

MEMBER BUSINESS AGREEMENTS

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FOREWORD

Velovita Inc. (“Velovita,” “us,” or “we”) is a direct selling company that markets, sells, and distributes its products through third-party, independent Members (each, a “Member,” “you”, or “your”; collectively, “Members”). It is important to understand that your success and the success of your fellow Members depends on the integrity of the men and women who market Velovita products and services. The Policies and Procedures (the “Policies”), Privacy Policy, and Terms and Conditions of Use (the “Terms and Conditions”) included herein are collectively referred to as the “Member Business Agreements,” and they are intended to clearly define the relationship between you and Velovita, between you and your customers, and between you and other Members. The terms of Velovita’s Member Rewards Plan are incorporated into the terms of the Member Business Agreements. Members can access the Member Rewards Plan in the Media Library section of their V-Cloud back office.

The Member Business Agreements, individually and collectively, are a contract between you and Velovita, its parents, subsidiaries, representatives, affiliates, officers, and directors, and their terms are incorporated into and govern the Member Registration Form and Agreement (the “Registration Agreement”) entered into between Velovita and each Member. The Member Business Agreements, the Member Rewards Plan, and each individual Registration Agreement, as any such document may be amended from time to time in the sole discretion of Velovita, constitute the complete and binding agreement and understanding between each Member and Velovita. A Member’s failure to comply with the provisions of any of these documents may result in that Member’s termination from Velovita. In the event of a conflict between the Member Business Agreements and the Member Rewards Plan or the Registration Agreement, the Member Business Agreements control. If any provisions of these Member Business Agreements shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, such provisions will be enforced to the maximum extent permissible and the remaining portions of the Member Business Agreements shall remain in full force and effect.

You have the responsibility to read, understand, and adhere to the most current version of these Member Business Agreements. When enrolling a new Member, you must ensure that he or she is provided with the opportunity, prior to enrolling as a Member, to review and understand the terms and conditions of the current (1) Member Business Agreements, (2) Member Rewards Plan, and (3) Registration Agreement.

POLICIES AND PROCEDURES

As used in these Policies and Procedures (the “Policies”) Velovita Inc. and its parents, subsidiaries, representatives, affiliates, officers, and directors will be referred to as “Velovita”, “Company,” “us,” or “we”, while third-party independent members that market, sell, and distribute Velovita’s products will be referred to collectively as “Members” and individually as a “Member,” “you”, or “your.”

IMPORTANT: PLEASE CAREFULLY REVIEW THE ARBITRATION AGREEMENT SET FORTH IN SECTION 4.7.5 BELOW AS IT REQUIRES YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING INTO THE MEMBER BUSINESS AGREEMENTS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THESE AGREEMENTS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

1. CORPORATE VISION AND MISSION STATEMENTS:

1.1 OUR VISION

Velovita envisions a worldwide movement of people realizing their greatest potential by providing an environment whereby technology and tradition unite to create a platform for everyone to thrive.

1.2 OUR MISSION

To provide an ecosystem of inspiration, education, and life enrichment. Velovita has a singular focus of increasing an individual’s daily performance, both mentally and physically.

2. CODE OF ETHICS

Velovita does not endorse discrimination of any individual based upon gender, sex, race, sexual orientation, religion, and political beliefs and views.

As a Member, you agree to abide by the following:

- You will be honest and truthful in all your activities, whether you are selling Velovita products or are enrolling others as Members.
- You will Disclose that you are an “Independent Member” or “Independent Contractor”. Under no circumstance will you hold yourself out as an employee of the Company.
- You will be respectful and courteous of others and will uphold Velovita’s positive reputation in the community.
- You will present Velovita products and the Velovita marketing plan in an accurate and truthful manner and will make no claim other than those found in current Velovita literature.

- You will strive to ensure that your customers are satisfied with Velovita products and with your service, and you will respect the privacy of your customers and Members.
- You will do your best to build your Velovita business. You will not engage in activities that are harmful to Velovita or to any other Member and will not make negative or derogatory remarks about other people, products, or organizations.
- You will comply with all federal and state statutes, regulations, and local ordinances and regulations concerning the operation of your business and will not otherwise violate any local, state, federal or international law or regulation.
- You will not publish any marketing material under the name of Velovita without first getting written approval from the Company.
- You will uphold the Code of Ethics, including the Rules of Conduct, as set forth in these Policies and will observe all business ethics while conducting your business.

2.1 HOURS OF CALL

Members are prohibited from calling customers/prospects during the days and times indicated below (the “Prohibited Call Schedule”), and failure by a Member to observe and follow the Prohibited Call Schedule shall be considered a breach of these Policies by the Member:

- On Sunday (in areas where Sunday is observed as a rest day).
- On Friday (in areas where Friday is observed as a rest day).
- On any date that is recognized and designated by the controlling government authorities as a national holiday.
- From 9:00 pm to 9:00 am daily on other days.

The Prohibited Call Schedule does not apply if you have made an appointment and the customer/prospect has consented for you to call him/her. Members are strongly urged to always make appointments. Unless you have made an appointment, do not attempt to call customers/prospects during the Prohibited Call Schedule.

Members must indicate the purpose of their visit before entering a customer’s home or premises. If a customer requests that you leave his/her home or premises, please do so immediately and without complaint; do not persist in trying to convince or push a sale. The customer has a right to make a complaint if you continue to insist that he/she listens to you.

2.2 RETURN POLICY

Customer Returns and Cancelations.

Velovita offers a thirty (30) day return policy on any products sold to retail customers through a Member’s authorized replicating website. One hundred percent (100%) of the original purchase price will be refunded to retail customers for all such products returned within 30 days from the date of purchase. Retail customers assume the cost of shipping any products back to Velovita.

Exceptions:

- **Promotions: All promotional sales are final and are not eligible for return.**

Returns of any previously purchased product are subject to the following restrictions:

The 30-day money back guarantee does not apply to any previously purchased product of the same product type or flavor (if applicable) that is ordered within the 30-day return period. In that case, only the refund request for last order will be honored and all prior refund requests will be disqualified, except for cases involving section 4.6.3.

Except for cases involving section 4.6.3, customers are limited to one refund per product type, or per product flavor (if applicable).

Example 1: If a customer purchases the same product in March, April, and May and in May requests refunds for all three (3) orders, Velovita will issue a refund for the May order only.

Example 2: A customer previously requested and received a refund for a product in April. If that customer repurchases the exact same product in June and requests a refund for the order, that request will not be accepted.

A customer may modify or cancel their V-Fill (autoship) orders prior to shipment by contacting customer support at support@velovita.com

For international markets, costs associated with duties, taxes, shipping & handling, if any, will not be refunded or reimbursed.

Return Process for Online Orders.

1. Notify the Velovita Support Department of the pending return using the Velovita Online Support Ticket System from within your account and obtain a Return Merchandise Authorization ("RMA").
2. Package the products you wish to return using proper shipping carton(s) and packing material based on the product(s) being returned. Include the original packing slip or a printed copy of your receipt. Attach a printed copy of your RMA form to the front of the package
3. Ship the package to the following address using any shipping method that provides you with a tracking number:

Velovita Returns

3750 Hacienda Blvd., Suite F,
Davie, Florida 33314

4. Provide the tracking number for your package to the Velovita Support Department through the Online Support Ticket System.

5. Once your return is received and processed, an appropriate refund will be issued within approximately three (3) to five (5) business days.

Member Resignation Returns. All products in a CURRENTLY MARKETABLE, REUSABLE, UNOPENED, AND RESALABLE condition which have been purchased within thirty (30) days* shall be repurchased subject to compliance with the Seventy Percent Rule (see section 4.5.5 of these Policies). The repurchase shall be at a price of not less than 80% (eighty percent) of the original net cost to the participant minus any commissions paid to the Member.

Note: Commissions earned will be offset as a result of the product returned. Any return requests will be considered a resignation of the Member's membership with Velovita.

OPENED products shall not be repurchased.

For international markets, costs associated with duties, taxes, shipping & handling, if any, will not be refunded or reimbursed.

To ensure that a refund is issued in a timely manner, the following steps should be followed:

1. A written request must be submitted to the Velovita Support Department, clearly citing the reason for the return of product(s) and/or sales materials.
2. Upon receipt of the proper information, Velovita will instruct the Member where to ship the products and provide the Member with a Return Merchandise Authorization ("RMA"), which must be clearly visible on the exterior of the package. (Any return without this information and the RMA number visible on the outside of the package will be rejected without exception). Velovita will issue the refund on qualified orders within approximately three (3) to five (5) business days from the date of receipt of the products or sales materials.
3. The Member assumes the cost of shipping any products or sales material back to Velovita.
4. The Member assumes responsibility for shipping products and/or sales materials in a timely manner, and for packing such products and/or sales materials in a manner that will ensure that they are received with minimal damage.
5. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used initially, the reimbursement will be issued back to that same credit card.

*The permissible return period may vary according to the laws of the country and/or state where the Member resides.

Unauthorized Returns. Should a Member refuse delivery of any Velovita shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary resignation.

Buyers Right to Cancel. Federal law entitles a buyer to cancel certain sales without penalty prior to midnight of the third (3rd) business day following the transaction. This rule covers retail customer sales of twenty-five

dollars (\$25.00) or more that occurs away from Member's main office. In addition, the Member must orally inform the buyer of the three (3) day right to cancel at the time the buyer signs the contract of sales or purchase of goods.

Exchanges. Velovita will not accept product exchanges.

2.3 AGAINST PYRAMID SELLING AND GET-RICH-QUICK SCHEMES

All Members are strictly prohibited from misrepresenting the opportunity plan as a "get-rich-quick" opportunity, and should not use fraud, coercion, harassment, or other means to force people to join as Members. Instead, they should focus their efforts on promoting the quality and features of the products.

Members shall always ensure that facts, figures, or other information distributed or otherwise disseminated during presentations and seminars are completely true and accurate and shall refrain from making any claims that they know may be untrue or misleading. Similarly, Members shall not omit or disregard any material information.

2.4 THE RULES OF CONDUCT FOR MEMBERS

These Rules of Conduct (*i.e.*, Sections 2.4-2.4.17) define the rights, duties, and responsibilities of a Member. While the Rules of Conduct primarily define the relationship between Velovita and its Members, they also concern relationships among Members. The Rules are designed to promote harmony among Members and to preserve the benefits available to all Members under Velovita's Member Rewards Plan.

In these Rules of Conduct, the following words have the following meanings, unless the context requires otherwise:

- "Code of Ethics" means the Velovita Code of Ethics as set out in Velovita's Policies (Sections 2-2.4.17).
- "Company/Velovita" means Velovita Inc., a Florida corporation with corporate office at 1111 Park Centre Blvd, Ste. 450, Miami, Florida, 33169 and its fulfillment center located at 3750 Hacienda Blvd, Suite F. Davie, Florida, 33314, its parents, subsidiaries, representatives, affiliates, officers, and directors.
- "Member" means a Member authorized by the Company to market, sell, and distribute Velovita products.
- "Member Rewards Plan" means the reward system Velovita uses to calculate and pay bonuses to its Members.
- "Velovita products" means any line of products marketed, sold, and distributed by Velovita and/or its Members, and any such other products Velovita may, from time to time, add thereto or deleted therefrom.
- "Rules" means the Rules of Conduct for Velovita Members.

2.4.1 APPLICATION FOR MEMBERSHIP

To become a Member of Velovita products, a prospective Member must apply to Velovita by completing the Registration Agreement, including (i) a commitment by such prospective Member to be bound by the Member Business Agreements, including the Code of Ethics and these Rules, and (ii) a payment of \$49.95 by such prospective Member as the registration fee and for the purchase of the Velovita Back Office "V-Cloud".

Any business organization formed and registered with the appropriate statutory authority of any country, or any person of legal age of majority (as defined in Section 4.1.8 below) or older, can apply to be a Velovita Member. In the event a Member's spouse wishes to become a Member, the spouse must be included in the Member's original Registration Agreement. Notwithstanding the foregoing, only the primary applicant's name will be used for bonuses/incentives and all correspondence from the Company. It is imperative that the primary applicant's name (*i.e.*, the Member's and not his/her spouse's) and ID number be used for all Velovita forms and business transactions for accurate organizational records.

The spouse of a Member may alternatively sign up separately for a new Membership. However, any such new Member account on behalf of the spouse of an existing Member must come under the initial/primary applicant's group. Spouses are strictly prohibited from registering as a Member in a group other than that of their existing Member/spouse.

Memberships may be granted to sole proprietorships, partnerships, and corporations (each a "Member Entity"). For such applications, a copy of the business registration or certificate of incorporation and a resolution duly signed by the partners or shareholders of such Member Entity, as applicable, must be attached to the Registration Agreement.

All information submitted by a prospective Member on the Registration Agreement must be true and complete. Velovita reserves the right to terminate the distribution rights of any Member at any time if the Company discovers that false information has been provided on the Registration Agreement or otherwise.

Notwithstanding a prospective Member's completion and submission of the Registration Agreement, no prospective Member shall be a Member until such prospective Member's Registration Agreement has been accepted by the Company in writing.

Your efforts to help others grow can become a part of your estate. Your Membership is willable to your heir. Should the beneficiary of a Member be under the age of 18, Velovita shall act trustee until such beneficiary reaches the age of 18. Nomination of beneficiaries is confined to the Member's immediate family only.

2.4.2 AUTHORIZATION OF MEMBERSHIP AND RENEWAL

A Member's authorization is valid from the date of registration (upon written acceptance by Velovita). Notwithstanding the foregoing, a Member is required to pay an annual membership fee of \$49.95 (the "Annual Membership Fee") to maintain their Membership in active status throughout the year. Failure by a Member to timely pay the Annual Membership Fee is grounds for immediate revocation by Company of such Member's status as a Member of Velovita.

2.4.3 TRANSFER/RE-APPLICATION OF MEMBERSHIP

Authorized Member status belonging to any person or Member entity may not be transferred by any Member without written consent of Velovita.

Company may, in its sole discretion and notwithstanding the payment status of a Member's Annual Membership Fee, revoke the authorized Member status of any Member who has been inactive (*i.e.*, no monthly sales) for six (6) or more consecutive months. Thereafter, to continue as a Member such revoked

Member must become a Member under a new enroller. Notwithstanding the foregoing, Velovita may, in its sole discretion, waive this six (6) month inactivity revocation, if in its opinion (1) the inactive Member's enroller or any of such enroller's upline (*i.e.*, the inactive Member's enroller's enroller or above) has caused or contributed to the Member's inactivity by failing to meet any of the enroller's responsibilities as a Member or enroller, (2) an injustice has been imposed upon the inactive Member, or (3) the inactive Member's enroller has breached any of the terms and conditions of these Member Business Agreements, including the Policies and the Code of Ethics.

2.4.4 INDEPENDENT BUSINESS RELATIONSHIP

Each Member is an independent contractor whose success and failure depends on his/her own efforts. As such:

- A Member shall not represent that he/she/it has any employment, agency, joint venture or partnership relationship with Velovita and shall make this clear in all dealings with customers.
- A Member shall not make any warranty, representation, or statement or otherwise act in the name of, or on behalf of Velovita and shall not in any way pledge the credit of Velovita.
- A Member does not have the authority or the power to bind Velovita to any obligations or to contract in the name of Velovita or on behalf of Velovita or create a liability against Velovita in any way or for any purpose.
- A Member shall not use Velovita's name, logos, slogans, trademarks, trade names or any other intellectual property rights ("Trademark(s)") without Velovita's consent, as applicable. No Member may produce or procure from any source other than Velovita any item upon which the Trademark(s) is/are imprinted. No right, title, or interest in the Trademarks or the goodwill associated therewith shall accrue to a Member pursuant to the distribution of Velovita products. When creating a business entity or assuming a fictitious name to conduct the Member's business, a Member shall not use or otherwise incorporate Velovita's name in the name of the Member's business entity or fictitious name.
- A Member shall promptly notify Velovita of any actual, threatened, or potential infringement of any of Velovita's Trademarks that the Member becomes aware of, and the Member shall do all such things and execute all such deeds and documents as are reasonably necessary to assist Velovita in any action that Velovita may, in its absolute discretion, take to prevent or stop such infringement.
- A Member shall keep all records of total income earned during the year and shall be wholly responsible for personally submitting such records and income tax payments as required by law.

2.4.5 RESPONSIBILITIES OF A MEMBER

Velovita does not guarantee its Members any income, nor does it assure them of any success. Additionally, a Member will not earn any compensation from the simple recruitment of other Members. Success will only come from hard work and individual efforts accomplished by the sale of Velovita products and through the retail success of Velovita Members enrolled by such Members. Under no circumstances shall Velovita be liable for any Member's losses or claims that are in any way connected with Velovita products and/or the distribution thereof, including (without limitation) claims related to enrolling or otherwise working in connection with Members.

Velovita Members may sell Velovita products at whatever price they and their customers agree upon; provided, however, a Member is not permitted to advertise, distribute, or sell Velovita products at any price below Velovita's Member price, listed on Velovita's official website. This includes but is not limited to 'free' products or any other special pricing that would fall below the Member price. No Velovita product may be offered along with the products of any other company.

During each presentation of Velovita products by a Member, such Member shall explain to all prospective customers and/or presentation participants the directions for use and cautions specified on the product labels of all Velovita products presented or discussed by the Member at such presentation.

A Member shall not modify any of the Velovita products or their packaging or otherwise alter, remove, or tamper with any of the Trademarks or numbers or other means of identification used on or in relation to the Velovita products.

A Member must not and shall not in any way misrepresent the quality or performance of Velovita products, and must not and shall not make any claims other than those set out on product labels and brochures issued by Velovita. Each Member shall indemnify and hold Velovita harmless in respect of any costs or damages arising from such Member's failure to comply with these Policies, including but not limited to any misrepresentations made by such Member with respect to the quality or performance of any Velovita products.

Upon the completion of a sale of any Velovita products by a Member, such Member shall deliver to each customer at the time of sale a properly completed customer receipt. All contracts provided to a customer must comply with all applicable laws, regulations, and codes of practice, including these Policies. No Velovita product or business aid can be sold at fairs, exhibitions, or any other similar events without the prior written approval of Velovita.

A Member shall promptly notify Velovita of any circumstances which may arise whereby the integrity or reputation of Velovita products or Velovita is threatened. In any such circumstances, the Member shall cooperate fully with Velovita and undertake all reasonable instructions given by Velovita to limit any damage to Velovita and/or to Velovita products.

Members are not allowed to and shall not be engaged in activities that are harmful to Velovita or to any other Velovita Member, and shall not make any negative or derogatory remarks about other Velovita Members or Velovita.

Members shall at all times comply with all laws, regulations and codes of practice applying to the operation of their memberships and shall not engage in any activity that effects the interests, image, or reputation of Velovita.

2.4.6 RESPONSIBILITIES OF AN ENROLLER

There is no "magic" involved in the Velovita business. Those who enroll widely but who do not help those new Members develop their business achieve limited success. Therefore, Members have the responsibility to mentor their enrolled Member(s)/enroller(s) and work with their enrolled Members by helping them learn the business, and always motivating and encouraging them.

No Member shall represent that there is an obligation to purchase products or that benefits may be derived solely from the purchase of products. Bonuses will only be realized through a Member's own retail sales of those whom the Member has enrolled.

No Member shall practice "forced", "high pressure" or "fraud" selling tactics, including offering lucky draws, the promise of free gifts, or discounts as an inducement to recruit other Members into their network.

No Member shall produce, sell, or distribute copies of literature or programs other than those provided by Velovita.

A Member must maintain a professional relationship with any Member enrolling, enrolled by, or otherwise working with such Member, including cooperation, training and guiding any such Member as necessary to support the business.

Members are required to encourage harmony in their network and thus, be responsible to settle any grievances, disputes, or qualms with any Member enrolling, enrolled by or otherwise working with such Member, and shall exercise due care and skill in all dealings with all such parties.

Members shall use their best endeavors to promote and develop the business of Velovita.

Members are expressly prohibited from causing, attempting to cause or otherwise soliciting any other Member to join any direct sales company other than Velovita. Members are prohibited from posting content from or about another direct sales/network marketing company of any type on social media pages made for the purpose of selling, advertising, and marketing Velovita products.

2.4.7 NONSOLICITATION

Members are free to participate in other network marketing programs. However, during a Member's membership in Velovita and for one (1) year following resignation, non-renewal, or termination of the Member's membership, with the exception of a Member's personally sponsored downline Members and customers, a Member shall not directly or indirectly Recruit (as defined below) other Velovita Members or customers for any other network marketing or direct-sales business, nor shall the Member directly or indirectly encourage anyone to do what is prohibited under this Section.

The term "Recruit" means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Velovita Member or customer to enroll or participate in another network marketing opportunity. This conduct constitutes Recruiting even if the Member's actions are in response to an inquiry made by another Member or customer.

If a Member is engaged in another network marketing program or direct sales business, it is the responsibility of the Member to ensure that her or his Velovita business is operated entirely separate and apart from all other businesses and/or network marketing programs. To this end, the Member must not:

- Display Velovita promotional material, sales aids, or products with or in the same location as, any non-Velovita promotional material or sales aids, products or services;

- Offer the Velovita opportunity, products or services to prospective or existing customers or Members in conjunction with any non-Velovita program, opportunity or products; or
- Offer, discuss, or display any non-Velovita opportunity, products, services or opportunity at any Velovita related show, meeting, seminar, convention, webinar, teleconference, or other function.

A Member engaged in another network marketing program is also responsible for ensuring that the Member is complying with all agreements governing the Member's participation in the other network marketing program. By completing and submitting the Registration Agreement, a Member acknowledges and represents that entering into (i) the Registration Agreement, (ii) the Member's Membership with Velovita, and (iii) the Member's performance under the Member Business Agreements, will NOT violate any other agreement (oral, written, or otherwise) to which Member is a party or by which Member is bound.

Member agrees that breaching this provision would cause Velovita irreparable harm, which could not be adequately compensated with money damages alone, and which would justify emergency injunctive relief, including a temporary restraining order.

2.4.8 SUPPLY OF PRODUCTS

Velovita may, at any time and at its sole and absolute discretion, suspend the supply of Velovita product(s) globally or to any Member or refuse to sell Velovita product(s) to any Velovita Member.

2.4.9 BONUS DISPUTES

The determination of any bonus payable to a Member is at the sole and absolute discretion of Velovita. Bonus periods are calculated on a monthly calendar basis, and any such bonus shall be paid by Velovita directly to qualified Members. Notwithstanding the foregoing, Velovita is not required to and has not promised any bonus payment to any Member.

Any dispute or discrepancy in the monthly bonus calculated must be brought to the attention of Velovita by written notice by Member to Velovita within fourteen (14) days from the date of bonus is issued (the "Bonus Notice Period"). Failure by a Member to challenge any bonus prior to expiration of the applicable Bonus Notice Period shall be deemed an irrevocable and final acceptance by such Member of such bonus.

Velovita reserves the right to deduct from all or part of the Member's bonus any then outstanding amounts owed by Member to Velovita.

2.4.10 TERMINATION

Velovita may at any time suspend or terminate without prior notice and with immediate effect, the status of any Member as an authorized Member of Velovita, if in Velovita's sole and absolute discretion, the Member engages in any noncompliance, breach, and/or violation of the Member Business Agreements, including these Policies, the rules, and/or Code of Ethics, or for any reason whatsoever. Bonuses and any other incentives of the offending Member shall be withheld during the period of suspension and while investigation of the Member's offense is being carried out.

If a Member is found by Velovita, in its sole and absolute discretion, to be in noncompliance, breach and/or violation of any of the Policies, including the Code of Ethics and these Rules, or for any reason whatsoever, the Member shall not be entitled to any bonuses and/or other incentives.

In addition to Velovita's rights under these Policies and Rules, Velovita further reserves the right to take any other course of action against any Member who has breached or violated any of these Policies, the Rules, and/or Code of Ethics. Velovita shall not be liable to a Member for any amount whatsoever as a result of suspension or termination of the Membership of such Member in accordance with these Policies.

In accordance with Section 4.2.16 below, a Member shall (and, if applicable, shall require its officers, employees and agents to) keep confidential any secreted confidential information that it may acquire in relation to Velovita, the distribution of Velovita products, and/or in relation to the clients, business or affairs of Velovita and shall not use or disclose such information except with the consent of Velovita. This obligation of confidentiality shall survive for five (5) years following resignation, non-renewal, or termination of the Member's membership with Velovita.

2.4.11 INDEMNITY

A Member shall be liable for and shall fully indemnify and hold harmless Velovita against any costs, liabilities, damages, losses, claims, actions, proceedings, or expenses arising out of or by reason of any breach by the Member, including the Member's officers, and/or employees (if applicable), of these Policies, including the Code of Ethics and these Rules, or any willful misconduct or negligence by the Member, including the Member's officers and/or employees (if applicable).

2.4.12 NOTICES

The Company may give notice to a Member by written communication sent by e-mail, first class mail or prepaid post to such Member's address as set forth on the Registration Agreement. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours mailing or posting (if sent by first class mail or prepaid post) or upon the expiration of twelve (12) hours after sending (if sent by email).

2.4.13 WAIVER

The failure of Velovita to exercise any right hereunder shall not be deemed to be a waiver of such right. Any waiver made in writing in respect of any breach of a provision hereof shall be valid but shall not be construed to be a waiver of any succeeding breach of such a provision or any other provision or a waiver of the provision itself.

2.4.14 SEVERANCE

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

2.4.15 EFFECTIVE DATE

These Rules take effect immediately (on Member's registration date), and all Members are deemed to have notice of and are bound by these Rules.

2.4.16 AMENDMENTS

Velovita shall be entitled at any time at its sole discretion to amend, alter, add, or delete any of the Policies, including the Code of Ethics and these Rules, without giving any prior notice to the Member and all Members shall be bound by such amendments to the Rules and Code of Ethics.

Velovita shall keep at its head office or other location determined by Velovita in its sole and absolute discretion, a definitive and official copy of the Rules as revised and modified or amended from time to time, and in the event of dispute as to the contents or import thereof, the official copy shall be the authentic text.

A Member shall be deemed to have knowledge of these Policies at all times and as amended from time to time and it shall be incumbent upon the Member to check the latest Policies as set out in the official and definitive copy of the Policies.

2.4.17 LANGUAGE

Velovita shall be entitled at any time at its sole discretion to amend, alter, add, or delete any of the Policies, including the Code of Ethics and these Rules, without giving any prior notice to the Member and all Members shall be bound by such amendments to the Rules and Code of Ethics.

3. BILL OF RIGHTS

Subject to the terms and conditions of the Registration Agreement, including these Member Business Agreements, Velovita entitles its Members to the following:

1. The right to Velovita's continual royalty.
2. The right to share your ideas with Corporate Executives.
3. The right to be eligible to participate in all of the incentives Velovita offers.
4. The right to view any and all changes to Velovita's Member Rewards Plan.
5. The right to ownership of the status of Velovita Member.
6. The right to be treated fairly and consistently by Velovita.
7. The right to be notified on all corporate policies by email.
8. The right to earn residual income.
9. The right to enroll new Members in any officially opened market worldwide.
10. The right to attend any corporate-sponsored function worldwide.

4. GLOBAL POLICY

4.1 INDEPENDENT MEMBER

4.1.1 INDEPENDENT CONTRACTOR STATUS

The Member will not be treated as an employee for federal or state tax purposes or any other purposes whatsoever.

All Members are independent contractors engaged in their own separate business pursuits. Members are not to be considered purchasers of a franchise, nor does the Registration Agreement between Velovita and its Members create an employer/employee relationship, agency, partnership, or joint venture. Members are

strictly prohibited from stating or implying, whether orally or in writing, that their relationship is any other than as outlined above. Each Member shall hold Velovita harmless from any claims, damages or liabilities arising out of the Member's business practices or failure to comply with this Section 4.1.1. Members have no authority to bind Velovita to any obligation. Each Member is encouraged to set up his/her/its own hours and to determine his/her/its own methods of sales, as long as he/she/it complies with the terms of the Registration Agreement.

4.1.2 BUSINESS CONDUCT

Members will at all times perform all of their business activities in a professional and ethical manner, which will enhance the Member's reputation and the positive reputation of Velovita. Members will not engage in any conduct that would negatively reflect on Velovita, Company or any other Member's image. Members will at all times be courteous and respectful of every person contacted including employees and executives of the corporate office of Velovita and will conduct their Member status in a way as to respect the products and professionalism of Velovita and other Members. A Member will under no circumstance disparage or infringe upon the Velovita name or reputation in connection with the marketing, selling, and/or distributing of Velovita products or misappropriate any confidential or proprietary information or trade secrets (including Member name and address lists) for use by the Member or others.

4.1.3 PRODUCT LIABILITY

Velovita's supplier(s) maintains insurance to protect Velovita and its Members against product liability claims. The supplier's insurance contains a "Vendor Endorsement" which extends coverage to Members provided that they are marketing, selling, and/or distributing Velovita products in accordance with these Policies and applicable laws and regulations, and consistent with all product labels and product literature.

4.1.4 NO PROTECTION FOR IMPROPER USE

An example of liability for improper use is a violation of the health claims restrictions or usage recommendations. Velovita's supplier(s) insurance covers only those uses, and purposes specifically set forth on the product container or in Velovita literature. A Member who attempts to change or modify Velovita's label or packaging, who misrepresents the product(s), or who makes claims other than those set forth in Velovita literature, shall not be afforded the protection of the Vendor Endorsement.

4.1.5 NO PURCHASE REQUIRED

No Member is required to purchase any Velovita products, services, or programs.

4.1.6 MEMBER ENROLLMENT

Velovita provides to its Member (i) a personalized marketing website that includes web hosting, (ii) the V-Cloud administrative tools that enable the Member to manage his/her/its business, view online tools, review the calculation and payment of commissions, and access previous records of Member purchases, and mobile access of those tools and (iii) the Velovita Vibe Mobile App ("VV Mobile App") with exclusive access to Velovita's premium content, expert training videos, specific business building content, mindset tips, and messaging features straight to your Apple or Android device.

When a Member elects to enroll with the Velovita V-Cloud at an annual cost of \$49.95 USD (forty-nine Dollars and 95/100 Cents USD), such Member will have unlimited access to his/her/its V-Cloud management

software for one year from the date of purchase. This amount will be refunded only if the Member resigns within the first thirty (30) days after the registration purchase.

4.1.7 MEMBER RIGHTS

All Members are authorized to sell Velovita products and to participate in the Velovita Member Rewards Plan. All Velovita Members may enroll a new Member. Members who have a cellular device can download all compatible Velovita applications including the Velovita Vibe Mobile App.

4.1.8 LEGAL AGE

Members must be of the legal age of majority, as recognized and designated by the controlling government authorities where the Member resides, or older to qualify and participate as an authorized Member of Velovita. Notwithstanding the acceptance by Velovita of any Registration Agreement, any Member that is not of legal age in their country and/or state of residence shall not be considered an authorized Member.

4.1.9 MARRIED COUPLES

Each Member who is an individual or legal entity shall be limited to one Membership. Spouses may each have their own Membership with Velovita. Spouses must be in the same line of enrolling and may not be associated directly or indirectly with Member positions in other downline organizations. The action of one spouse will be attributed to both spouses.

4.1.10 CORPORATIONS, PARTNERSHIPS AND TRUSTS

Corporations, limited liability companies, partnerships and/or trusts may become Members ONLY when the completed Registration Agreement is accompanied by notarized copies of the articles of incorporation, articles of organization, partnership agreement, trust document, or other charter or organic document required to be filed with the Secretary of State or appropriate government organization in the state where the entity was incorporated or otherwise created, if applicable.

To ensure compliance with these Policies, Members must disclose a complete list of all directors, officers, and shareholders involved in the corporation. That document is to be faxed or emailed to the Support Department of Velovita at support@velovita.com. Limited liability companies must disclose a complete list of all members, officers, and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries. Proof of a Federal Tax ID number must be provided along with a copy of the annual certification filed with the Secretary of State or appropriate government organization in the state where the entity was incorporated or otherwise created, if applicable. If any shareholder, partner, member, or manager of a Member is itself an entity, then the information required above for the Member shall also be required for such shareholder, partner, member, or manager.

Shareholders, members, partners, beneficiaries, and trustees, directors, and officers, as applicable, agree to remain personally liable to Velovita and bound by the Member Business Agreements, including these Policies. A completed "Operating Under a Business Name" or DBA (Doing Business As) form must be on file with Velovita. In any Member position involving the efforts of more than one individual, whether as a corporation, partnership or trust, the actions of one participant shall reflect on the Membership as a whole. If one member is found to have violated the Member Business Agreements, then the Membership as a whole will be considered to be in violation.

4.1.11 FICTITIOUS AND/OR ASSUMED NAMES

A person or entity may not register for a Membership using a fictitious or assumed name or use the identity of another person or entity(ies) that will not be associated with the Membership. No Member may enter a Social Security Number or Tax Identification Number that was not assigned to the primary individual or entity on the Membership.

4.1.12 TAX IDENTIFICATION NUMBER

All U.S. Members are required by federal law to obtain a Social Security Number or Federal Identification Number and provide it to Velovita when submitting a Registration Agreement. Velovita will use this number for all government reporting purposes.

4.1.13 TAXATION

Members will be treated as independent contractors for all federal and/or state tax purposes. As independent contractors, Members will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, social Security Act, Federal Unemployment Act, State Unemployment Act, or any other federal, state, or local statute, ordinance, rule or regulation.

Members are solely responsible for reporting all income they generate to the applicable federal, state and local taxing authorities as required by law.

Members shall consult their own tax professionals, as Velovita does not provide Members with any personal tax advice.

4.1.14 LEGAL COMPLIANCE

All Members shall at all times comply with all federal and state statutes and regulations and local ordinances and regulations concerning or applicable to the operation of his/her/its business or status as a Member. All Members are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, Velovita will issue an IRS Form 1099 Misc. for non-employee compensation for Members as required (at the time of this printing the law requires 1099's only for annual income earned above six hundred dollars (\$600.00) within a calendar year). Since Members are not Velovita employees, Velovita is not responsible for payment or copayment of any employee benefits.

4.1.15 NO EXCLUSIVE TERRITORIES

No Member shall be entitled to or receive exclusive territories for recruiting or distribution purposes, nor shall any Member imply or state to any party that he/she/it has any exclusive territory rights. There are no geographic limitations on Members enrolling except in those foreign countries that have not officially been opened for distribution by Velovita.

4.1.16 INTERNATIONAL MARKETING

Velovita owns the worldwide distribution rights to the Velovita products and the Velovita opportunity. We may elect to open certain countries for distribution from time to time (each such country, an "Opened Country") and will grant Members, in our sole and absolute discretion, limited rights to enroll in those countries. Members shall not enroll outside of our Opened Countries. To preserve our distribution rights,

Members may never secure or attempt to secure approval for Velovita products or business practices, or internet domain names, or establish any kind of business or governmental contract on behalf of Velovita.

Velovita operates under one of two (2) models in Opened Countries:

- On the Ground (OTG). This is a fully operational business model. Products are properly labeled and legalized for resale in the country. Marketing material specific to the country is available for Members residing in that country.
- Not For Resale (NFR). This is a business model of limited activity. Residents of an approved NFR market may enroll to purchase products for personal consumption/use only. They may not sell, distribute, or gift the product in any way to persons outside their household. They purchase products from our U.S. or designated office and may receive bonuses in U.S. currency where allowable by law. Furthermore, they may sponsor and enroll other residents of an Opened Country, including both NFR and OTG countries.

To enroll outside of your home country of enrollment, you must be in good standing as a Member; you must request, read, and comply with Velovita's Member Business Agreements and such other guidelines as we may have available for the Opened Country.

Members' compliance with these Policies protects Velovita and our collective ability to conduct business in selected countries. Violation of these policies may result in governmental regulatory action which may include severe fines, confiscation of property, closure of business operations, or even imprisonment.

Therefore, Members may not engage in prospecting in any country, whether an Opened Country or otherwise, without prior written approval of Velovita. Many countries have strict privacy laws that forbid blind solicitations. Also, many local laws forbid advertising for leads.

Members shall not distribute or share Velovita sales tools or materials which have not been approved for the country in which such tools and materials are distributed or shared. Promotional statements from one country's literature may not be appropriate or legal in another.

4.1.17 OTHER SERVICES AND PRODUCTS

While a Member, Member is not restricted from selling the services and products of other companies. However, direct or indirect promotion of any such products of other companies and services to another Member is limited to those Members personally enrolled by such Member. A Member found in violation of this rule risks the loss of buying privileges, possible suspension, and/or termination of the Registration Agreement, participation in the Velovita Member Rewards Plan, or status as a Member, and any other remedies to which Velovita may be entitled in law or in equity.

4.1.18 REPRESENTATION OF GOVERNMENT ENDORSEMENTS

Federal and state regulatory agencies rarely approve or endorse direct selling programs or products. The FDA does not approve cosmetic or health related products, other than certifying that the products incorporate safe ingredients. Therefore, Members may not represent directly or indirectly that Velovita's Member Rewards Plan or its products have been approved/reviewed/endorsed or otherwise backed by any governmental agency.

4.1.19 MEDICAL TREATMENT, APPROVAL AND THERAPY

Members understand that they will not say directly or indirectly that any Velovita product is FDA approved, or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, or management or remedy of illness, ailment or disease can be improved by consumption or application of the product. Members understand that Velovita products are not offered, intended or considered as medicinal treatment of any disorder or disease, either mental or physical. Members must disclose that results are unique to each individual Member, and are achieved only through hard work and dedication to a specific diet and exercise regimen in conjunction with Velovita's dietary supplements.

4.2 ENROLLING, TRAINING, AND TERMS OF TERMINATION

4.2.1 SPONSORING/ENROLLING

Members are entitled to enroll other Members in the United States, its territories, and other countries as officially opened by Velovita into the Velovita program. However, Members are compensated only for the generation of sales of products, not for enrolling new Members into the program.

4.2.2 SALE/TRANSFER OF MEMBERSHIP

A Member's status as a Member may be sold or transferred to a nonMember only following a period of six (6) months of the origination date of such initial Member, and in all cases subject to the approval of Velovita in its sole and absolute discretion. A completed and notarized Sales/Transfer form is to be submitted to the Velovita Support Department.

The Company discourages the sale of Membership and the transfer of partial interest in Membership, and prohibits the practice of partnerships as a subterfuge for transferring interest in Membership. If a Member wishes to sell, transfer, or assign (hereinafter, "sell" if used as a verb and "sale" if used as a noun) his or her whole or partial interests in a Velovita Membership the following criteria must be met:

- The Membership being sold must belong to an active Member who has maintained such active Member status for a minimum of six (6) months immediately prior to the time the request for sale is made;
- The acquiring Member may not currently have a beneficial interest in any membership or have had a beneficial interest in any membership within the preceding six (6) months of such contemplated transfer;
- The selling Member may not reapply to become a Member for a period of not less than six (6) months following the sale;
- Velovita has approved the sale in writing;

Velovita has the right to amend this rule at any time in its sole and absolute discretion.

4.2.3 MULTIPLE APPLICATIONS

If one applicant submits multiple Registration Agreements listing multiple enrollers, Velovita will only consider the first completed Registration Agreement it received. Velovita reserves the right, at its sole and absolute discretion, to make the final decision with respect to all such disputes.

4.2.4 PLACEMENT AND ENROLLER CHANGES/CORRECTIONS

Due to the complexity of the technology, placement changes and enroller corrections pose a potentially fatal risk to the structure and integrity of the genealogy tree. Accordingly, such changes and corrections are strictly prohibited.

4.2.5 ACQUISITION OF BUSINESS

A Member desiring to acquire another Member's business must first terminate his/her/its Member status and wait a period of six (6) months from the date of the resignation notice, before becoming eligible for such a purchase. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to Velovita Support Department and is subject to approval by Velovita in its sole and absolute discretion.

4.2.6 ADDING OF CO-APPLICANTS

When adding a co-applicant (either an individual or a business entity) to an existing membership, Velovita requires a fully executed Co-Applicant Form to be submitted. The original applicant must remain a party to the original Registration Agreement. If the original Member wishes to terminate his/her/its Member relationship with Velovita, he/she/it must do so in accordance with Velovita policy. If this is not followed, the business shall be terminated upon withdrawal of the original Member. All bonus and commission checks will be sent to the address on record on the membership. A co-applicant may not under any circumstance be party to any other membership. Note that the modification permitted within the scope of this paragraph does not include change in sponsoring.

4.2.7 PERSONAL INFORMATION

Personal information, such as a Member's V-Cloud management platform password, address, telephone number, etc., will be treated by Velovita as confidential and will not be shared with any other person(s) outside of Velovita, unless required by law. In the event of an emergency the inquiring party may contact the Velovita Support Department who will advise the Member that someone is attempting to contact him/her/it.

4.2.8 TRAINING REQUIREMENT

Members are required to ensure the adequate training of the Members they enroll. "Adequate Training" shall include, but is not limited to, education regarding the Policies, Member Rewards Plan, Terms and Conditions, Privacy Policy, product information, sound business practices, sales strategies, and ethical business behavior. An enroller must maintain an ongoing, professional leadership association with Members in his/her/its organization and must fulfill the obligation of performing a bona fide supervisory, sales, or distributive function on the sale or delivery of products and services to the ultimate consumer.

4.2.9 RESIGNATION

Any Member may voluntarily resign his/her/its Member status by failing to timely pay Annual Membership Fees when due or by sending written notice to the Velovita Support Department. Resignation is in effect immediately upon receipt of such notice unless otherwise specified by Member in such notice. A Member who resigns his/her/its membership may not reapply either individually or have financial interests in any other Member entity for a period of six (6) months from the date of resignation.

4.2.10 SUSPENSION

Velovita reserves the right to suspend any Member position at any time for cause when it is determined that the Member has violated the provisions of the Registration Agreement, including the Member Business Agreements and the Member Rewards Plan as they might be amended from time to time, or the applicable laws, regulations, and standards for fair dealing. Velovita shall make such involuntary suspension in its sole and absolute discretion. Velovita will notify the Member either by postal delivery or email sent to the latest address listed with Velovita for the Member. In the event of a suspension, the Member agrees to immediately cease representing himself/herself/itself as a Member of Velovita.

During the investigation period of the suspension, any commissions, overrides or bonuses, which may be due, will be held in abeyance by Velovita pending resolution. Should the infraction be deemed unsubstantiated, or the appeal evaluated and accepted by Velovita, the suspension shall be lifted and any commissions, overrides, or bonuses will be credited to the Member. During the applicable suspension period, Velovita products and services may be purchased by the suspended Member at Member cost. However, the suspended Member does not have the right to represent himself/herself/itself as a Member, promote his/her/its Member business or Velovita's products during the applicable suspension period. In any instance where applicable law is inconsistent with or requires additional or other action than set forth in the foregoing, such procedure shall automatically be amended to conform to compliance for the residents of that particular state.

If a Member is suspended for wrongdoing for a determined period of time, that Member will not be entitled to earn commissions or overrides for the period of the suspension.

4.2.11 TERMINATION

A Member may be terminated for violating any of the terms of the Registration Agreement, including the Member Business Agreements and the Member Rewards Plan. Notice of termination, citing the reason(s) for the action, shall be provided in writing to the Member and delivered either through postal delivery or email. Termination shall be effective as set forth therein, if a timely appeal is not provided by the Member in accordance with the appeal procedure set forth below.

4.2.12 APPEAL

A suspended or terminated Member may appeal the action by submitting a letter to the Legal Department of Velovita stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). Velovita must receive the letter of appeal within ten (10) business days of the date of such notice of suspension or termination. If Velovita has not received the letter of appeal by the deadline date, the involuntary suspension or termination shall automatically become final.

If a Member files a timely appeal, Velovita will, at its sole discretion, review and notify the Member of its decision. The decision of Velovita shall be final and will not be subject to further review.

If the appeal is denied based upon the documentation and evidence presented against the Member, the suspension or termination shall remain in effect as of the date of Velovita's original notice.

4.2.13 SUCCESSION

Notwithstanding any other provisions of these Policies, upon the death of a Member, the Member entity shall pass to his/her/its successor in interest as provided by law. However, Velovita will not recognize such transfers until the successor in interest has submitted a completed and fully executed Sales/Transfer form to the Velovita Support Department, together with certified copies of the death certificate and will, trust, or other instrument. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other Member. In addition, the successor in interest must be of legal age in his/her/its country of residence.

4.2.14 DIVORCE OR DISSOLUTION

During the pendency of divorce or entity dissolution affecting any Member, the parties thereto must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the Velovita business where by the relinquishing spouse, shareholders, members, partners, or trustee authorize Velovita to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- The parties may continue to operate the Velovita business jointly on a business-as-usual basis, where by all compensation paid by Velovita will be paid in the joint name of the parties or in the name of the Member entity, to be divided as the parties may independently agree between themselves.
- Under no circumstance will Velovita split commissions and bonus checks between divorcing spouses or members of dissolving entities. Velovita will recognize only one (1) individual or organization and will issue only 1 commission check per Velovita business, per commission cycle. Commission checks shall always be issued to the same individual or entity. If parties to divorce or dissolution proceedings are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Registration Agreement shall be involuntarily cancelled.

If a former spouse or former entity affiliate has completely relinquished all rights to his/her original Velovita business he/she is therefore free to enroll under any enroller of his/her choosing, so long as he/she meets the waiting period set forth by Velovita. In such a case, however, the former spouse or party shall have no rights to any Member in his/her organization or any former Member.

4.2.15 CHANGES IN FORM OF BUSINESS ENTITY

A Member that is a business entity and desires to change its current legal form may do so as long as neither (1) the proportional equity ownership percentages in the Member business entity, nor (2) the individual(s) or entity(ies) with authority to direct and manage the affairs of the Member business entity, is altered following the change in legal form. All equity holders of the former legal entity must confirm with a notarized or other form of authenticated signature that they agree to the change. Additionally, a new Registration Agreement must be submitted by the new Member business entity.

4.2.16 CONFIDENTIALITY AGREEMENT

Members may gain access to confidential information through the Velovita website. Without limiting the foregoing, any information contained in any genealogical or downline report provided or accessible to a Member by Velovita, including Members' names, addresses, and/or compensation, and any other

information expressly identified in the Member Business Agreements as being confidential and/or proprietary, is Velovita's confidential and proprietary information, and is transmitted or available to the Member in strict confidence. The Member agrees that he/she/it will not, directly or indirectly, disclose any such confidential information to any third party, or use the information to compete with Velovita. This information is to be used only for the promotion of the Velovita Member Rewards Program. The Member and Velovita agree that without this agreement of confidentiality and nondisclosure, Velovita would not provide the information or make it accessible to the Member. Any Member who is found, or reported to be in violation of this rule, may not only risk the loss of buying privileges, possible suspension, or termination from participating in the Member Rewards Plan, and/or termination of the Registration Agreement, but Velovita may also seek injunctive relief and/or any other available remedy. It is agreed that this provision shall survive for five (5) years following resignation, non-renewal, or termination of the Member's membership with Velovita.

4.2.17 PRODUCT TESTIMONIALS

Members are encouraged to share their excitement as the result of product consumption and use. Members can feel free to submit all testimonials and photographs to Velovita at compliance@velovita.com before they are publicly posted or otherwise published. Velovita reserves the right to use any statements, videos, photographs, and/or other materials Members and customers voluntarily submit to it via its Support Department or otherwise, in its promotional material without furnishing any financial or other compensation to such Members and customers. Upon signing the Registration Agreement, each Member agrees to secure any third-party rights, permissions, or consents such as publicity, privacy, and intellectual property rights required for Velovita to use. Member also agrees to release the promotional information the Member submits to Velovita, including the Member's testimony, and waives any claims or rights to the same.

Members understand and agree to disclose themselves as an "Independent Contractor" or "Independent Member" with the following disclaimer (in bold and italicized font when possible):

"The results shown in the photo (or described in the testimonial) are unique to the individual, and were achieved only through dedication to a specific diet and exercise regimen in conjunction with Velovita's dietary supplements. Results are not typical."

4.2.18 TARGETING OTHER DIRECT SELLERS

Members agree to refrain from systematically targeting members of another network marketing business to become a Member, this includes but is not limited to any Amway Member. If any lawsuit, arbitration, or mediation is brought against any Member alleging that he, she, or it engaged in such prohibited activity, he, she, or it shall indemnify Velovita against all claims, actions, suits, and demands arising from or related to such targeting.

4.2.19 VENDOR CONFIDENTIALITY

Velovita's business relationship with its vendors, manufacturers and suppliers are confidential. A Member shall not contact, directly or indirectly, speak to, or communicate with any representative or any supplier, manufacturer, or vendor except at a Velovita sponsored event at which the representative is present at the request of Velovita.

4.3 TRADEMARK, LITERATURE AND ADVERTISING

4.3.1 TRADEMARK

The name of Velovita, and the name of all the Velovita products, services and programs are the trademark of and are owned by Velovita. Only Velovita is authorized to produce and market products and literature under these trademarks. This includes but is not limited to slides, overheads, brochures, videos, domain addresses, email addresses, and other training and/or marketing materials and all promotional materials including but not limited to t-shirts, caps, pins, magnetic signs, etc. Use of the Velovita name on any item not produced or authorized by Velovita is prohibited, except in the manner described below:

“Jane Doe - Velovita Independent Member OR John Jones - Velovita Independent Contractor”

Note: No other variation may be used to describe the Member’s association with Velovita.

4.3.2 YELLOW AND WHITE PAGE LISTINGS

Members are not permitted to use the Velovita trade name in advertising their telephone and/or fax numbers in the white or yellow pages of the telephone book or any internet telephone directory, without identifying themselves as a Member or independent contractor. Moreover, Members are prohibited from using the Velovita trade name when creating a listing on the Better Business Bureau Directory.

4.3.3 “TOLL FREE” TELEPHONE NUMBER LISTINGS

Velovita Members are not permitted to list their “toll free” telephone numbers under the Velovita trade name without first submitting a request to the Velovita Support Department for approval. If approval is obtained in writing from Velovita for a toll-free listing, it must be stated in the following manner:

“Jane Doe - Velovita Independent Member OR John Jones Independent Contractor”

Note: No other variation may be used to describe the Member’s association with Velovita.

4.3.4 IMPRINTED CHECKS

Members are not permitted to use the Velovita trade name or any of its trademarks on their business or personal checking accounts.

4.3.5 IMPRINTED BUSINESS CARDS OR LETTERHEADS

Velovita Members are not permitted to create their own business cards or letterhead graphics of the Velovita name and/or trademark. Only versions and wording approved by Velovita in writing are permitted.

4.3.6 COMPANY LITERATURE

Only official Velovita literature may be used in presenting Velovita products and/or the Velovita Member Rewards Plan. Company literature may not be duplicated or reprinted without prior written permission from Velovita which may be obtained through email communication, mail or fax directed to the Compliance Department. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by Velovita. Items on the Corporate website and the replicating Member website may be downloaded for promotional purposes.

4.3.7 ADVERTISING

Only Company approved materials may be used in the placement of any advertising in any print, radio, television, Internet, electronic or another media. No person shall use the Velovita name, logos, trademarks or copyrighted material in any advertising nor produced by Velovita or without express written permission from the Compliance Department of Velovita. For approval, mail, fax or email a copy of the proposed advertising material to the Support Department or the Compliance Department at compliance@veleovita.com and include a description of the placement (publication, month, year, etc.). Velovita will email, mail or fax edits/approvals with an approval code. Approval codes must be visible on the lower right-hand side of any approved material. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Allow approximately forty-eight (48) hours from receipt for processing.

4.3.8 OPPORTUNITY CLAIMS

The terms that a Member uses when discussing the Velovita program are critical. The use of improper terms can create a situation that is in violation of regulatory standards when in fact the proper discussion of the programs reflects the full and complete compliance with all standards. It is the responsibility of all Members to fully understand these differences to avoid suspension or termination for false representation or operation of their Membership. Under no circumstance shall a Member make any false or misleading statements regarding a Member's payment. "Blind Prospecting" is strictly prohibited. A Member signing up a Prospective Member is responsible for making the Prospective Member fully aware as to the nature of their enrollment with Velovita, and obtain the individual's unequivocal prior consent to be enrolled as a Customer or Member under them. A Member found in violation of this rule risks the loss of buying privileges, possible suspension, and/ or termination of the Registration Agreement, participation in the Velovita Member Rewards Plan, or status as a Member, and any other remedies to which Velovita may be entitled in law or in equity.

4.3.9 BUSINESS OPPORTUNITY SPECIFIC CLAIMS

The word "fee" should never be used to describe Velovita products—regardless of how they are obtained. The only "fee" is for the fully replicable website and business management V-Cloud. There is no fee for products, but rather a purchase price set to reflect the true wholesale and retail value of the product.

4.3.10 INTERNET AND WEBSITE POLICY

A Velovita Member may promote his/her/its Member business through Velovita's replicating website only. The website links seamlessly to the official Velovita website giving the Member a professional and Velovita-approved presence on the Internet. A Member may not independently design a website that uses the names, logos, or products descriptions of Velovita or promote (directly or indirectly) Velovita products or the Member Rewards Plan, without first obtaining written approval of the Compliance Department of Velovita at compliance@veleovita.com. A Member may not advertise or promote their Member business or Velovita's business, product, or marketing plan or use Velovita's name in any electronic media or transmission, including on the Internet via website or otherwise without the prior written approval of the Compliance Department of Velovita, which approval may be withheld in its sole and absolute discretion. If written approval is given, Member must abide by the guidelines set forth by Velovita, including but not limited to the following:

- a. Members shall not make offers, contests, sweepstakes, promotions, or solicitations in the guise of research, surveys, or informal communication, when the real intent is to sell products or services or to enroll Members;
- b. Members operating online websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used;
- c. Members sharing personal information collected online shall provide individual consumers with an Opt-out option, (i.e. the opportunity to prohibit the dissemination of such information) and if any consumer requests that his or her personal information not be shared, Members shall refrain from sharing such information;
- d. Members shall abide by all federal and state laws and shall provide individual consumers the option to terminate any further communication between the Member and the consumer and if any consumer requests that a Member cease communication, the Member shall immediately stop communicating upon such request;
- e. Members must abide by all laws and regulations regarding electronic communications;
- f. Members may not distribute content by use of the distribution lists or to any person who has not given specific permission to be included in such process; spamming or distribution of chain letters or junk mail is prohibited;
- g. Members may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation and (Velovita) Member may not directly or indirectly, send bulk unsolicited emails to persons with whom he/she/they have not had a prior or existing personal or business relationship.

Each of the following statements must be included and accessible to third parties from each Member's Velovita website:

- "Statements made in this publication have not been evaluated by the U.S. Food and Drug Administration. These products are not intended to diagnose, treat, cure or prevent any disease."
- "As with any supplementation program, consult your healthcare provider before beginning any regimen, particularly if you have any existing health concerns. Always read and follow label directions."
- "The earnings and results mentioned in this publication may not be representative of your results. Your results as a Velovita Member depend on your individual effort and enterprise."
- "Product, company and marketing information and photos are copyrighted by Velovita and are used with permission."

4.3.11 DOMAIN NAMES

Members may not use or attempt to register any Velovita trade names, trademarks, service marks, product names, the Company's name or any derivative thereof, for any internet domain name or Uniform Resource Locator, also known as a URL or web address.

4.3.12 BLOGS, CHAT ROOMS, SOCIAL NETWORKS, AND OTHER ONLINE FORUMS

Members who wish to employ blogs, chat rooms, online forums, social networking applications or websites, and/or online marketplaces such as Facebook, Instagram, Twitter, YouTube, Snapchat, TikTok, LinkedIn, Pinterest, etc., ("Social Media") to promote their Velovita Member business may only do so subject to compliance with the following terms and conditions:

Members may post and may direct others to visit their Velovita official website or replicating website on Social Media and through their personal Facebook Profile/Timeline and other personal Social Media accounts. Members are not permitted to use any Velovita trade names, trademarks, service marks, product names, the Company's name or any derivative thereof, for the name of any blogs, chat rooms, online forums, social networking applications or websites, and/or online marketplaces. Member must abide by the guidelines set forth by Velovita, including but not limited to the following:

- a. Members using a personal page or business page to promote and build his/her/their Velovita business, must identify him/her/themselves in the "Intro" section and/or cover photo as a *"Jane Doe - Velovita Independent Member OR John Jones - Velovita Independent Contractor"*.
- b. Members must respect others and keep the content positive, professional, and free of offensive content and vulgarity.
- c. No other products or services may be promoted or discussed in conjunction with Velovita's products or services, nor may any comparisons be made between Velovita's products and other products, their ingredients, effectiveness, etc. except where the Member Business Agreements expressly state to contrary, Members may not make claims of any nature whatsoever concerning Velovita products or its business opportunity on Social Media.
- d. Only statements made on official Company Material may be used to promote products or the Member opportunity on Social Media.
- e. Members may also post details about local Member meetings, mixers, trainings, conference calls and any corporate events to which visitors would be welcomed.

Testimonials on Social Media.

Members may post their own before/after results pictures, as well as, those of others who have given their express written permission to do so on their personal and/or business social media page. Testimonials must be truthful and accurate, and supported with a detailed account of how the results were achieved. Testimonials and before/after pictures that make misleading weight loss claims, or any medical or income claims will not be approved and must not be posted. Members must state that you are a Velovita Independent Member OR Independent Contractor along with the following disclaimer(s):

- “Statements made in this publication have not been evaluated by the U.S. Food and Drug Administration. These products are not intended to diagnose, treat, cure, or prevent any disease.”
- “The results shown in the photo (or described in the testimonial) are unique to the individual, and achieved only through hard work and dedication to a specific diet and exercise regimen in conjunction with Velovita Products. Results are not typical.” This disclaimer must be conspicuous, clear, and obvious to the viewer.”

Members who are uncertain whether or not their posts are compliant with the terms of the Member Business Agreements should feel free to contact compliance for reassurance.

Social Media “Live” Events.

In the event that you utilize any social media “live” feature to promote your independent business, you must include a disclaimer that you are an “Independent Member OR Independent Contractor” and that the statements made within the live posting have not been reviewed by Velovita and Velovita does not endorse those statements. Required disclaimers include the following:

- “I am a Velovita ‘Independent Member OR Independent Contractor’. The opinions and content posted on this page are my independent thoughts and opinions and have not been approved or endorsed by Velovita Inc.”
- “Statements made in this publication have not been evaluated by the U.S. Food and Drug Administration. These products are not intended to diagnose, treat, cure, or prevent any disease.”
- “As with any supplementation program, consult your healthcare provider before beginning any regimen, particularly if you have any existing health concerns. Always read and follow label directions.”
- “The earnings and results mentioned in this publication may not be representative of your results. Your results as a Velovita Member depend on your individual effort and enterprise.”
- “Product, company and marketing information and photos are copyrighted by Velovita and used with permission.”

Members shall not make any unsubstantiated, misleading, or false health, medical, or income claims on social media. Members agree to remove any questionable social media content at the bequest of a Member in their upline.

Members may not share or post any content (e.g., videos, articles, podcasts) created by a Velovita spokesperson which has not been previously posted by Velovita on its official website or Velovita’s official social media outlets. Furthermore, Members shall not post any unauthorized videos or podcasts recorded during any Velovita event.

Members shall not post or offer any additional promotions for people to order from their personal or business social media page.

Members may share any posts which come directly from Velovita’s official social media outlets or Sites.

Members are prohibited from posting any communication received from or generated by Velovita Inc. including its Support Team, Compliance Team, Legal Team or any other employees, contractors or representatives to any social media page or Facebook Closed or Private Groups. Such communications are deemed and should be treated as strictly confidential.

Closed/Private Facebook Groups.

Members who employ a Facebook Group page (“Creators”) must adhere to the following Rules:

- Facebook Group Creators who create a group for the purpose of discussing, advertising, and/or promoting selling, or marketing Velovita Products must make the Global Master Distributors (“GMDs”) administrators of the Group and temporary leave the Group and rejoin in the capacity of a Moderator. Only the GMDs or a Compliance Officer of Velovita are permitted to be a creator of a closed/private Facebook Group and shall have the ability to monitor all comments and/or information posted therein.
- All Closed or Private Facebook Group pages must not exceed one hundred (100) members, unless the Group has received express permission in writing from Compliance to exceed that number.
- Private Facebook Groups should consist of Members in your lineage only. Inviting cross lineage Members to join Closed or Private Facebook Groups is prohibited and must be avoided.
- All Members must officially be added by the Administrator(s) of the Facebook page to participate in the Closed or Private Group.
- Administrators, Members, and content contained in the Closed or Private Facebook Groups must comply with the Velovita Policies and Procedures.
- Members associated with the social media group (Administrators/Members) are not permitted to promote and/or advertise any products of other companies on the Facebook page of the Closed or Private Group.
- Persons associated with the group may not engage in cross-line recruiting, unhealthy competition, or any other unethical business practices.
- The Facebook Closed or Private Group page cannot contain any health medical or income claims.
- Velovita reserves the sole and exclusive right to determine whether a Closed or Private Facebook Group is in violation of any Velovita Policies & Procedures.

4.3.13 ELECTRONIC ADVERTISING

Members may not sell, market or promote, or distribute the Company’s business, marketing plan, products or services on any third party “auction” site, including but not limited to eBay, Facebook, Amazon, Etsy, TikTok, Craigslist, Facebook Marketplace, Sears.com, Jet.com Walmart.com, Ubuy, Bols, Groupon, Poshmark, and Alibaba or any other Social Media, except as detailed under the preceding paragraph. Members shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or enroll Members. If personal information is collected online, the Member must provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, Member shall refrain from sharing such information. Members shall provide

individual consumers the option to terminate any further communication between them and the consumer, and if any consumer requests that he or she wishes to cease communication, the Member shall immediately stop communicating upon such request. It is important that all Members abide by all laws and regulations regarding electronic communications.

Members that sell, market or promote, or distribute their Velovita Member business, or Velovita's marketing plan, products or services through third-party search engines, shall not incorporate Velovita's website (www.Velovita.com) into their advertisement or listing. Members are permitted to pay for advertising 'Likes' in order to promote their Velovita business.

4.3.14 V-CLOUD, MOBILE APPLICATION POLICY

Members that use Velovita services, including but not limited to the V-Cloud and the Velovita Vibe app ("VV Mobile App") agree to abide by the terms of the agreement herein. Velovita believes in recognizing those who have contributed to its success. Velovita offers a messaging feature in the VV Mobile App to bridge the gap between team Members to promote communication, efficiency, team building, growth, to encourage positive long-lasting relationships between team members, and to acknowledge Members for their efforts. Members who use the messaging feature of the app may only use the app to promote, market, and sell Velovita products and to encourage and support their team members.

All in app Messaging communications are deemed and should be treated as strictly confidential. Members who use the messaging feature of Velovita's Mobile App are strictly prohibited from removing any messages (*i.e.* copying and pasting messages from another member into a text message or internet browser, taking screen shots of messages). Under no circumstance should any messages from the app be saved to your personal camera roll or any cloud drive, Adobe Acrobat account, document folder, word processor, notes, or any other location other than the VV Mobile App.

Under no circumstance shall the any Member use the VV Mobile App to harass, threaten, or otherwise coerce other Members. Furthermore, Members are strictly prohibited from discussing, advertising, and/or promoting any products other than Velovita Products. This includes comparing Velovita's Products, such as ingredients, effectiveness, and potency, in any way to another product.

Messages will be archived after six (6) months and will be kept by Velovita only for as long as necessary for the purposes set out in the Privacy Policy.

A Member shall not disseminate any message made to or by him or her in the app to a third-party for which the communication was not intended. A Member found in violation of these rules risks the loss of buying privileges, possible suspension, and/or termination of the Registration Agreement, participation in the Velovita Member Rewards Plan, or status as a Member, and any other remedies to which Velovita may be entitled in law or in equity.

4.3.15 OTHER SALES MEDIA

Velovita products may not be sold or promoted through catalogs or other mass sales mediums such as magazines, infomercials, television, radio, or other related sales media, unless approved by Velovita in writing.

4.3.16 E-MAIL AND NEWSGROUP MARKETING

Members who engage in emailing or employing other services to email unsolicited and unapproved email flyers are fully responsible for all information regarding the product and Member Rewards Plan that is not expressly contained in advertising and promotional material supplied directly by Velovita. “Spamming” as well as telephoning or faxing without consent in compliance with applicable laws is strictly prohibited. Other than the materials and information that is provided by the Company, Velovita must approve in writing any information that is intended to make a representation about Velovita and/or its products. Members shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as the rights of privacy and publicity) of others. Members shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Members shall not advertise or offer to sell any goods or services for any commercial purpose through, or conduct or forward, surveys, contests, pyramid schemes or chain letters. Users of Velovita’s website will not participate in any activity that will restrict or, inhibit any other user from using and/or enjoying the website.

4.3.17 AUCTION SALES

Members may not sell Velovita products via live, silent, Internet or any other type of auctions even if offered at Velovita’s Member price, listed on Velovita’s official website. (See Section 4.2 of these Policies).

4.3.18 TRADE SHOWS

Upon prior written authorization from Velovita, Members may display Company products and opportunity at trade shows. Request for participation in trade shows must be received in writing by Velovita at least two (2) weeks prior to the show. Written authorization from Velovita must be received before participating in such events. Company products and opportunity are the only products and opportunity that may be offered in the trade show booth. Only Company approved marketing materials may be displayed or distributed.

4.3.19 GENERIC BUSINESS ADVERTISEMENTS

Members may not imply that a job, position, salary, or any type of employment is being offered in order to generate business. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part time employment, or guaranteed incomes. The Velovita opportunity is not employment, and may not be presented as such. Terms such as “manager trainee”, “management position available”, “travel provided”, “call for interview”, “position available”, “now hiring”, and other similar or otherwise misleading statements are not allowed. No specific income may be promised or implied and any reference to compensation must use the word “bonuses” to indicate the independent contractor status of Member.

4.3.20 INCOME CLAIMS/LIFESTYLE CLAIMS

Members may not display, in any manner for recruiting purposes or any other reason, their own or anyone else’s commission checks or make specific income claims or representations. Members may not imply or suggest what a Member will earn and may not make any claims, representations, promises or guarantees on behalf of the Company regarding income.

Members may not display any visual representations of income claims to prospective Members and must comply with Section 4.3.32 below.

4.3.21 MEDIA INTERVIEWS

Members are prohibited from granting radio, television, newspaper, tabloid or magazine interviews or using public appearances, public engagements, or making any type of statement to the public media to publicize Velovita, its products or their individual Velovita business without express, prior written approval from Velovita which may reasonably be withheld by Velovita in its sole discretion. All media contacts and inquiries must be coordinated through Velovita and must contain a complete description of the interview format and venue.

4.3.22 ENDORSEMENTS

No endorsements by any Velovita officers or administrators or third parties may be alleged by a Member, except as expressly communicated in Velovita literature and communications.

4.3.23 INDEPENDENT COMMUNICATIONS

Members as independent contractors are encouraged to distribute information and direction to their respective downline organizations. Velovita encourages the prudent distribution of newsletters, training manuals and workshops, and other organizations programs. However, Members must identify and distinguish between personal communication and the official communication of Velovita and must comply with these policies.

4.3.24 MEMBER TRAINING

Members are responsible for participation in the training of the Member they enroll. Training assistance is provided in Velovita literature and in additional training tools as well as online, offline, and in the V-Cloud back office. Further, Members may attend local and regional training workshops for Members.

4.3.25 MEMBER SERVICES

Velovita provides every Member who generates any income as a Velovita Member with management and training communications, timely delivery of products and sales materials, and access online, offline, and in the V-Cloud back office to reports of sales made by their sales organization for the calendar period in which commissions and overrides are earned and paid. All management and training communications provided to Members to improve the performance of their Velovita business are Velovita's confidential and proprietary information.

4.3.26 RE-PACKAGING PROHIBITED

The repackaging of Velovita products for resale is strictly prohibited under any circumstance.

4.3.27 PROMOTIONAL ITEMS

Member and Member groups may desire to create promotional items such as t-shirts, hats, bags, cups, etc. to show unity and to promote their Member business. Prior to the creation of such items, a written request must be submitted to Velovita for approval of any material that incorporates and uses any trademarks and copyrights owned by Velovita. No promotional item as described above, or any others may be created for sale and only a limited quantity will be permitted. Velovita reserves the right to deny any request for the creation and use of such items in its sole and absolute discretion.

4.3.28 RECORDINGS

Members shall not produce any audio or video materials detailing the Velovita opportunity or products. Members are also prohibited from reproducing any such audio or video materials that were produced by Velovita. Members shall not audiotape, videotape, or otherwise record any Velovita function.

4.3.29 TELEPHONE ANSWERING

Members may not answer the telephone or create recordings saying “Velovita” or in any manner that could lead the caller to believe that he or she has reached the Corporate Offices of Velovita.

4.3.30 LIMITATION OF PRODUCT WARRANTIES

Members may make no claim, representation or warranty concerning any product or service of the Company, except those expressly approved in writing by Velovita or contained in official Velovita materials. Except as expressly stated herein, the company makes no warranty or representation, express or implied, as to the merchantability or fitness for a particular purpose, workmanship or any other warranty arising by law, statute, usage of trade or course of dealing concerning any product or service purchased from or through the Company. To the maximum extent permitted by applicable law, all such products and services are provided “as is”, “with all faults”, and “as available”.

4.3.31 LIABILITY

Violation of the Member Business Agreements, including these Policies, may be grounds for suspension and/or termination of that individual’s status as a Member. The violator also may be subject to civil or criminal liability resulting from violation of the Registration Agreement, including these Policies, the Member Business Agreements, the Member Rewards Plan, and/or state or federal law. Additionally, Velovita may withhold from any payment to any Member any amounts necessary to compensate Velovita any damages suffered by Velovita for any actual or anticipated breach of a Member’s violation of the Registration Agreement, including these Policies, the Member Business Agreements, the Member Rewards Plan, and/or state or federal law. Member acknowledges and agrees that any breach or threatened Breach of these Agreements may result in irreparable harm to Velovita for which there is no adequate remedy at law, in any such event, Member acknowledges that Velovita shall be entitled to seek injunctive relief, including without limitation a temporary or permanent injunction, without the necessity of posing a bond [and without having to establish actual damages resulting from a breach], to prevent any further breach of these Agreements by Member.

4.3.32 OPPORTUNITY REPRESENTATIONS

No Member shall engage in any deceptive, false, misleading, unethical, or unlawful consumer or recruiting practice. Members shall ensure that no statements, advertisements, promises, testimonials, or other representations are likely to mislead consumers or prospective Members. Information provided by Members concerning the opportunity and/ or participation of the Member in the Velovita opportunity shall be accurate, complete, and not likely to mislead potential recruits. Members shall not make any factual representations to prospective Members that cannot be verified. In particular, Members shall not misrepresent the rank of position they have achieved as a Member in the Velovita opportunity, examples of which include, but are not limited to: inclusion in advertising material, either written, verbal, digital, of a rank that a Member has not achieved; use of titles that denote corporate affiliation to Company of some kind or that have not been bestowed upon the Member.

4.4 PAYMENT OF BONUSES AND OVERRIDES

4.4.1 MEMBER APPLICATION AND AGREEMENT

Bonuses and overrides cannot be paid until a completed Registration Agreement has been received and accepted by Velovita. Bonuses are accrued by Members ONLY following the sale of Velovita products. No bonuses shall be accrued or paid as a result of the purchase of any sales materials, sales aids, or for the recruitment of Members.

4.4.2 COMMISSION PAYMENTS

The minimum amount of payment of commissions is \$25.00 USD (twenty-five US dollars) or as otherwise mandated in any foreign country. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds \$25.00 USD (twenty-five and 00/100 U.S. Dollars).

4.5 PURCHASE AND SALE OF PRODUCTS

4.5.1 NO PURCHASE REQUIRED TO BECOME A VELOVITA MEMBER

No product purchase is required to become a Velovita Member. Velovita Members are entitled to purchase products from Velovita at the Member price, listed on Velovita's official website.

4.5.2 STOCKPILING PROHIBITED

The success of Velovita depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling by Members are prohibited. Velovita recognizes that Members may wish to purchase certain products in reasonable quantities for their own use, for inventory purposes, and for the purpose of provisioning new Members as they are enrolled. However, Velovita strictly prohibits the purchase of products solely in an attempt to qualify for advancement in the Member Rewards Plan.

4.5.3 INACTIVE MEMBER POSITIONS

Any Member position that has not been activated by the close of the commission week from the enrollment date with paid product order(s) and/or V-Cloud management platform service will be considered voluntarily resigned and will not be eligible for reinstatement at a later date. In addition, inactive positions showing no orders and no V-Cloud management platform service will be terminated by Velovita after thirty (30) days from the inactive date.

4.5.4 BACK ORDER

Should any product or sales material be unavailable for any period of time, Members will be given the option of placing the order and waiting for availability or canceling the order with full reimbursement without penalties until those items are ready for shipping.

4.5.5 SEVENTY PERCENT RULE

In order to qualify for commissions and overrides, the Member certifies with the purchase of product that he/she/it has sold to retail customers and/or has consumed seventy percent (70%) of all products previously purchased. This is known in the industry as the "Seventy Percent Rule".

Note: Members placing chat or mail orders are equally required to comply with this rule and will be asked by the order processor or required to confirm by signature to verify compliance.

4.5.6 RETAIL SALES REQUIRED

Every Member accepts and acknowledges Velovita's right to withhold a Member's compensation payable under the Member Rewards Plan until the Member can be audited to prove that the Member has made at least one (1) retail sale to up to five (5) different retail customers in the calendar month in which commissions or bonuses were earned. If Velovita takes measures to audit a Member, the Member's compliance form must be received by Velovita no later than the fifth (5th) day following each calendar period at issue.

4.5.7 ONLINE RETAIL CUSTOMER PROGRAM

Velovita Members in eligible countries may participate in the Online Retail Customer Program and have the ability to direct his or her customers to the Retail Shopping Cart website to make product purchases. The Online Retail Customer Program allows the retail customer to purchase directly from Velovita, which affords the Member the opportunity to earn commissions from his or her retail sales with the freedom of not having to maintain inventory.

Refunds for products, will be issued at 100% of the original purchase price within thirty (30) days less shipping charges for online sales paid for the return of the product. For international markets, costs associated with duties, taxes, shipping & handling, if any, will not be refunded or reimbursed.

Velovita shall not be responsible for failure to perform hereunder if such breach of performance is caused by any circumstance of Force Majeure, being reasons beyond the reasonable control of Velovita. This includes, but is not restricted to, acts of God, fire, flood, hurricanes, earthquakes, epidemics, pandemics, equipment failure, supplier problems, war, acts of terrorism, vandalism, criminal activities and the like. In such event, Velovita will be relieved of its obligation to perform until a reasonable period of time has expired following the end of the circumstance or Force Majeure.

4.5.8 DIRECT PURCHASE

Velovita Members may purchase Velovita products directly from Velovita. In the event that a Member obtains product from his/her enroller or upline Member's personal inventory and a replacement product is not placed through Velovita, the commissions associated with the purchase will be attributed to the enroller or upline.

4.5.9 CREDIT CARD PURCHASES

Credit card purchases may only be made by the individual whose name and address are on the credit card. Any Member who uses another individual's credit card to pay for purchases risks having his/her status as a Member placed on suspension pending investigation and resolution of any complaints regarding unauthorized charges. Velovita considers such transactions fraudulent and will report them to the proper authorities for settlement.

Under no circumstance will any Member chargeback any credit card purchases. Any Member who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds. If an erroneous charge is applied to a Member's credit card, the Member should immediately contact the Support Department of Velovita to initiate an investigation and determine a resolution.

4.5.10 COMMISSION ADJUSTMENTS

Any upline Member affected by returned products to Velovita will accordingly be subject to adjustments in his or her commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on the returned product.

4.5.11 BONUS BUYING

Bonus buying includes (1) the enrollment of an individual or entity as a Member without the knowledge of and/or execution of a Registration Agreement by such individual or entity, (2) the fraudulent enrollment of an individual or entity as a Member; (3) the enrollment or attempted enrollment of nonexistent individuals or entities as Member (phantoms), or (4) the use of a credit card on behalf of a Member when the Member is not the account holder of such a credit card. Bonus buying constitutes a material breach of these Policies and is strictly prohibited.

4.5.12 PAYMENT OPTIONS

Purchases may be paid by credit card, wire transfers, Bitcoin, and internal wallet pay.

4.5.13 V-FILL

The Member, upon enrollment in recurring product purchase subscription ("V-Fill") authorizes Velovita to debit the credit card account provided to Velovita by the Member for the noted amount on the schedule indicated. This V-Fill payment is for recurring Velovita product subscription. The Member understands that Velovita offers a thirty (30) day refund policy to retail customers for returns, refunds and cancellations. There will be a fourteen (14) day period from the date of each sale for commissions to be earned, ensuring an appropriate time frame for customer returns. Should a customer elect to return a Velovita product purchase, no commissions will be earned. Member understands that this authorization will remain in effect until the schedule end date, or until Member cancels it in writing, whichever comes first, and agrees to notify Velovita in writing of any changes in Member's account information or termination of this authorization at least fifteen (15) days prior to the next billing date. If the above noted payment date falls on a weekend or holiday, Member understands that the payment may be executed on the next business day. Member certifies that Member is an authorized user of the credit card provided and will not dispute the payment with the applicable credit card company, so long as the transaction corresponds to the terms indicated on the V-Fill (Autoship) web form and this Section 4.5.13.

4.5.14 SHIPPING COSTS

It is the ordering Member's sole responsibility to indicate (a) method and means of shipping, and (b) destination address. The methods available are stated on each order form and on the Velovita website along with prepaid costs. Shipping costs, if any, will be automatically calculated.

The method of shipping packages will be determined by Velovita based upon various factors such as weight and destination unless there are specific shipping instructions made by the Member.

Note: Should the receiving party of an order shipped from Velovita refuse delivery and the shipment is then returned to Velovita, the ordering Member's status will be made 'inactive' pending resolution of the delivery refusal. Return delivery charges will be deducted from the Member's account.

4.5.15 RETURNED PACKAGES

If a package is returned due to a Member's error, or if the package was not picked up in a timely manner and therefore returned, Velovita will charge the Member a re-shipping and/or restocking fee in its sole and absolute discretion.

4.5.16 TIMELY PRODUCT AND MATERIAL DELIVERY

Upon clearance of payment, Velovita processes for shipment of the product(s) and material(s) selected. If an item is temporarily unavailable due to high demand the consignee will be notified by way of the packing slip included with the shipment. Should a backorder occur, the item(s) will be shipped as soon as available, usually within ten (10) days from the date the original order and payment were received.

4.5.17 SPECIAL ORDERS

Velovita will not 'hold' orders or delay shipments of products that have been processed. Once payment has been received, all orders must be released for shipping.

4.5.18 DAMAGED GOODS

The shipping company is responsible for any damage which occurs after such a party takes physical custody of the goods. A Member who receives damaged goods should follow this procedure:

1. Accept delivery.
2. Before the driver leaves, document on the delivery receipt the number of boxes, which appear to be damaged.
3. Save the damaged product and box(es) for inspection by the shipping agent.
4. Make an appointment with the shipping company to have the damaged goods inspected.
5. File a claim with the shipping company.
6. Notify the customer service department of Velovita.

4.5.19 SHORT SHIPMENTS

Velovita takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Members are provided with a period of five (5) business days following receipt of shipment to report any shortages. Once notified and verified, Velovita will ship missing items to the address on the original order.

4.5.20 PRICE CHANGES

All Velovita products and literature prices are subject to change, in the sole and absolute discretion of Velovita, without prior notice.

4.5.21 MEMBER PRICING

Velovita provides a Member price on its official website as a guideline. While Velovita Members may sell Velovita products at whatever price they and their customers agree upon, a Member is not permitted to

advertise or sell Velovita products at a price below Velovita's Member price, as listed on Velovita's official website. This includes but is not limited to 'free' products or any other special pricing that would fall below the Member price. No Velovita product may be offered along with the products of any other company.

4.5.22 RECEIPTS: RETAIL PRICING

Members will provide all retail customers of Velovita products with printed sales receipts. Members who order through the Internet for their customers will receive an email confirmation of acceptance in addition to the packing slip, which will be inside the package.

4.5.23 SALES TAX

For purchases made from Velovita, Velovita collects and remits applicable state and local taxes that may be due on Velovita's Member price for those products and/or materials that are subject to tax. The applicable rate of tax due is based upon the address to which the product and/or sales material is to be delivered.

For Members who possess a current Sales Tax Exemption Certificate (STEC): Please refer to the laws of the state in which your certificate was issued to obtain information on how to submit a sales tax refund request, if applicable.

4.5.24 RETAIL STORES

Velovita products shall not be offered or sold in retail establishments or anywhere the product is displayed to the public. Provided, however, that Velovita products may be offered or sold in businesses with a membership business model or that conduct business by appointments only.

Velovita will be the sole judge, in its complete discretion, of whether a Member or other third party has violated the policies, spirit, or intent of the Member Business Agreements, including the Policies and Procedures, and reserves the right to modify, amend, or rescind its decision as current business conditions may dictate.

4.5.25 CONSIGNMENT

In order to protect the Velovita business and the integrity of the Company, Velovita products may not be delivered to another party on consignment. Only authorized Velovita Members may sell Velovita products to an outside party.

Velovita will not ship products on consignment to any Member.

4.6 RETAIL GUARANTEE AND REFUND POLICY

4.6.1 RETAIL CUSTOMER RETURNS

Velovita offers a thirty (30) day return policy on any products sold to retail customers through a Member's authorized replicating website. One hundred percent (100%) of the original purchase price will be refunded to retail customers for all such products returned within 30 days from the date of purchase. Every Member is bound by his/her/its Registration Agreement and the Policies to honor this guarantee. Prior to the completion of any retail sale a Member must, at a minimum, make a verbal disclosure to the prospective purchaser of the right to cancel. If a retail customer is dissatisfied with any Velovita product for any reason, then the retail customer may return the unused portion of the product to the Member from whom it was originally purchased within 30 days for either a replacement or a refund of the purchase price of the product.

Exceptions:

- **Promotions: All promotional sales are final and are not eligible for return. Returns of any previously purchased product are subject to the following restrictions:**

The 30-day money back guarantee does not apply to any previously purchased product of the same product type or flavor (if applicable) that is ordered within the 30-day return period. In that case, only the refund request for last order will be honored and all prior refund requests will be disqualified, except for cases involving section 4.6.3.

Except for cases involving section 4.6.3, customers are limited to one refund per product type, or per product flavor (if applicable).

Example 1: If a customer purchases the same product in March, April, and May and in May requests refunds for all three (3) orders, Velovita will issue a refund for the May order only.

Example 2: A customer previously requested and received a refund for a product in April. If that customer repurchases the exact same product in June and requests a refund for the order, that request will not be accepted.

Velovita will replace the returned product to the Member provided the following steps and conditions are met:

- The Velovita Support Department is notified in writing of a pending return of products by a retail customer.
- The Member through who the returned product was originally purchased returns the product to Velovita as instructed by the Velovita Support Department.
- The returned product is received by Velovita within five (5) days from the date of return of the product to Member by the customer.
- The returned product, upon return to Velovita is accompanied by the following:
 - ◇ A signed statement from the retail customer identifying the reason for the return and including* the name, address, and telephone number of the retail customer;
 - ◇ A dated copy of the original retail sales receipt; and
 - ◇ The returned product as received from the retail customer.

Proper shipping carton(s) and packing material are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. Velovita will pay the cost of shipping replacement product(s) to the Member. Velovita will not refund, to any Member, the purchase price of any retail customer returns, and no replacement products will be released if the conditions of the rule are not met.

*Retail sales return requests must be clearly written with complete details (name, address, telephone number, email, if available, and any other information which would allow Velovita to verify the sale and subsequent return). Unverifiable retail sales cannot be replaced. Falsified information could lead to further investigation and possible suspension or termination of a Member's status as a Member of Velovita.

4.6.2 RETURN MERCHANDISE AUTHORIZATION

Before any product may be returned to Velovita, whether it is a shipping error, retail customer return, damaged products, resignation or otherwise, the Member must contact the Velovita Support Department either by postal delivery email, or live chat to obtain a Return Merchandise Authorization (“RMA”) Number. Any package received without such identification clearly visible on the package exterior will be refused.

4.6.3 QUALITY CONTROL (QC)

Velovita will replace, within sixty (60) days of purchase any product found to be defective. However, no product(s) should be returned to Velovita prior to the written approval to do so from the Velovita Support Department or email request. In order to assure that replacement product will be issued, strict compliance to the following procedure is required:

1. A written replacement request must be submitted, stating the reason for the request and accompanied by verification of payment and a copy of the product order form and packing slip.
2. Upon notification Velovita will instruct the Member where to ship product and will issue a Return Merchandise Authorization (“RMA”), which must be clearly written on the exterior of the returned package. Upon receipt and verification Velovita will ship out replacement product(s).

4.6.4 RESIGNATION RETURNS

If the Member has purchased products for inventory purposes or sales aids while the Registration Agreement was in effect, all product in a CURRENTLY MARKETABLE, REUSABLE, AND RESALABLE condition which has been purchased within thirty (30) days prior to the date of termination of the Registration Agreement** shall be repurchased by Velovita subject to compliance with the Seventy Percent Rule (see Section 4.5.5). The repurchase shall be at a price of not less than 80% (eighty percent) of the original net cost to Member minus any commissions previously paid to the Member in respect of such repurchased product.

OPENED products shall not be repurchased.

For international markets, costs associated with duties, taxes, shipping & handling, if any, will not be refunded or reimbursed.

Note: Can only offset commissions earned as a result of the product returned. Any such requests will be considered a resignation of the Membership.

If inventory is returned that does not meet the above conditions for return, such merchandise will be held for a period of thirty (30) days during which time the Member has the right to request return of those items. Members will pay for all shipping charges incurred in respect of any such requested return. Should this request not be received by the Support Department of Velovita in the time period noted above, Velovita reserves the right to destroy such inventory without further compensation to that Member.

In order to ensure that a refund is issued in a timely manner, the following steps should be followed:

1. A written request must be submitted, by email to the Velovita Support Department, clearly citing the reason for the resignation and for the return of product and/or sales materials.

2. Upon receipt of the proper information, Velovita will instruct the Member where to ship the products along with a Return Merchandise Authorization (“RMA”), which must be clearly visible on the exterior of the package. (Any return without this information visible on the outside of the package will be refused without exception). Velovita will issue the refund within approximately thirty (30) days from the date of receipt of the authorized merchandise.
3. The Member assumes the cost of shipping any merchandise to Velovita.
4. The Member assumes responsibility for shipping products and/or sales materials in a timely manner, and for packing such products and/or sales materials in a manner that will ensure that they are received with minimal damage.
5. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used initially, the reimbursement will be issued back to that same credit card.

**The permissible return period may vary according to controlling laws.

4.6.5 UNAUTHORIZED RETURNS

Velovita shall deem any Member that engages in the following conduct to have voluntarily resigned its Membership position in the Company:

1. Refusing delivery of any Velovita shipment; or
2. Requesting to return any previously purchased product for a refund.

4.6.6 BUYER’S RIGHT TO CANCEL

Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third (3rd) business day following the transaction. This rule covers retail consumer sales of \$ 25.00 USD (twenty-five and 00/100 U.S. Dollars) or more that occurs away from the retailer’s main office. In addition, the Member must, at a minimum, orally inform the buyer of the three (3) day right to cancel at the time the buyer signs the contract of sales or purchase of goods.

4.6.7 EXCHANGES

Velovita will not accept product exchanges from Members.

4.6.8 PROMOTIONAL PRODUCTS FOR MEMBERS

For Members: Returned orders containing promotional products will be refunded in accordance with our return policy less the published price of the products should the buyer choose to keep them. Promotional products must be returned with the order to avoid the deduction of the retail price of the products from the eligible refund amount.

For customers: All promotional sales are final and are not eligible for return or cancellation.

4.6.9 MEMBER RESPONSIBILITY

If a retail customer mails or delivers to a Member a valid notice of cancellation prior to midnight on the third (3rd) business day after ordering or purchasing product, it must be honored by the Member. If a buyer has taken delivery of any goods, that product must be returned, along with the notice, in as good

a condition as when delivered. Within ten (10) business days after receiving the notice, the Member must refund all payment made under the contract of sale.

Should a retail customer contact Velovita Support concerning the refusal of a Member to issue the appropriate refund in the time period indicated, such Member will be subject to suspension of Member's status pending resolution of the complaint.

4.7 GENERAL PROVISIONS

4.7.1 RECORD KEEPING

Velovita encourages all of its Member to maintain complete and accurate records of their business transactions. Velovita may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

4.7.2 NON-WAIVER PROVISIONS

No failure of Velovita to exercise any power under these Policies or to insist on strict compliance by a Member with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies, shall constitute a waiver of Velovita's right to demand exact compliance with these Policies. Waiver by Velovita can be affected only in writing by an authorized officer of Velovita.

Velovita's waiver of any particular default by a Member shall not affect or impair Velovita's right with respect to any subsequent default, nor shall it affect in any way the right or obligation of any other Member, nor shall any delay or omission by Velovita to exercise any right arising from default affect or impair Velovita's right as to that or any subsequent default.

4.7.3 CERTAIN RESIDENTS ONLY

The following only applies to Members who are residents of Georgia, Louisiana, Massachusetts, Wyoming, Montana, and other states that may specifically require the following: A Member in this multilevel marketing plan has the right to cancel at any time regardless of reason. Cancellation must be submitted in writing to Velovita either by postal delivery or through email.

If the Member has purchased product or paid for administrative services while the Registration Agreement was in effect, taking into consideration any sales made by or through such Member prior to the notification to Velovita of the election to cancel, Velovita shall repurchase all unencumbered product(s) in a reasonable, resalable, and reusable condition which was acquired by the Member from Velovita. Such repurchase shall be at a price of no less than ninety percent (90%) of the original cost minus any freight charges and commissions paid to that Member.

The repayment of all administrative fees and services shall be at not less than ninety percent (90%) of the cost to the Member of such fees and services and shall reflect all administrative services that have not, at the time of resignation, been provided to the Member. Velovita shall further refund not less than ninety percent (90%) of the cost to the Member of any other consideration paid by the Member in order

to participate in the program. The Member will be held responsible for all shipping expenses incurred in returning sales aids or products to Velovita.

4.7.4 REPORTING POLICY VIOLATIONS

Members observing a policy violation by another Member should submit a written report of the violation to the Compliance Department of Velovita by email. Such documents must bear the writer's signature and Member's Personal Identification Number. Anonymous complaints will not be accepted.

Note: No telephone calls will be accepted with such matters as documentation must be presented in writing, both from the complaining parties and ultimately from the individual(s) cited for policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be included in the report.

4.7.5 ARBITRATION

All disputes and claims relating to Velovita, the Registration Agreement, including the Member Business Agreements and the Member Rewards Plan, Velovita's products, the rights and obligations of a Member of Velovita, or any claims or causes of actions relating to the performance of either a Member or Velovita under the Registration Agreement, shall be settled totally and finally as set forth in Section 15, "ARBITRATION AGREEMENT," of the Terms and Conditions as incorporated herein by reference.

IMPORTANT: PLEASE CAREFULLY REVIEW THE ARBITRATION AGREEMENT SET FORTH IN SECTION 15 OF THE TERMS AND CONDITIONS AS IT WILL REQUIRE MEMBER TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ACTING AS A MEMBER OF THE COMPANY, EACH MEMBER EXPRESSLY ACKNOWLEDGES THAT SUCH MEMBER HAS READ AND UNDERSTANDS ALL OF THE TERMS OF THESE POLICIES, THE TERMS AND CONDITIONS, INCLUDING SECTION 15 "ARBITRATION AGREEMENT," AND HAS TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Notwithstanding the foregoing, the arbitration shall have no jurisdiction over disputes relating to the ownership, validity, or registration or any mark of other intellectual property or proprietary confidential information of Velovita without Velovita's written consent. Velovita may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to Velovita. In addition to monetary damages, Velovita may obtain injunctive relief against a Member in violation of the Registration Agreement, and for any violation of misuses of Velovita's trademark, copyright, or confidential information policies.

Nothing in these Policies and Procedures shall prevent Velovita from terminating the Registration Agreement or applying to and obtaining from any court having jurisdiction a written attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect our interest prior to, during or following the filing of any arbitration or other proceedings or pending the rendition of a decision or award in connection with any arbitration or other legal proceedings. The existence of any claim or cause of action of a Member against Velovita, whether predicated on the Registration Agreement or otherwise, shall not constitute a defense to Velovita's enforcement of the covenants and agreements contained in the agreement.

4.7.6 PROCESS AND POWER

The arbitration shall be conducted in accordance with these Policies. The arbitration and all proceedings associated therein are private proceedings and not subject to any public right of access. The arbitrator shall have the authority to enter appropriate protective orders to preserve the confidentiality of the proceedings and information exchanged in discovery. The arbitrator shall have the authority, power, and jurisdiction to grant both legal and equitable relief, including temporary, preliminary, and permanent injunctive relief. The arbitrator shall also have authority to determine whether any particular issue is subject to arbitration under the Registration Agreement. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. At the request of any party, the arbitrator shall make and provide the parties written findings of fact and conclusion or law. This agreement to arbitration shall survive any termination or expiration of the Registration Agreement.

4.7.7 NO LIABILITY

Velovita is not responsible for interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, applications, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technician malfunctions, failures or difficulties. To the extent permitted by law, Velovita shall not be liable for and each Member releases Velovita from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by a Member as a result of (a) the breach by a Member of the Registration Agreement and/or the Terms and Conditions or the Policies; (b) the operation of the Member's business; (c) any incorrect or wrong data or information provided by the Member; or (d) the failure to provide any information or data necessary for the Company to operate its business, including, without limitation, the enrollment and acceptance of a Member into the Member Rewards Plan or the payment of commissions and bonuses.

4.7.8 ENTIRE AGREEMENT

The Registration Agreement, including the Member Business Agreements and the Member Rewards Plan, as each may exist or hereafter be amended, constitutes the entire agreement between Velovita and each respective Member regarding their relationship and other related matters (the "Agreement").

4.7.9 AMENDMENTS

To maintain a viable marketing program in changing economic conditions and/or to comply with changes to federal, state, or local laws, Velovita, in its sole and absolute discretion, reserves the right to amend the Agreement, including the Member Business Agreements, the Member Rewards Plan, its Member prices, and product availability and formulations as it deems appropriate without prior notice. Such amendments thereto shall become a binding part of the Agreement upon publication on the official Velovita website. It is the Member's responsibility to stay abreast of current and updated information, and Velovita is in no way liable for any Member's ignorance of the correct and current information if Member fails to do so. In the event of any conflict between the Agreement and any such amendment, the amendment shall control. If Company brochures, product catalogs, price lists, literature, website, etc., are revised, only the most current version is authorized for use and reliance by Members.

4.7.10 SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including the Registration Agreement, the Member Business Agreements, the Member Rewards Plan, and these Policies, or any specification, standard, or operating procedure that Velovita has prescribed is held to be invalid or unenforceable, Velovita shall have the right to modify the invalid or unenforceable provision, specification, standard, operating procedure, or any portion thereof to the extent required to be valid and enforceable. A Member shall be bound by any such modification. The modification will be effective in the jurisdiction on which it is required.

4.7.11 LIMITATION OF DAMAGES

To the extent allowed by law, Velovita and its affiliates, officers, directors, employees and other Members shall not be liable for and each Member hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claim whatsoever relating to Velovita's performance, non-performance, act or omission with respect to the business relationship or other matter between the Member and Velovita whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the Member shall not exceed and is hereby expressly limited to, the amount of unsold Velovita product owned by the Member, which was directly purchased thereby from Velovita and any commissions or bonus es due.

4.7.12 INDEMNITY AGREEMENT

Each and every Member agrees to indemnify and hold harmless Velovita, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the Member's (a) activities as a Member; (b) breach of the terms of the Registration Agreement including the Member Business Agreements and the Member Rewards Plan; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

4.7.13 FORCE MAJEURE

Velovita shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strokes, labor difficulties, Acts of God, fire, war, fire, flood, hurricanes, earthquakes, government decrees, pandemics, epidemics, or other viral outbreaks, or orders or curtailment of a party's usual source of supply.

4.7.14 GOVERNING LAW

The Agreement, including the Registration Agreement, the Member Business Agreements, and the Member Rewards Plan, shall be governed by the laws of the state of Florida.

The State of Florida is the place of origin of the Agreement and venue where the Company accepted the offer of an applicant to become a Member. The Agreement is governed by and to be construed in accordance with the laws of the State of Florida without reference to the conflict of laws principles thereof; and the arbitration provisions herein are governed by the Commercial Arbitration Rules of the American Arbitration Association, except as such requirements may be specifically varied and modified by the terms set forth herein. You submit to the arbitral jurisdiction set forth therein and, with respect to any matters

not determined by or subject to arbitration, to the personal jurisdiction of the state and deferral courts within the state of Florida.

4.7.15 HEADINGS

The headings in the Member Business Agreements, including these Policies, are for convenience of reference only and shall not limit or otherwise affect the construction of, or be taken into consideration in interpreting, the Agreement.

5. PRIVACY POLICY

The Privacy Policy, which can be found at https://velovita.com/wp-content/uploads/2022/11/22.11.08_VL_Print_PrivacyPolicy.pdf, is hereby incorporated into these Policies by reference and applicable to each Member.

Please carefully read all provisions of the Privacy Policy, each of which applies to each Member. A Member's submission to Velovita of a Registration Agreement confirms such Member's acceptance of the of the Member Business Agreements, including the Privacy Policy.

6. TERMS AND CONDITIONS

The Terms and Conditions, which can be found at https://velovita.s3-us-west-1.amazonaws.com/assets/member_business_agreements.pdf, are hereby incorporated into these Policies by reference and applicable to each Member.

Please carefully read all provisions of the Terms and Conditions, each of which applies to each Member. A Member's submission to Velovita of a Registration Agreement confirms such Member's acceptance of the Member Business Agreements, including the Terms and Conditions.

Velovita Returns:

3750 Hacienda Blvd
Suite F. Davie, FL 33314

PRIVACY POLICY

This Privacy Policy describes how Velovita Inc., including its parents, subsidiaries, representatives, affiliates, officers, and directors, (collectively, “Company,” “Velovita,” “we,” “our,” or “us”) collects, uses, process, and discloses your personal information, in conjunction with your access to and use of (the “Site”), each website or any other applications, software or operating program of Velovita whether used by computer, mobile devices, or other internet compatible devices made available by the Company (together with the Site, the “Sites”), and the Payment Services. This Privacy Policy describes the Company’s privacy practices for all Sites, platforms, and services such as applications, software, or operating programs that link to it.

By using any of the Sites, you confirm that you have read and understand this Privacy Policy and agree to be bound by it. This policy applies to all online communication with or on the Sites. When you provide us with online information through any of the Sites, we respect your privacy. It is important for you to understand what information we collect about you during your visit and what we do with that information.

Your visit to any of our Sites is subject to this Privacy Policy and our Terms and Conditions. Any undefined term in this Privacy Policy shall be defined in the same manner that the term is defined in our Terms and Conditions.

1. INFORMATION COLLECTED

We ask for and collect the following personal information about you when you use the Sites. This information is necessary for the adequate performance of the contract between you and us and to allow us to comply with our legal obligations. Without it, we may not be able to provide you with all the requested Services.

While you may browse our Sites without providing any personal information. To allow you to place an order, we will ask you for your name, delivery and billing address, phone number(s), email address, credit card number, and its expiration date. If you choose to register to become a “Member” with the Company, we may ask you for information such as your contact information (e.g., name, email address and mailing address), or birth date. When you submit your personal identifiable information on one of the Sites, you are giving your consent to the collection, use and disclosure of your personal information as set forth in this Privacy Policy. We may also collect, store or accumulate certain non-personally identifiable information concerning your use of the Sites, such as information regarding which of our pages are most popular, your IP address, browser, city, time zone, referring URL, and operating system. Information gathered may be used in aggregate form for internal business purposes, such as generating statistics, developing marketing plans, customizing content, and improving the Sites. We may share or transfer any non-personally identifiable information with or to our affiliates, licensees, and partners.

All of our Sites are intended for adults. Our Sites and applications are not directed to individuals under 18 years of age and we do not knowingly collect any personal information directly from such individuals. If you believe that we are inappropriately processing the personal information pertaining to an individual under the age of 18, we take this very seriously and urge you to contact us at support@velovita.com. If we otherwise

obtain knowledge that we have personal identifiable information about an individual under the age of 18 in retrievable form in our files, we will delete that information from our existing files so that it is not retrievable.

2. HOW WE USE INFORMATION WE COLLECT

We may use, store, and process personal information to (1) provide, understand, improve, and develop the Sites and Services, (2) create and maintain a trusted and safer environment (such as to comply with our legal obligations and ensure compliance with the Velovita Policies and Procedures) (3) provide, personalize, measure, and improve our advertising and marketing, (4) to fulfill your request for a product, information, or other service, or respond to an email or other request, as well as to create and delivery to you, communications containing product information, usage tips or promotions.

To enable or support us in providing the access to the Sites and Services, we may share your information, including personal information, within our corporate family of companies (both financial and non-financial entities) that are related by common ownership or control.

Additionally, Velovita may contract with companies or individuals to provide certain services including email and hosting services, credit card processing, shipping, data management, surveys and marketing, promotional services, etc. (each such third-party, a “Service Provider”). We may share personally identifiable information with Service Providers solely as appropriate for them to perform their functions, but they may not use such information for any other purpose. We do not share your credit card or other account information with unaffiliated third parties unless necessary to fulfill our responsibilities including, but not limited to, delivering a product or service that you order. Finally, Velovita may disclose personal information in special cases: (1) when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the rights of the Company or to anyone that could be harmed by such activities; (2) when we believe in good faith that the law requires it; (3) to any third party who may acquire the Company (subject to confidentiality restrictions); and (4) in situations involving threats to the physical safety of any person.

3. YOUR MESSAGES

Messages that you send using any of our Sites whether computer, mobile device, or internet compatible device, are only shared with you, the Company and the other Member/Velovita Vibe App (“VV Mobile App”) user you intend to send the information to.

4. OPT-OUT OF COMMUNICATIONS

We want to communicate with you via email correspondence only if you want to hear from us. If for any reason you no longer wish to receive email messages from the Company, please unsubscribe in your V-Cloud account, or via the unsubscribe link provided at the bottom of the email announcement. Please note, if you opt not to receive marketing emails from the Company, you may still receive “Transactional” email messages regarding your order (i.e., order confirmation, shipping information, customer service notifications, etc.) If you have questions or concerns regarding this statement, contact us at support@velovita.com.

5. OTHER IMPORTANT INFORMATION

Analyzing your Communications

We may review, scan, or analyze your communications on the Sites for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research, analytics, and customer support

purposes. For example, as part of our fraud prevention efforts, we may scan and analyze messages to mask contact information and references to other websites. In some cases, we may also scan, review, or analyze messages to debug, improve, and expand product offerings. We use automated methods where reasonably possible. However, occasionally we may need to manually review some communications, such as for fraud investigations and customer support, or to assess and improve the functionality of these automated tools. We will not review, scan, or analyze your messaging communications to send third party marketing messages to you, and we will not sell reviews or analyses of these communications.

These activities are carried out based on the Company's legitimate interest in ensuring compliance with applicable laws and our Terms and Conditions, Website Terms of Use and Mobile App Terms and Conditions preventing fraud, promoting safety, and improving and ensuring the adequate performance of our services.

Third Party Partners and Integrations

The Sites may contain links to third party websites or services, such as third-party integrations, co-branded services, or third party-branded services ("Third Party Partners"). The Company doesn't own or control these Third-Party Partners and when you interact with them, you may be providing information directly to the Third-Party Partner, the Company, or both. These Third-Party Partners will have their own rules about the collection, use, and disclosure of information. We encourage you to review the privacy policies of the other websites you visit.

Information Others Provide About You

As part of our services, we offer the Velovita Vibe Mobile App, which has a messaging feature that gives other Members and the Company the ability to communicate with you. We will only share your information that is needed for other Members/users to locate your profile and send you a message. Members/users may also send you messages, or send messages to groups to which you belong. We require each of these Members/users to have lawful rights to collect, use, and share your information before providing any information to us.

When sending communication, you should be aware of the fact that any user can capture screenshots of your messages, send them to the Company or anyone else, or post them on another platform.

Reports Made By Others

We collect information from both the report and reported party when a report is made. Reports may be made to report suspected violations of our Policies and Procedures, Terms of Use, Terms of Conditions, and Privacy Policy.

6. DATA RETENTION

We will retain your Data in accordance with your instructions (including to perform any applicable terms in the Member Business Agreements), and as required by applicable law. Your information will be retained no longer than the maximum time prescribed by law. We may delete or and/or de-identify certain other associated Information at our sole discretion.

We may retain other information pertaining to you for as long as necessary for the purposes described in this Privacy Policy such as to provide our offerings and Payment Services. We may retain your information after your account has been suspended or terminated only for the period of time required for Velovita to investigate

issues such as fraud, pursue legitimate business interests, conduct audits, legal compliance, resolve disputes, and enforce our Member Business Agreements and any of our Other Policies.

7. ENSURING YOUR SECURITY

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your information against unauthorized access, loss, destruction, or alteration. Some of the safeguards we use to protect your information are firewalls and data encryption, and information access controls. We use Secure Sockets Layer (SSL), an advanced security protocol that protects your credit card information and ensures secure online ordering. SSL Internet connections are encrypted, and thus protect all credit card ordering information, including your name, address and credit card number, so it cannot be read in transit. Please note, however, that although we employ industry- standard security measures to safeguard the security of your personal information, no transmissions made on or through the Internet are guaranteed to be secure.

If you know or have reason to believe that your information has been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Company account, please contact us at support@velovita.com.

8. INTERNATIONAL USERS

Like almost every website, our Sites may be accessed by an international audience. By visiting our Sites and providing us with data, you acknowledge and agree that your personal information may be processed for the purposes identified in this policy. To facilitate our global operations the Company may transfer, store, and process your information within our family of companies, partners, and service providers based in Europe, India, Asia Pacific and North and South America. Laws in these countries may differ from the laws applicable to your country of residence. By providing us with your data, you consent to the transfer of such data.

9. DISCLAIMER OF WARRANTY

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE SUFFICIENCY OF THIS POLICY IN PREVENTING THE IMPROPER OR UNWANTED DISCLOSURE OF INFORMATION. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM A BREACH OF THIS POLICY, ANY UNAUTHORIZED BREACH OF THE COMPANY SERVERS BY AN UNAUTHORIZED PARTY, OR FROM ANY SOFTWARE ERROR OR MALFUNCTION. TO ASSIST THE COMPANY IN PROTECTING YOUR INFORMATION, IT IS CRITICAL THAT YOU DO NOT SHARE YOUR LOGIN OR PASSWORD WITH ANY OTHER INDIVIDUAL OR ENTITY.

10. YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83 permits customers of the Company who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding twelve (12) calendar months. If you are a California resident and would like to make such a request, please submit your request in writing to support@velovita.com.

11. CHANGES TO POLICY

The Company reserves the right to modify this Privacy Policy at any time in accordance with this provision. If we decide to change our Privacy Policy, we will post the revised policy here. As we may make changes at any time without notifying you, we suggest that you periodically consult this Privacy Policy. Your continued use of the Sites and Services after the changes are posted constitutes your agreement to the changes, both with regard to information we have previously collected from you and with regard to information we collect from you in the future. If you do not agree to the changes, please discontinue your use of the Sites and Services.



TERMS AND CONDITIONS OF USE

1. CONTRACTUAL RELATIONSHIP

These Terms and Conditions are a contract between you and Velovita Inc., its parents, subsidiaries, representatives, affiliates, officers, and directors (collectively, “Velovita” or “the Company”), and govern your use of the Company’s applications, websites, content, products, and services (the “Services”).

The Company provides access to velovita.com (the “Site”) and each website owned or maintained by the Company including without limitation Velovita applications, software, or operating programs (together with the Site, the “Sites”), and provides the Services, subject to these Terms and Conditions, and your acceptance thereof.

By accessing, browsing, framing, using and/or linking to the Site, Sites or Services, you agree to be bound by the terms of these Terms and Conditions. You further agree to be bound by any and all posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or applicable contractual provisions, including but not limited to the Member Business Agreements (collectively, the “Company Policies”).

Velovita Privacy Policy

The Company may amend the Terms and Conditions from time to time in its sole discretion. Amendments will be effective upon the Company’s posting of such updated Terms and Conditions at this location or in the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Sites or Services after such posting confirms your consent to be bound by the Terms and Conditions, as amended.

The Company’s collection and use of personal information in connection with the Services is described in the Velovita Privacy Policy located at https://velovita.s3-us-west-1.amazonaws.com/assets/privacy_policy.pdf

IMPORTANT: PLEASE CAREFULLY REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THESE TERMS AND CONDITIONS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THESE TERMS AND CONDITIONS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Please carefully read all of the terms and conditions of these Terms and Conditions and the Company Policies, each of which applies to you. Your use of the Site or Sites and the Services, including but not limited to any order placed by you on any of the Sites, expresses and confirms your acceptance of these Terms and Conditions and the Policies.

If you do not agree to these Terms and Conditions, or the Company Policies, you may not access or use the Sites or Services. These Terms and Conditions expressly supersede prior agreements or arrangements with you. The Company may immediately terminate these Terms and Conditions or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

2. PAYMENT

The Company provides payment services to users of the Services, including payments in connection with and through the Sites and for the Services (“Payment Services”).

The Payment Services may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services are subject to different terms and conditions and privacy practices and you should review them independently. Company is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Company of such Third-Party Services.

Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Terms and Conditions and terms and conditions applicable for specific Third-Party Services, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

You understand that use of the Services may result in charges to you for the services or goods you receive (“Charges”). Company will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees and/or surcharges.

In the course of purchasing the Services, you will be asked to add a payment method to pay for any applicable Charges, and you will be asked to provide customary billing information such as name, billing address, and financial institution information either to the Company or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a payment method.

Please note that payment methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments in connection with the Payment Services, and the Company is not responsible for any such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these Terms and Conditions before using your payment method.

You are solely responsible for the accuracy and completeness of your payment method information. Company is not responsible for any loss suffered by you as a result of incorrect payment method information provided by you.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, Company shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Company shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Company shall immediately issue a credit to your credit card account in the amount of the charge.

Charges paid by you are final and non-refundable, unless otherwise determined by Company.

3. SHIPPING AND DELIVERY POLICIES

All the risks involved in the delivery of goods shall be borne by you. You shall have no right to claim anything against Company in case of any problems and/or complications related to the delivery. Under no circumstances will Company be liable for tampering, theft or damage occurred during the transport: you will have recourse only against the carrier.

Subject to product availability, orders are usually processed for shipment within one (1) to three (3) business days. Accurate shipping address and phone number are required. Your signature may be required for delivery.

The Company shall at all times be entitled to make partial deliveries unless expressly agreed otherwise. In the event that circumstances beyond the Company's control occur which make transport to or delivery at the agreed place impossible, or if you do not take delivery of the goods, the Company shall have the right – at its option – to take the goods back or to store them or cause them to be stored at your expense and risk. The costs of return shipment and storage shall be payable by you, and you shall furthermore be obliged to fulfill your obligations to the Company as if delivery has taken place.

4. RETURN AND CANCELLATION POLICY

The Company offers a thirty (30) day return policy on any products sold to retail customers through a Member's authorized replicating website. One hundred percent (100%) of the original purchase price will be refunded to retail customers for all such products returned within 30 days from the date of purchase. Refund policies for users vary by region. Please see Velovita Policies and Procedures for refund policies in your region. To return a product for a refund you will need to obtain a Return Merchandise Authorization ("RMA") number by contacting the customer support department at support@velovita.com. Refunds will be issued to the same credit card that was charged when ordering the product. Shipping charges and return shipping charges are not refundable in any case. Company is not responsible for lost or stolen items. We recommend all returned items to be sent using some type of delivery confirmation system to ensure proper delivery.

5. CHARGEBACK POLICY

All references to a "chargeback" refer to a reversal of a credit/debit card charge placed on the Sites. There is no reason for a chargeback to ever be filed. If a credit is due, simply contact us, and we will gladly issue it. If you feel that your credit/debit card was used fraudulently on any of the Sites, please contact us at support@velovita.com for immediate resolution.

Credit Card Chargebacks.

Customers (nonmembers) or Members with credit card chargebacks will have their accounts suspended until such time that the full amount of the chargeback is returned to Velovita plus any chargeback fees.

6. ORDERING DISCLAIMER

Your electronic order confirmation, or any form of confirmation, does not confirm our acceptance of your order. Company reserves the right to accept or deny shipment to anyone at any time for any reason. Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Company reserves the right to cancel the order and notify the card holder and the appropriate authorities.

7. THIRD PARTY INTERACTIONS

The Services may be made available or accessed in connection with third party services and content (including advertising) that Company does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Company does not endorse such third-party services and content and in no event shall Company be responsible or liable for any products or services of such third-party providers. Company provides access to these third-party services to you only as a matter of convenience, and in no event shall Company be responsible for any content, products, or other materials on or available from such sites. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware, or services.

8. SYSTEM OUTAGES

The Company periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. The Company shall have no liability whatsoever for the resulting unavailability of the Sites or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, mis-delivery, or non-delivery of information caused by such system outages, or any third-party acts or any other outages of web host providers or the Internet infrastructure and network external to the Sites.

9. RISK; INTERNET USE

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORIZED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.

10. YOUR ACCOUNT USE AND OBLIGATIONS

You may not use any device, software, or routine to interfere with the proper working of the Sites. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Sites including but not limited to unsolicited email (i.e. "Spam").

In consideration of your use of the Sites and Services you agree to: (i) provide true, accurate, current and complete information about yourself or your organization as prompted by the Sites (the "Registration Information"); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the Sites and Services and future access to the Sites and Services. You are responsible for maintaining the confidentiality of your password and account number and are fully responsible for all activities that occur under your account number and password. You agree that your password may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your passwords or account identification information to third parties. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. Company shall not, in any manner, be responsible or liable for fraudulent purchases that are made using your compromised password.

Any information provided to the Company in connection with use of the Sites: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain any viruses, worms or other malicious programming intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libelous, unlawfully threatening or harassing; and (f) shall not create liability for the Company or cause us to lose the services of our Internet service providers or other suppliers. The sender of any communications to the Sites or otherwise to the Company shall be responsible for the content and information contained therein, including its truthfulness and accuracy. The Sites are provided as a service to their visitors. Company reserves the right to delete, modify or supplement the content of the Sites at any time for any reason without notification to anyone.

11. PRODUCT DISCLAIMERS; DISCLAIMERS OF WARRANTY

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE SITES. COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITES OR COMPANY'S PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY.

12. LIMITATION OF LIABILITY

THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SITES OR SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SITES SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THE COMPANY'S REASONABLE CONTROL.

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SITES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION,

INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON THE COMPANY'S CHOICE OF LAW PROVISION SET FORTH BELOW.

13. INDEMNITY

You agree to indemnify and hold the Company and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Sites, Services or services or goods obtained through your use of the Sites or Services; (ii) your breach or violation of any of these Terms and Conditions; or (iii) your violation of the rights of any third party, including Third Party Providers.

14. NOTICE

Company may give notice by means of a general notice on the Site, electronic mail to your email address on record in Company's account information, or by written communication sent by first class mail or prepaid post to your address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or upon the expiration of twelve (12) hours after sending (if sent by email). You may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: (1) letter delivered by a nationally recognized overnight delivery service or first-class postage prepaid mail to Company at the following address: 1111 Park Centre Blvd., Ste 450, Miami, Florida 33169, in either case addressed to the attention of: Velovita.

15. ARBITRATION AGREEMENT

By agreeing to the Terms and Conditions, you agree that you are required to resolve any claim that you may have against the Company on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against the Company and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Company by someone else.

Agreement to Binding Arbitration Between You and Company

You and Company agree that any dispute, claim or controversy arising out of or relating to (a) these Terms and Conditions or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Sites or Services at any time, whether before or after the date you agreed to the Terms and Conditions, will be settled by binding arbitration between you and the Company, and not in a court of law.

You acknowledge and agree that you and Company are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and

the Company otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Company each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms and Conditions are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms and Conditions, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Florida.

Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

Location and Procedure

Unless you and the Company otherwise agree, the arbitration will be conducted in the State of Florida. The language of arbitration shall be in English. If your claim does not exceed \$10,000.00, then the arbitration will be conducted solely on the basis of documents you and the Company submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000.00, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Changes

Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms and Conditions, if the Company changes this Arbitration Agreement after the date you first agreed to the Terms and Conditions (or to any subsequent changes to the Terms and Conditions), you may reject any such change by providing Company written notice of such rejection within thirty (30) days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and the Company in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms and Conditions (or to any subsequent changes to the Terms and Conditions).

Severability and Survival

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms and Conditions; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall stay pending the outcome of any individual claims in arbitration.

16. ASSIGNMENT

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of the Company. The Company may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

17. THIRD PARTY BENEFICIARY RIGHTS

No person not a party to these Terms and Conditions is intended to be a beneficiary of these Terms and Conditions, and no person not a party to these Terms and Conditions shall have any right to enforce any term of these Terms and Conditions.

18. GENERAL

With respect to U.S. customers, these Terms and Conditions shall be governed by Florida law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with these Terms and Conditions,

the Sites or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Florida. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms and Conditions or use of the Sites. The failure of Company to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. Each Registration Agreement, including the Member Business Agreements, comprises the entire agreement between you and Company and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

19. QUESTIONS OR ADDITIONAL INFORMATION

If you have questions regarding these Terms and Conditions or wish to obtain additional information, please send an email to support@velovita.com.