, our repair center will offer an out-of-warranty repair which will be chargeable. These charges are set by the repairer to cover parts, labor and logistics.
8. VYVO is not liable or responsible for the repair or any associated costs, and any issues arising from the repair will have to be taken up directly with the repair center and not VYVO.
9. This repair service is only available to authentic VYVO products and repairs will only be carried out if the product is registered with VYVO for warranty coverage. VYVO will not be held responsible for the refusal and/or termination and/or delay of repair service that occurs in the situation where the product is out-of-warranty.
10. All faults or problems found with any VYVO product, wherever it has been met, the requirements for packaging and shipping first reported will be reported to the repair center in congruous time of receiving the unit.
11. VYVO reserves the right to refuse services to counterfeit VYVO products and/or products that are not imported/exported via lawful terms and/or products that are obtained unlawfully. In the same way and in case of violation of false or counterfeit product standards, with the aim of safeguarding the users' common and general interests, VYVO reserves the right to give notice to competent authorities.

## 6. Unauthorized Returns

Unauthorized returns, by way of example, for any reason whatsoever including but not limited to the following, are defined as follows:

- Returns missing a valid RMA authorization from Customer Care;
- Returns of equipment which are not a VYVO product or a VYVO product with non VYVO accessories;
- Returns of VYVO products which have been damaged in transit due to improper packaging by the Customer;
- Returns of products which have been physically damaged or which have been modified in any way (for example, when the Customer handling the product or adds elements or functions that can damage the original product) and hereafter "Unauthorized Return."

Unauthorized Returns will be void of warranty and will be returned to the Customer at his/her expense and risk. No refunds or exchanges will be offered, and the original invoice will be due in full.

No returns will be accepted without a valid RMA number marked clearly on the exterior of each box. Products received without a valid RMA number clearly marked on the exterior of each will be considered an Unauthorized Return under clause 6 (1) above.

All returns will be verified upon receipt by VYVO against the original date of purchase of the product and the extent of the warranty coverage. Products returned to VYVO after their warranty has expired can be repaired by the VYVO repair service but the Customer will be fully responsible for all additional costs including, but without limitation, diagnostic and shipping costs, spare parts and labor.

## 7. Warranty Coverage

VYVO units, which have extended warranty coverage bought by the customer, will not be guaranteed to receive repair service, unless the following conditions are met:

The extension package is purchased directly from VYVO and an authorized warranty code has been given.

The product and its extension information have been registered on the VYVO website by the reseller, distributor, and/or end-user.

The given warranty code proves to be authentic

## 8. Laws and Regulation

Customers need to abide by all domestic and international shipment standards and formalities and related laws in the Singapore. Since the shipment may be transnational, Customers will also have to comply with the shipment laws and regulations in their residing country and countries where VYVO is located.

## 9. Limitation of Liability

1. The liability of VYVO is limited to the fullest extent as permitted by law and shall not exceed the purchase price of the product. In the event any dispute does not involve a purchased product, the maximum liability of VYVO shall not exceed \$500.00 USD (FIVE HUNDRED USD).
2. For the avoidance of doubt, nothing in this agreement is attempting to exclude liability for death, personal injury, fraud or negligent misrepresentation.

## 10. Indemnification

The Customer agrees to fully indemnify and hold VYVO harmless from any dispute and/or litigation filed by any third party due to the breach of this agreement by the Customer. In this instance, the Customer agrees to pay, in full, all costs including, but without limitation, all legal fees, advisors' fees, damages to any third party and any court costs and the requests of compensation from Customer or third party.

## 11. Other Guidelines

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of the Singapore.



The parties irrevocably agree that the courts of Singapore, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceable shall not affect the other provisions of this Agreement which shall remain in full force and effect.

This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. The Customer has read and agrees to the terms of this agreement. The Customer agrees that by accepting, he/she is accepting the totality of this contract and he/she accepts all documents, policies, rules and terms approved of The Company.