



These **Terms of Use** govern your use of the service provided by **International Lifestyle Marketing Services Sociedad de Responsabilidad Limitada de Capital Variable**, hereinafter **VIVRI MAKER**.

DESCRIPTION OF VIVRI MAKER

VIVRI MAKER is a streaming platform property of VIVRI®, whose purpose is to promote the VIVRI lifestyle of Leaders in VIVRI® (hereafter LIVs™) as well as provide you with growth tools through audio and videoconferences about our Business Model and the VIVRI® Opportunity.

VIVRI MAKER is owned and managed by International Marketing Services S. de R.L. de C.V., a legally constituted Mexican company. Due to celebrated commercialization contracts, International Lifestyle Marketing Services shares your information with the following businesses:

-COMERCIALIZADORA VIVRI S. DE R.L. DE C.V.

-VIVRI USA LLC

-VIVRI COLOMBIA S.A.S.

-VIVRI PANAMÁ S.A.

MODIFICATION AND SURRENDER OF CONTRACT

VIVRI MAKER reserves the right to modify these terms and conditions at its discretion. The effects of any modification shall enter into force since the following calendar month in which they are made. The continued use of VIVRI MAKER after each modification will be considered tacit acceptance of our new Terms and Conditions. If you don't agree with future modifications, you can rescind your subscription without any additional charges by calling to our Call Center which can be contacted at (+52) 3336211563 from Monday to Friday from 09:00 to 21:00 and Sundays from 09:00 to 18:00.

VIVRI MAKER service

In order to use the VIVRI MAKER Service you must be a LIV™ and have been active in the last two scheduled periods, as well as have an account on the platform.

When creating an account:



- a. You agree that your personal information (including, but not limited to name, age, LIV™ ID, geographic location and e-mail) is shared with VIVRI® databases to corroborate your LIV™ status and that it is correct.
- b. The LIV™ who created the account will be charged the purchase of the subscription, which can be made in through the application and official websites of VIVRI with a shopping cart. They will have access and control over your account, as well as the devices through which you access it. You must be careful of your login information to prevent third parties from using it as this is for personal use only. Failure to comply with this rule will result in the immediate termination of your subscription.
- c. You accept the content provided by VIVRI MAKER in the condition it is offered, agreeing to make no total or partial modifications.
- d. You recognize that VIVRI MAKER is a streaming service, and that it is strictly forbidden to download the available content through third applications. In case of breach you will be penalized with the immediate termination of your account and you'll be linked to the corresponding legal copyright claim process.
- e. You allow VIVRI MAKER to use cookies for the optimal operation of the service to personally identify individual accounts and to apply the Terms and Conditions of Use to avoid improper practices and to maintain the security and exclusivity of the service.

FUNCTIONALITY FEATURES

Availability: The availability of videos on VIVRI MAKER will be modified periodically at its sole discretion. Video and image quality of videos transmitted through the internet can vary according to the device in which it is being displayed, your location, the available bandwidth or the speed of your internet connection, so in accepting these Terms you acknowledge that VIVRI MAKER is not responsible for streaming quality. Internet access charges will depend solely on your agreement with your Service Provider and independently from VIVRI MAKER.

Devices: The VIVRI MAKER Applications and website can be accessed through a maximum of two devices simultaneously and its contents may be displayed at one device at a time. This is to ensure the security of the account and avoid its misuse. It is your responsibility to use the platform through a device with sufficient capabilities to support the app and withstand the bandwidth transfer that occurs during video playback. Check your manufacturer's instructions manual to learn more about your device.

Geographic limitation: The VIVRI MAKER service will be available the territories of Mexico, Colombia, Peru, Panama and the United States of America, as well as any other country that is included in its delimitation in futurity.

INTELLECTUAL PROPERTY



- a. All content found on the platform shall be the exclusive property of VIVRI MAKER unless otherwise expressly stated in its description. It is strictly forbidden to record phonograms, image frames, to reproduce through written word in print or digital media, or to commercialize in any form the contents that are part of the platform. Failure to comply with this condition will result in a penalization of immediate termination of your account as well as the corresponding copyright claim and any royalties from awried monetization.
- b. If there is copyrighted content that has not been sent to the platform by its owner, they may request a content review following the instructions on the Reporting Content section. VIVRI MAKER reserves any patrimonial responsibility for videos that have been sent by other Content generators outside their copyright owner since they are received in good faith.

CONTENT

By accepting these terms and conditions you agree to be in the know that sending a video for the platform, by any available means, does not guarantee its addition. VIVRI MAKER reserves the right to select the content to be published, as well as the criteria used for selection.

When content is sent to VIVRI MAKER, the Content Creator grants VIVRI in perpetuity all rights and ownership over said media to commercialize, use, reproduce, distribute, create derivate works, show and communicate the Content in relation to all business pertaining to VIVRI MAKER and its affiliates, even it is removed or deleted by the Content Creator.

VIVRI MAKER bestows all of its users a non-exclusive license to access the available content to use and visualize said content in accordance with these Terms and Conditions.

MONETIZATION

Fifty percent of all profits from inscriptions to the platform will be destined to pay for media sent by Content Generators that VIVRI MAKER classifies as Private Content and that is published on the VIVRI MAKER segment of the app. The quantity shall be determined by the view count during the following three years of its publication. A monthly, non-accumulable cut-off will be made in order to issue payment.

Media monetization will begin as soon as the application's free trial period ends, on day 91 since it's launch.

The corresponding payment to each Content Generator will be made during the first 20 days after the cutoff date. Checks will only be issued if the owed quantity is over 30.00 U.S. Dollars, therefore if the minimum amount is not met by the cutoff, it'll be accumulated until the quantity is met. Payment will be made effective the next immediate cut after the minimum is met.

Content Creators will lose their right to monetize their media in the following scenarios:



- a) If the Content Generator is not the rightsholder to all commercial use to the audiovisual elements of the content sent.
- b) If one or more third parties make a copyright claim on any element of their Content.
- c) If the Content Creator loses its LIV status.

VIVRI MAKER will notify you as soon as possible if you ensample any of the aforementioned and reserves the right to change these criteria at any time.

CANCELLATION OF THE SERVICE AT VIVRI®'s DISCRETION

In the event that you're dissatisfied with our service you can rescind your subscription without any additional charges, understanding that previous payments will not be refundable and that you will continue to have access to the platform until the next Period. Each VIVRI MAKER period will run alongside VIVRI® periods.

VIVRI MAKER may cancel the service to any of its users at its discretion, informing them if it is a penalty for non-compliance with the Terms and Conditions or its Privacy Policy.

CUSTOMER SERVICE

VIVRI MAKER offers customer support through its Call Center, which can be contacted at (+52) 3336211563 from Monday to Friday from 09:00 to 21:00 and Sundays from 09: 00 to 18:00. Our agents are prepared to assist you with any problems regarding registration, payment and use of the website and mobile application.

WARRANTY EXCLUSIONS AND LIABILITY LIMITATIONS

The VIVRI MAKER service is provided "as is", without warranty or condition. In particular, our service is not declared to be uninterrupted or error-free. Therefore, you waive all special, indirect and consequential damages against VIVRI MAKER. These terms shall not limit the non-waivable warranties granted by the applicable law. Under no circumstances will VIVRI MAKER, its officials, managers (directors), employees or agents be liable for any damages, whether direct, indirect, incidental, moral, special, punitive or consequential resulting from (i) errors, content inconsistency, (II) injury or damage to property of any nature, resulting from your access to and use of our services, (III) any unauthorized access or use of our restricted servers and/or any personal and/or financial information stored within such servers, (IV) any interruption or termination of the transmission to or from our services, (v) any bug, defect, virus, trojan horses or similar that may be transmitted through our services by any third party, and/or (vi) any error or omission in any content or for any loss or damage, of any nature, resulting from its use of the published content, sent via e-mail, transmitted or made available in any other way via the services, whether the foregoing is based on a guarantee, contract, liability or any other legal theory, regardless of whether or not the company has been advised of the extent of such damages. The above limitation of liability shall apply in the broadest manner permitted by applicable law in the relevant jurisdiction.

Through these terms, you explicitly recognize that VIVRI MAKER will not be responsible for the content or defamatory, offensive or illegal conduct of third parties on the platform, and



that the risk of damages related to the aforementioned falls solely on the user. Comments and opinions made by third parties on our platform are of their exclusive responsibility.

Through these terms, you specifically acknowledge that VIVRI MAKER will not be liable for the content or for the defamatory, offensive or illegal conduct of any third party and that the risk of injury or prejudice in Relationship with the above lies entirely with you.

SURRENDER OF RIGHTS

These Terms of Service and any rights or licenses granted in accordance with the terms of this agreement may not be transmitted or transferred by you but may be surrendered by VIVRI MAKER without restriction.

ACCEPTANCE OF THE TERMS OF USE

The use of VIVRI MAKER is subject to acceptance of these terms and conditions, as well as the Privacy policy found in the following link: https://it.vivri.com/docs/vmm/en/privacy_policy_en.pdf. By accepting the terms, it is understood that you have read them in full and commits to comply fully with all the contents of this agreement.

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