

VIDAFY ENTREPRENEURS TERMS OF USE

VIDAFY Terms of Use Last Revised: April 24, 2022

VIDAFY TERMS OF USE INTRODUCTION PLEASE READ THESE TERMS OF USE AND THE PRIVACY POLICY, LOCATED AT <https://www.vidafyglobal.com/politicade-privacidad>, BEFORE USING THIS WEBSITE TO PURCHASE ANY VIDAFY PRODUCTS OR SERVICES.

These Terms of Use are an agreement (the "Agreement") between VIDAFY Inc., a Utah corporate entity ("VIDAFY" or the "Company" or "we") and you ("you" or "User"). This agreement sets forth the legal terms and conditions governing your use of this site (the "Site") and your purchase and/or use of any VIDAFY merchandise and services (collectively referred to herein as the "Offer"). This Agreement also provides information on how to become a VIDAFY Entrepreneur. Your use of this Site and any information, data, text, software, information, images, sounds, or other materials contained herein, or your use of any other Offering, confirms your unconditional consent to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement.

INTRODUCTION

VIDAFY TERMS OF USE INTRODUCTION If you do not agree to be bound by this Agreement, do not access or use this Site or participate in any of the Offerings. This Agreement and the VIDAFY Privacy Policy and any other terms and policies incorporated herein by reference (collectively, the "Other Policies"), constitute the entire agreement between you and us, pertaining to the same subject matter and supersede all prior or other agreements, understandings, negotiations, and conversations, whether oral or written. No waiver of any provision of this Agreement shall constitute a waiver of any other provision hereof (whether similar or not), nor shall any waiver constitute a continuing waiver unless expressly provided. The information and choices contained in this Site are subject to change at any time without notice. By accessing or connecting to this Site (to the extent permitted to connect), you assume the risk that the information on this Site may change or be deleted.

VIDAFY TERMS OF USE

1. MODIFICATIONS

At any time, we reserve the right to: Change the terms and conditions of this Agreement; Improve, add, modify, or discontinue this Site or other Offerings, or any portion of the Site or other Offerings, at any time in our discretion. We reserve the right, in our sole discretion, from time to time, to modify, update, add, discontinue, remove, revise, or otherwise change any portion of this Agreement, in whole or in part, at any time. With respect to modifications that we deem material to be made to this Agreement, we will post a notice

on the home page by reviewing the link that essentially reads in writing "Updated Terms of Use" for a reasonable period of time. If you provide information to us, access or use this Site, or participate in any Offering in any way after this Agreement has been modified, you will be deemed to have read, understood, and agreed to the modifications. The most current version of this Agreement will be available on the Site and will supersede all prior versions of this Agreement.

2. ACCESS

You must obtain your own access to the Internet. In addition, you must have all the necessary equipment to access the Internet. You are and will remain responsible for purchasing, connecting, installing, charging, operating, and maintaining any hardware, software, telephone service (cable 6 VIDAFY TERMS OF USE or otherwise), and Internet access service with your personal computer and all costs associated therewith. You are fully responsible for scanning your hardware and software to eliminate the possibility of viruses on your computer and any other related issues before using them. We expressly disclaim any liability for errors or failures in connection with the malfunction or failure of your hardware or software in connection with your use of the Site or the Offerings.

3. ELIGIBILITY

You represent and warrant that you are at least eighteen (18) years of age, or if you are under eighteen (18) years of age, you are at least thirteen (13) years of age and are accessing the Site with the knowledge and consent of the parent or legal guardian, who also agrees to this Agreement. Certain options on this Site (including, but not limited to, user registration) and certain Offerings may be subject to the age of majority and/or other eligibility requirements. VIDAFY products and business opportunity may not be offered, shipped or sold to a country outside of countries previously authorized by VIDAFY. VIDAFY is expanding its sales to other markets, so check back for updates periodically.

4. TO BECOME A VIDAFY ENTREPRENEUR

VIDAFY® products and services are sold through the VIDAFY Entrepreneur network. To buy VIDAFY® merchandise, you don't need to become an Entrepreneur. Instead, you can purchase VIDAFY® products with an Entrepreneur or become a VIDAFY Consumer Customer. If you are interested in starting your own business as a VIDAFY Entrepreneur, please read the Getting Started section of the Site.

5. RETURN POLICIES FOR CUSTOMERS AND ENTREPRENEURS

Return Policy for Entrepreneurs VIDAFY will repurchase from the Entrepreneur during the 30 days following the month of purchase of the product, any stock of inventory that may

currently be marketed and that the Entrepreneur has acquired from VIDAFY. The repurchase price will be 80 percent of the purchase price paid by the Entrepreneur, minus the corresponding transportation and handling expenses incurred to return the product to VIDAFY. The repurchase provisions contained in this section do not apply to any inventory that is not currently sellable inventory. Inventory currently eligible for sale shall not include stock of items whose expiration date is expired, whose tamper-proof security seal is damaged, has been removed, or the product is unsealed. For exact details, Entrepreneurs should contact: USA: 1 801 849 9025 • cs.usa@vidafy.co MEX: +52 55.4770.7385 • cs.mex@vidafy.co

Return Policy for Consumer Customers Product Satisfaction Guarantee. VIDAFY offers a satisfaction guarantee or a refund of one hundred percent (100%) of your money (minus the expenses of transportation), valid for thirty (30) days, on any of the products purchased by the Customers. Customers must return to VIDAFY all used and unused products. Once received, the VIDAFY Distribution Center will process the returns and the refund will be issued within thirty (30) days of receipt of the product. This guarantee is offered only to Customers who are registered as such and who have an order processed in the VIDAFY system.

6. INFORMATION AND PRIVACY

If you provide information to the Site, you agree to provide accurate, current, and complete information where requested and agree to maintain and update such information appropriately. We will use and maintain the information we collect from you through the Site in accordance with our Privacy Policy. (Add link for Privacy Policy)

7. OUR PROPRIETARY RIGHTS

This Site and all of its contents may in the future include, but are not limited to, articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clippings and advertising copy, as well as trademarks, copyrights, logos, domain names, service marks, patents, and any and all copyrighted material (including the source and object code) and/or any other form of intellectual property (collectively, the "Material"), are the property of VIDAFY or authorized third parties and are protected from unauthorized use, copying and dissemination under copyright, trademark, publicity and other laws and international dealings. Unless expressly permitted in writing by us, you are not permitted to capture, reproduce, perform, transfer, sell, license, modify, create derivative works from, republish, redesign, upload, edit, post, transmit, publicly display, frame, link to, distribute, or exploit all or any portion of the Material. Nothing contained in this Agreement or on the Site should be construed as granting, by implication, estoppel, or otherwise in any license

or right to use any Material in any manner without our prior written permission or that of a third party who may own the Material or intellectual property appearing on the Site. UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING, OR OTHERWISE MISUSING ANY PORTION OF THE MATERIAL IS STRICTLY PROHIBITED. Any other use of the Material other than as permitted by this Agreement shall constitute a violation of this Agreement and may constitute copyright and/or patent infringement. You agree not to use the Material for an unlawful purpose and not to violate our rights or the rights of others. You agree not to interfere with or permit the use of your membership by any third party to interfere with the normal process or use of our Site by other members, including but not limited to attempting to access administrative areas of the Site. Please be advised that we will aggressively exercise our rights to the fullest extent permitted by law. We may add, change, discontinue, remove, or suspend any portion of the Material at any time with or without notice and without liability. VIDAFY, our logo, and the name of the products that we produce, market, sell, or distribute by VIDAFY, are trademarks and/or service marks of VIDAFY Inc., or its affiliates. All other trademarks, service marks, and logos used on the Site or other Offerings are trademarks, service marks, or logos of their respective owners.

8. MEMBERSHIP AND REGISTRATION

Certain areas of the Site may require you to register or provide us with information in order to participate in certain choices or to access certain content. The decision to provide this information is entirely voluntary and optional; however, if you choose not to provide such information, you may not be able to access certain content or participate in certain features of the Site. If you register on the Site, you agree to accept responsibility for all activities within your account, email address, or password, if any. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others cannot access the portion of the Site that is protected by the password. We may, in sole discretion, at any time, with or without notice, terminate your password and Entrepreneur Number, for any reason or no reason at all.

9. USER PROPOSALS

We are pleased to hear from our users and receive their feedback on VIDAFY's products and services. However, our existing corporate policy does not allow us to accept or consider creative ideas, suggestions, or materials that have not been specifically requested (see below). While we value your feedback about our services and products, we ask that you be specific in your comments about those services and products, and that you do not submit creative ideas, suggestions, or materials. We hope you understand that the

intent of this policy is to avoid the possibility of misunderstandings in the future when projects developed by us or by our affiliates' professional staff might appear to others to be similar to your own creative work. Accordingly, we ask that you do not send us any original creative materials such as presentation designs, photographs, drawings, or art in general. If you submit or publish certain submissions specific to our request (e.g., via bulletin boards or in connection with contests) or if you send us creative suggestions, ideas, notes, photographs, drawings, concepts, or any other information (each, a "Submission" and collectively, the "Submissions") despite our request that you not send us any submissions or other creative materials that we have not requested, the Proposal will be treated as non-confidential and non-proprietary in each case. For the practical purposes of this Paragraph, all Community Content shall be considered included in the definition of Proposals. None of the Submissions will be subject to any obligation of confidentiality on our part, and we will not be liable for the use or disclosure of any Submission. Any Submission may be used by us without restriction and for any purpose whatsoever, including, without limitation, reproduction, disclosure, transmission, broadcast, or publication, and you hereby irrevocably waive, release, and waive any claim that use of such Submission violates any of your rights, including, without limitation, copyright, trademark, copyright, trademark, trademark, copyright moral rights, privacy rights, proprietary rights, or other proprietary rights, rights of publicity, or right to receive credit for material or ideas. We shall have and have the irrevocable right granted, but not the obligation, to reproduce, modify, adapt, publish, disseminate works of, distribute, and use the Submission in any and all media, now known or hereafter created, throughout the universe, in perpetuity, without agreement to compensate or credit you. By submitting a Submission to this Site or to us, you represent that such Submission originates from you and does not infringe or infringe the rights of any third party, including, without limitation, any intellectual property rights and rights of publicity and/or privacy. Any Submissions to the Site and/or to us shall be our exclusive property and shall not be acknowledged or returned. You agree and understand that we are not obligated to use any Submission you make to the Site or to us and you do not have the right to compel such use. You acknowledge and agree that your relationship with us is not confidential, fiduciary, or any other special relationship and that your decision to submit any material to us does not put us in a different position than other members of the general public have with respect to your Submission. He understands and acknowledges that we have extensive access to ideas, stories, designs, and other literary materials, and that we are constantly presented with new ideas that have been developed by our employees. Many ideas or stories may compete with, be similar to, or identical to your Submission in theme, idea, plot, format, or other aspects. You acknowledge and agree that you will not be entitled to any compensation as a result of our use of any similar or identical materials. Finally, you acknowledge that, with respect to any claim by you relating to or arising out of

our actual or alleged exploitation or use of any material you submit to the Site and/or to us, the damage, if any, hereafter caused will not be irreparable or sufficient to give you the right to injunctive or other equitable relief or in any way enforce the production, distribution, display or other exploitation if any production based on or alleged to be based on the material, and its rights and remedies shall in no event be strictly limited to the right to recover damages, if any, in a legal action.

10. PROMOTIONS

This Site may contain sweepstakes, contests, or other promotions that require you to submit material or information about yourself. Please note that sweepstakes, contests, or promotions offered through the Site may be, and often are, governed by a number of separate rules which, in addition to describing such sweepstakes, contest, or promotion, may have eligibility requirements, such as being of a certain age or geographic area restrictions, terms and conditions governing the use of the material submitted by you, and how your personal information may be used. It is your responsibility to read these rules and determine whether or not you wish to and are eligible to participate, enroll and/or participate. By participating in any such sweepstakes, contests or other promotions, you agree to comply with and abide by such rules and decisions of your sponsor(s) identified herein, which shall be irrevocable and binding in all respects.

11. LINKS

We may provide links to third-party resources or websites. Our provision of such links does not represent endorsement of any information, products, or services obtained through such link. We are not responsible for the content or performance of any portion of the Internet, including other websites around the world to which the Site may be linked from which the Site may be accessed. You are required to inform us of errors or inappropriate materials found on our websites to which this Site is or may be linked.

12. ERRORS

Although we attempt to maintain the integrity of the Site and other Offerings, we make no warranties about the accuracy or completeness of the Site or other Offerings. If you believe you have discovered an error on the Site or other Offerings, please contact us: USA: 1 801 849 9025 • cs.usa@vidafdy.co MEX: +52 55 4770 7385 • cs.mex@vidafy.co Including, if possible, a description of the error, your location in the URL, and your contact information. We will make reasonable efforts to respond to your inquiry.

13. DISCLAIMER OF WARRANTIES:

LIMITATION OF LIABILITY YOU UNDERSTAND AND AGREE THAT THIS SITE AND ALL MATERIAL AND INTELLECTUAL PROPERTY CONTAINED THEREIN ARE DISTRIBUTED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS," AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, ABSENCE OF INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR BY LAW OR BY TRADE DEALINGS OR USAGE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION. YOU AGREE THAT WE AND OUR HEADQUARTERS, AFFILIATES, SUBSIDIARIES, LICENSEES, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY THE "RELEASED PARTIES"), ARE NOT LIABLE FOR DAMAGES OF ANY KIND TO YOU, WHETHER BASED IN TORT, CONTRACT, STRICT WARRANTY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT DAMAGES, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THIS SITE, THE OFFERINGS, THE MATERIAL, OR ANY ERRORS OR OMISSIONS IN THEIR TECHNICAL OR MATERIAL OPERATION, EVEN THOUGH WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CAUSED WHOLLY OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURES, THEFT OR DESTRUCTION OF, 16 VIDAFY TERMS OF USE OR UNAUTHORIZED ACCESS TO, THIS SITE OR ITS RELATED INFORMATION OR PROGRAMS. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY REASON OR CAUSE OF ACTION IN AN AMOUNT GREATER THAN FIFTY DOLLARS (\$50). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLOSURE OF CERTAIN TYPES AND DAMAGES, SO SOME OF THE ABOVE MAY NOT RELATE TO YOU. We make no representations or warranties regarding the completeness, accuracy, timeliness, or suitability of any information, facts, opinions, statements, or recommendations contained on this Site, in any Offerings, and/or in the Material. Any reference to any third party product, process, or service by trade name, domain name, trademark, service mark, logo, or manufacturer does not constitute or imply your endorsement or recommendation by us. The views or opinions of users of this Site do not necessarily state or reflect those of VIDAFY. Users are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice, or content available on this Site. The Internet can be subject to breach of security. We are not responsible for any damage to any user's computer due to any breach of security, or for any viruses, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other

technical malfunction. You should also be aware that e-mail submissions over the Internet may not be secure, and you should consider this before sending any information to anyone over the Internet. We make no representations or warranties regarding the suitability, functionality, availability, or operation of this Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment. BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY WAIVE RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542, AND ANY SIMILAR LAWS OF ANY STATE OR TERRITORY, WHICH STATES THE FOLLOWING: "A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT EXISTED IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF HE HAD KNOWN ABOUT IT WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." 18 VIDAFY TERMS OF USE NOTICE TO NEW JERSEY RESIDENTS: Your rights are generally protected by the Truth of Contract, Warranty, and Consumer Notice Act and New Jersey law. The following provisions in these Terms of Use do not apply to you and are not intended to vary, reduce, or alter your rights under New Jersey law: specifically, nothing in these Terms of Use limits, varies, reduces, affects, nullifies, or alters your rights under New Jersey law with respect to limitations of liability or indemnification (including, but not limited to, limitations on indirect, incidental, special, typified, consequential, or similar damages), dispute resolution, indemnification, jurisdiction of law, statutes of limitation or suspension periods for bringing claims, simple drafting requirements, representations, and warranties of every kind or nature (including, but not limited to, conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, of peaceful enjoyment and non-infringement), remedies for contracts, claims for personal injury, tort or negligence, terms of sale, fee change provisions, waiver of attorneys' fees and/or expenses, and copyright. Your rights with respect to these specific provisions will be governed by New Jersey law. In the event of any conflict between these Terms of Use and the laws of New Jersey, the laws of New Jersey shall govern.

14. INDEMNIFICATION

BY USING THIS SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY THIRD-PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND DEFENSE FEES INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO: THE BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANT OR AGREEMENT HEREUNDER; YOUR VIOLATION OF THIS AGREEMENT OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE

MATERIAL IN VIOLATION OF THIS AGREEMENT; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBER ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, CORPORATE IDENTITY, PATENT, PUBLICITY, PRIVACY OR ANY OTHER RIGHT OF ANY PERSON OR DEFAMATION OF ANY PERSON; ANY FALSE STATEMENTS MADE BY YOU; AND/OR OUR USE OF YOUR INFORMATION. YOU WILL COOPERATE TO THE BEST OF YOUR ABILITY AND IN THE MOST REASONABLE MANNER REQUIRED IN THE DEFENSE OF A CLAIM BY THE COMPANY. THE COMPANY RESERVES THE RIGHT, AT ITS OWN RISK, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY WAY RESOLVE ANY MATTER WITHOUT OUR WRITTEN PERMISSION.

15. TERMINATION; MODIFICATION

We will determine, your performance of this Agreement in our sole discretion and our decision will be final and binding. Any breach of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement. No waiver of this Agreement shall have any force or effect unless in writing and signed by a duly authorized representative of VIDAFY. We reserve the right to modify or discontinue this Site or any part of it, without notice to you or any third party. Upon termination of your membership, appointment as an Entrepreneur or access to the Site or upon request by VIDAFY, you must destroy all materials obtained from this Site, as well as all related documentation and all copies and their corresponding installations. Please be advised that we will aggressively exercise our rights to the fullest extent permitted by law. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. The section titles in this Agreement are for your convenience only and have no legal or contractual effect.

16. We operate the Site in the United States and the information contained in this Site is directed to the United States of America, so the information contained in it may not be appropriate or available for use in another location, and access to this Site from territories where the content of the Site may be illegal is prohibited. If you choose to access the Site or other Offerings from locations outside of the United States, you are responsible for compliance with local laws if, and to the extent necessary, such local laws are applicable. All software used on the Site or other Offerings is subject to U.S. export controls. Such software may not be downloaded or exported or re-exported (i) into (or to a national resident of) Cuba, Bruma, Democratic Republic of the Congo, Ivory Coast, Iraq, Libya, North Korea, Iran, Syria, Sudan, Venezuela, or any other country to which the United States

has embargoed merchandise; or (ii) someone on the U.S. Department of the Treasury's List of Specially Named Nationals or the U.S. Commerce Department's Table of Denied Orders. By uploading or using such software, you represent and warrant that you are not located in, under the control of, or a national or resident of such country or any party to any list. We reserve the right, in our sole discretion, to limit the availability of the Site or other Offerings to any person, geographic area, or jurisdiction at any time.

17. The laws of the State of California in the United States apply to this Agreement (without regard to the conflict of laws of California that may cause the application of another jurisdiction) and shall not be specifically governed by the United Nations Conventions on Contracts for the International Sale of Goods, if the rest is applicable. Any dispute between you and us must be brought before the state or federal courts located in Los Angeles County, California, within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause of action will be forever barred. You hereby consent and submit to the exclusive personal jurisdiction of the courts located in Los Angeles, California, for any cause of action relating to or arising out of this Agreement or the Site.

18. CONTACT US

If you have any questions, comments, or concerns about our Site, any Offering, or this Agreement, you may contact us: USA: 1 801 849 9025 • customersupport@vidafy.co MEX: +52 55.4770.7385 • soporte@vidafy.co VIDAFY INC.

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