

IYOVIA GO Member Terms and Conditions

Last Updated: April 11, 2025

By completing the online IYOVIA GO application, You agree to be bound by these Member Terms and Conditions and the IYOVIA Member Code of Conduct, which is incorporated by reference into these Member Terms and Conditions.

PLEASE READ THESE MEMBER TERMS AND CONDITIONS CAREFULLY. THESE MEMBER TERMS AND CONDITIONS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Except as specifically provided in Section 15 regarding amendments to the Dispute Resolution Agreement, You agree that You will be bound by any changes to these Member Terms and Conditions thirty (30) days after notice of the amendment is emailed at the email address on file for You with IYOVIA GO or is posted in the IYOVIA GO back office. By continuing to participate as a Member or to use or access the Benefits and the Web Site after the effective date of the amendment, You agree to the amended Member Terms and Conditions. You may opt out of any proposed amendments by terminating your Membership prior to the effective date of such proposed amendments. Your continued participation in any way as a Member or use or access of the Benefits and/or the Web Site on or after the effective date of any amendment constitutes acceptance of the amended Member Terms and Conditions. Amendments will not have a retroactive effect unless You have expressly agreed to such amendment.

The "Last Updated" legend above indicates when these Terms and Conditions were last revised. These Member Terms and Conditions set the basis for a Member to participate in the IYOVIA GO ("IYOVIA GO") travel membership program. The following provisions govern the use of Membership:

Definitions: The following terms when used herein shall have the following meanings:

- "Affiliate": a third party with whom IYOVIA GO has entered into a contract wherein the third party provides Benefits to Members of the closed-user group travel program operated by IYOVIA GO.
- "Benefits": access to the various special products and services made available to Members, which Benefits shall be as published on the IYOVIA GO Web Site. Benefits may include preferred rates, net rates, special offers, exclusive product and/or pricing and such other products and services as IYOVIA GO shall in its sole discretion offer from time to time.
- "Initial Fee": the one-time payment due on application to become a Member.
- "Member" or "You": the person who has made an application to become a Member, accepted the Member Terms and Conditions, been accepted by IYOVIA GO as a Member and who has paid the Initial Fee and the first Recurring Fee and continues to pay the Recurring Fee every twenty-eight (28) days. A person immediately ceases to be a Member if he or she terminates his or her Membership or fails to pay the Recurring Fee when due.
- "Membership": participation in the closed-user group which entitles the Member to access all of the Benefits offered from time to time by IYOVIA GO through the Membership program.
- "Recurring Fee": the recurring payment made by a Member every twenty-eight (28) days to maintain Membership in the program.
- "Web Site" s: the IYOVIA GO website www.iyovia.travel or sub domains of that Web Site and any other web sites including subdomains through which IYOVIA GO may offer access to Benefits from time to time.
- "IYOVIA GO or We": Phylia Inc. dba IYOVIA GO.

1. To become a Member of the IYOVIA GO travel program You must be 18 years of age or older and reside in a market in which IYOVIA GO offers Memberships.

2. IYOVIA GO may refuse to accept any Membership Application in its sole discretion.**3.** Membership becomes effective only when the Membership Application is accepted by IYOVIA GO, the Initial Fee and the first Recurring Fee is paid and received by IYOVIA GO. Continued Membership is at all times after acceptance conditional upon payment by You of the Recurring Fee and your compliance with these Member Terms and Conditions.. IYOVIA GO may vary the Recurring Fee upon reasonable notice to You .

4. If paying by credit or with a debit card or using an e-wallet account, You hereby certify that the credit or debit card or e-wallet account used to make payment is held in your name or that You are an authorized user of the card or account. You hereby authorize IYOVIA GO to charge your credit or debit card, or e-wallet account identified in your Application, or advised to IYOVIA GO from time to time, with the Initial Fee and the Recurring Fee. You confirm that You understand and agree that the transaction contemplated by this purchase consists of the Initial Fee and the first Recurring Fee and then the Recurring Fee due every twenty-eight (28) days until the Membership is canceled by notice in writing in accordance with these Member Terms and Conditions.

5. Your Membership shall remain in effect until (i) terminated by You by sending, in writing, notice of cancellation of your Membership to IYOVIA GO by email to support@iyovia.com or using the cancellation option to cancel your Membership in your Member back office or (ii) terminated by IYOVIA GO by sending in writing, notice of cancellation of your Membership to You by email at the email address held on file by IYOVIA GO for You in your Member profile at the date of the notice. (Notice to IYOVIA GO must include your name, address, and Member Identification Number and must be sent from the email on file with IYOVIA GO for your Membership in your Member profile.) Your Membership will also be terminated with immediate effect if You stop payment of the Recurring Fee or if any of the information provided by You on your Application is found to be false, inaccurate or fraudulent. If IYOVIA GO becomes aware or has reasonable suspicion to believe that You are under the age of eighteen (18) years old it may terminate your Membership with immediate effect.

You hereby authorize IYOVIA GO to (i) charge the initial Membership fee and the first twenty-eight (28) days Recurring Fee to the credit/debit card or other applicable payment method You provide or use with your Membership application (the "Payment Method") on receipt of your application to become an IYOVIA GO Member; and (ii) thereafter to automatically charge the Payment Method for each Recurring Fee payment due and payable under these Member Terms and Conditions. By submitting the Payment Method with your application, or any amendment to the Payment Method thereafter, You represent that You are the owner or authorized user of the Payment Method to be charged. You acknowledge and agree that it is your responsibility to ensure the Payment Method remains valid at all times during your Membership, and that You will provide to IYOVIA GO all information necessary to allow IYOVIA GO to charge the Payment Method (or any valid, replacement credit or debit card) for all amounts due and payable by You to IYOVIA GO. You further acknowledge and agree that if the Payment Method expires or otherwise becomes invalid for any reason during your Membership or You otherwise fail to pay any fees when due, then your access to the Benefits and the Web Site may be restricted and your Membership may be suspended.

Recurring Fees are charged every twenty-eight (28) days.

All Membership fees are charged, and refunds processed, and paid in US dollars (USD). Your card issuer or Payment Method provider may apply fees for foreign currency transactions and may determine the applicable foreign exchange rate for your transaction. IYOVIA GO does not have any control over the application of international transactions or foreign exchange fees, or rates, and is not responsible for any differential between the price charged by it or refund paid by it in USD and the total price charged to You or received by You in a foreign currency. If You pay using a digital currency, your payment may be processed by IYOVIA GO's affiliate, Assiduous Inc. on its behalf.

To the extent permitted by law IYOVIA GO reserves the right to apply reasonable account maintenance fees and to charge these to your Payment Method. IYOVIA GO will advise You in advance of introducing any such charges by notice in writing.

You may update your Payment Method and other account information online in your back office.

Your authorization under these Member Terms and Conditions allows IYOVIA GO to adjust the scheduled charge to reflect any changes to the Recurring Fees, other fees (if applicable), or taxes. IYOVIA GO will notify You by email at least ten (10) days prior to making any charge if there is a change to the Recurring Fee.

ALL PAYMENT AUTHORIZATIONS REMAIN IN EFFECT UNTIL YOUR MEMBERSHIP IS CHANGED, OR CANCELED BY YOU OR BY IYOVIA GO.

IYOVIA RESERVES THE RIGHT TO CHANGE THE PAYMENT METHODS IT ACCEPTS AT ANY TIME IN ITS SOLE DISCRETION.

Notice of cancellation by You must be received by IYOVIA GO at least five (5) business days prior to the scheduled charging date of your payment account or payment method. If a cancellation notice is received fewer than five (5) business days prior to the scheduled charging date, cancellation will become effective in the month following the month in which the notice of cancellation is received by IYOVIA GO. Termination by either party shall terminate your use of the Benefits of Membership and access to the Web Site with effect from the next scheduled payment charging date. Except as otherwise required by applicable law, You may cancel your Membership without penalty or obligation, within seven (7) days from the date of your Member Application or payment (whichever occurs first), to become a Member and receive a 100% refund of all Membership fees paid in accordance with our Refund Policy which is published at www.iyovia.com. If You cancel your Membership after booking travel or a Member experience IYOVIA GO may cancel your booking and issue a refund for the amount already paid. If IYOVIA GO chooses to make a refund to You it shall not be responsible for any other costs, such as flights or pre-booked excursions, incurred by You in connection with the cancellation of your booking. IYOVIA GO also may terminate your Membership at any time and may do so immediately without notice, and deny You access to the Web Site, if in its sole discretion IYOVIA GO determines that You have failed to comply with any term or provision of these Member Terms and Conditions ("Cause"). If IYOVIA GO cancels your Membership for Cause no refund will be due to You. If IYOVIA GO cancels your Membership other than for Cause no refund or credit will be due to You except for the unused portion of the then current charging period Recurring Fee. IYOVIA GO reserves the right in its sole discretion to approve or deny the reactivation of a cancelled or terminated Membership. If You apply to reactivate a cancelled or terminated Membership within six (6) months of cancellation or termination your Membership may only be reactivated with the same IBO enroller as your prior Membership account.

6. IYOVIA GO supplies certain Benefits itself and/or through associated entities but also contracts with various Affiliates to provide Benefits to Members, which Benefits will change from time to time. IYOVIA GO shall at all times provide updated information as to Benefits available via its Web Site and/or by notice by email to Members. You acknowledge that all post sale customer service support may be rendered in English by IYOVIA GO or its Affiliates.

7. Benefits may be booked and used by any Member and by one (1) adult aged eighteen (18) years of age or older who resides in the same household as the booking Member including a spouse, civil or other partner. Unless otherwise stated in booking specific terms, a maximum of two (2) adults aged eighteen (18) years of age or older may travel on a single travel or experience booking provided at least one (1) adult on the booking is a Member or is an adult aged eighteen (18) years of age or older who resides in the same household as the Member. A Membership may be held in the name of a business entities. but a named authorized person must be named on the account and only the named authorized person may book travel on that account.

8. Members may take dependent children on IYOVIA GO travel trips or experiences by paying the designated trip charge. Children may be charged an additional dependent child fee, which is particular to each trip or experience and will change accordingly. Dependent children are those children residing with their parent(s) or legal guardian(s), in school and aged eighteen (18) years of age or under. Those children who are over the age of eighteen (18), unmarried, residing with their parent(s) or legal guardian(s), and attending school (up to the age of twenty-five (25) are also considered dependent children. In addition, a child who is permanently disabled (no matter what age) and under the direct care of his or her parent(s) or legal guardian(s) is a dependent child. Additional rooms for dependent children under the age of eighteen (18) years not sharing accommodation with adult guests can be requested but are not guaranteed to be available and will be subject to additional charges which may vary.

9. You agree that it is your responsibility to choose which Benefits You use and/or travel You purchase and that not electing to participate in all or any of the Benefits offered does not constitute a breach of these Member Terms and Conditions. You further agree that, except in accordance with these Member Terms and Conditions, You will not be eligible for a full or partial refund of your Initial Fee and Recurring Fees as a result of your non-use of any of the Benefits. Benefits available may be varied and or replaced by alternative Benefits of equivalent value at any time in the sole discretion of IYOVIA GO.

10. You agree that due to the inherently limited inventory in the travel industry, the availability of specific travel services or features such as room upgrade or amenities is not guaranteed and may be subject to limits on availability or price which may vary. You further agree that IYOVIA GO will make every available opportunity to offer You the best possible price but that prices may increase above the initially published price due to limited inventory availability. All travel is booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions an Affiliate imposes such as minimum or maximum age requirements, travel insurance and visa requirements. It is your responsibility to ensure that You are able to comply with the booking terms including any such restrictions or requirements before booking. IYOVIA GO shall not be responsible for your failure to comply with such restrictions or requirements, where You have been advised of these on or prior to booking.

11. Membership is personal to You as a Member and You may not transfer, assign, charge or otherwise dispose any of your rights or obligations without the prior written consent of IYOVIA GO. The Membership shall terminate automatically on the death of the individual in whose name the Membership is held.

12. These Member Terms and Conditions must be read in conjunction with the terms and restrictions unique to each Affiliate and the purchase of all products and/or services is subject to the terms and conditions of use or booking of the Affiliate supplying such products or services to the Member.

13. All materials, information, software, products, and services included on or available through the Web Site (the "content") are provided "AS IS" and "AS AVAILABLE" for your use. The content is provided without warranties of any kind, either express or implied.

14. Under no circumstances shall IYOVIA GO, their affiliated entities, Affiliates, contractors, licensors, suppliers, agents, any independent provider/transmitter of information, or the employees, agents, officers or directors of the foregoing parties (collectively, the "covered parties") be liable for any direct, indirect, punitive, incidental, special or consequential damages that result from: (1) the use of, or inability to use, the Web Site; (2) any inaccuracy, error,

delay in or omission of, any information, or the transmission or delivery of any information; (3) any negligent or reckless act or omission; or (4) any force majeure event. In no event shall any of the covered parties' liability for damages to a Member exceed the Initial and Recurring Fees paid by the Member during the 12 months immediately preceding the first event that is alleged to have caused the damages.

15. DISPUTE RESOLUTION; AGREEMENT TO ARBITRATE; CLASS-ACTION WAIVER

READ THESE DISPUTE RESOLUTION TERMS CAREFULLY. THEY SUPERSEDE AND REPLACE ALL PRIOR TERMS FOR RESOLVING DISPUTES BETWEEN YOU AND IYOVIA GO, REQUIRE YOU AND IYOVIA GO TO ARBITRATE CERTAIN CLAIMS ("CLAIM(S)", AND LIMIT HOW YOU AND IYOVIA GO CAN SEEK RELIEF FROM EACH OTHER. WITH LIMITED EXCEPTIONS, THESE TERMS PRECLUDE YOU AND IYOVIA GO FROM SUING IN COURT OR PARTICIPATING IN A CLASS ACTION AND YOU AND IYOVIA GO AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING. YOU AND IYOVIA GO ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. FOLLOW THE INSTRUCTIONS BELOW IN SECTION L IF YOU WISH TO OPT OUT OF THE REQUIREMENT TO ARBITRATE.

A. THE PARTIES TO THESE MEMBER TERMS AND CONDITIONS MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THESE MEMBER TERMS AND CONDITIONS OR THE RIGHTS OF THE PARTIES UNDER THESE MEMBER TERMS AND CONDITIONS WHICH CANNOT BE RESOLVED BY INFORMAL DISPUTE RESOLUTION SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). The rules applicable to Claims between You and IYOVIA GO shall be AAA's Consumer Arbitration Rules. The Consumer Arbitration Rules of the AAA are available at www.adr.org.

B. In the event the AAA is unwilling or unable to hear the dispute, the parties shall agree to, or an appropriate court shall select, another arbitration provider. Unless otherwise agreed upon by the parties, any arbitration hearing shall take place in Las Vegas, Nevada, although either party may elect to participate in the arbitration by telephone. The Party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by AAA and the respondent shall be responsible for payment of filing fees for any Cross-Complaint or Counterclaim.

C. Although this agreement to arbitrate is made and entered into between You and IYOVIA GO, IYOVIA GO's affiliates, owners, members, managers, and employees ("Related Parties") are intended third party beneficiaries of these Member Terms and Conditions including this agreement to arbitrate.

D. This agreement to arbitrate shall survive the termination of the Membership and the Member's IYOVIA GO account. Any issues related to the arbitrability of any claim, or the scope, validity or enforceability of this agreement to arbitrate shall be determined by the arbitrator. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery via courier. The Demand for Arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. You will send a copy of any demand for arbitration to IYOVIA GO by certified mail addressed to Phylia Inc., 120 White Plains Road #420, Tarrytown, NY 10591. IYOVIA GO will send any demand for arbitration to You by certified mail using the current mailing address You provided in your IYOVIA GO Member enrollment or in your Member profile, if updated. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12 and 56. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction.

E. Required Informal Dispute Resolution. Except for IP Claims (defined in Section F) and Claims requiring a temporary restraining order, if either of Us has a Claim against the other, both of Us must first attempt to resolve the Claim informally before the Claim may be brought in arbitration. You and IYOVIA GO will make a good-faith effort to negotiate for forty-five (45) days towards the resolution of any Claim, or for a longer period as mutually agreed in writing by You and IYOVIA GO. You will send any Claimant Notice to IYOVIA GO by certified mail addressed

to Phylia Inc. , 120 White Plains Road #420, Tarrytown, NY 10591. IYOVIA GO will send any Claimant Notice to You by certified mail using the current mailing address You provided in your IYOVIA GO Member profile. The Claimant Notice sent by either party must provide factual information sufficient for the receiving party to evaluate the Claim and must include the claimant's name, address, email address, and any relevant purchase information and product information. Engaging in Informal Dispute Resolution is a condition precedent to either party's right to initiate an arbitration.

F. Claims Subject to Binding Arbitration; Exceptions. Except for IP Claims, which are disputes that exclusively relate to infringement of your or IYOVIA GO's intellectual property rights, both parties agree that all Claims meeting the requirements of Section E that are not resolved during the Informal Resolution Period, including Claims that are unrelated to IP Claims but are jointly filed with IP Claims, will only be resolved through binding arbitration.

G. Small Claims. You or IYOVIA GO may pursue any Claim, except IP Claims, in a small-claims court instead of through arbitration if (i) the Claim meets the jurisdictional requirements of the small claims court and (ii) the small claims court does not permit class or similar representative actions or relief.

H. Arbitration Fees. You and IYOVIA GO will be responsible for paying the fees of the arbitrator and any administrative fees charged by AAA according to the rules and procedures of the AAA.

I. Frivolous or Improper Claims. To the extent permitted by law, a claimant must pay all reasonable costs and fees incurred by the responding party—including arbitration fees, attorney fees, and expert fees—related to a Claim if an arbitrator or court determines that (i) the Claim was not warranted by existing law or by a nonfrivolous argument or (ii) the Claim was filed in arbitration for any improper purpose, including to harass the responding party, cause unnecessary delay, or increase the cost of dispute resolution.

J. Class Action Waiver. You and IYOVIA GO agree that by entering into the above agreement to arbitrate both parties are waiving their right to have any dispute or claim brought, heard or arbitrated as a class action lawsuit or class action arbitration, or any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. You and IYOVIA GO agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. You and IYOVIA GO agree that any claim that all or part of this class action waiver is unenforceable shall be determined by a state or federal court located in Las Vegas, Nevada and not by an arbitrator. You and IYOVIA GO further agree that if a court determines that the limitations of this paragraph are deemed invalid or unenforceable, any putative class or representative action must be brought in a court of proper jurisdiction and not in arbitration.

K. Mass Arbitrations. If twenty-five (25) or more Claimant Notices are received by a party within one hundred and eighty (180) days of the first Claimant Notice that the party received, and all such Claimant Notices raise similar Claims and have the same or coordinated counsel, then these Claims will be considered "Mass Arbitrations." You or IYOVIA GO may advise the other if You or IYOVIA GO believe that the Claims at issue are Mass Arbitrations, and disputes over whether a Claim meets the definition of "Mass Arbitrations" will be decided by the arbitration provider as an administrative matter. Mass Arbitrations shall proceed pursuant to the AAA Mass Arbitration procedures.

L. 30-Day Right to Opt Out. You have the right to opt out of arbitration by sending written notice of your decision to opt out to the following address by mail: Phylia Inc., 120 White Plains Road #420, Tarrytown, NY 10591 within thirty (30) days of You first becoming subject to these Dispute Resolution Terms. Such notice must include the name of each person opting out and contact information for each such person, the specific products, or services used that are at issue, the email address that You used to set up your IYOVIA GO account (if You have one).

M. Governing Law.

All Claims shall be subject to, governed by, construed, and interpreted in accordance with the laws of the State of Nevada, U.S.A., except for its conflict of law rules. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.

N. Venue.

All Claims not subject to arbitration pursuant to these Dispute Resolution Terms and that cannot be heard in small claims court will be resolved exclusively and have jurisdiction in the courts located in Las Vegas, Nevada, U.S.A.

16. These Member Terms and Conditions will be governed by and construed in accordance with the law of the State of Nevada, without regard to principles of conflicts of laws. The parties consent to jurisdiction and venue before any

federal or state court in Clark County, Nevada, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

17. We grant You only a limited, non-transferable and non-exclusive license to use the software, documentation and other content of the Web Site necessary to access, explore and otherwise use the Web Site in real time and to use the materials and the Benefits of the Academy on the Web Site in a manner consistent with these Member Terms and Conditions.

18. Any software that is made available to download from the Web Site (the “Software”) is the copyrighted work of IYOVIA GO, its subsidiary, associate or affiliated entities and/or its Affiliates and/or their suppliers or licensors. Use of the Software is governed by the terms of the use of the Web Site.

19. Without limiting the foregoing, copying or reproduction of the Software or of the Web Site content to any other server or location for further reproduction or redistribution is expressly prohibited.

20. You shall not use, disseminate or reproduce any IYOVIA GO trademarks, copyrights or other intellectual property in marketing materials, advertising on social media including but not limited to Facebook, Twitter, or LinkedIn, domain registration or any other advertising and/or marketing outlet without the expressed written consent from the IYOVIA GO Compliance department.

21. You shall not use the Web Site for any purpose that is unlawful or prohibited by these Member Terms and Conditions, and You agree to respect other users of the Web Site. We reserve the right to terminate your use of the Web Site and your Membership if, at any time, You engage in any conduct that we, in our sole discretion, deem to be detrimental to IYOVIA GO, the general public or other users. In such instances, You shall forfeit any incentives awarded by us or our Affiliates accrued but not redeemed or used upon the termination of your Membership. In addition, You agree to refund to us the reasonable value of any incentives or remuneration You receive or realize as a result of any illegal or wrongful conduct or conduct in violation of these Member Terms and Conditions.

22. No relationship between IYOVIA GO and any third parties, including but not limited to travel agents, travel experts, writers, and Members, whether or not they share in the revenues and/or profits of IYOVIA GO, who post, publish, view, receive, or utilize information and/or materials on the Web Site shall be construed as establishing agency, employment, partnership, joint venture or any other relationship giving rise to vicarious liability of IYOVIA GO, its subsidiaries, associated or affiliated entities.

23. You understand and acknowledge that You and your activity as a Member are subject to the IYOVIA GO Privacy Policy and Terms of Use available at www.iyovia.com, which are incorporated into and a material part of these Member Terms and Conditions. You acknowledge that You have read and understand the Terms of Use and the Privacy Policy, and consent to the use of any personal information that You provide according to the terms of these Member Terms and Conditions and the Privacy Policy. When You disclose personal data as part of the Member online application process, as well as other personal data disclosed in conducting your activities as a Member, You acknowledge that this information is necessary to allow IYOVIA GO to fulfill its contractual obligations to You and the IYOVIA GO network of Customers/Members, IYOVIA Independent Business Owners (“IBOs”), IYOVIA GO affiliated entities, Affiliates and suppliers, vendors and service providers. The data collected is used by IYOVIA GO internal and authorized external service providers, suppliers and vendors taking part in the operation and management of the distribution network. You consent to the disclosure of your name, telephone number(s), e-mail address(es), mailing

address(es) and other contact information listed on your online Member Application or profile as updated, and information regarding your IYOVIA GO purchases (excluding Payment Method information), to internal departments, authorized service providers, your sponsor, upline IBOs and the IYOVIA GO support team. You agree that IYOVIA GO or a person acting on its behalf may contact You by telephone, text messaging, and email, and You consent and agree to being contacted in this manner at the telephone number(s) and email address(es) that You provide. Your carrier's standard rates will apply for calls and text messages. If You wish to opt out of promotional emails, You can unsubscribe from the IYOVIA GO promotional email list by following the unsubscribe options in the promotional email itself or by emailing support@iyovia.com. You will continue receiving emails regarding business-related transactions regardless of the email subscriptions chosen. If You wish to opt out of promotional texts, You may respond as indicated to allow for opting out on the text itself. You may opt out of promotional telephone calls by simply requesting to be placed on the IYOVIA GO do not contact list. You may also opt out of texts by email at support@iyovia.com. You acknowledge that You are not required to consent to receive promotional, emails, texts or calls as a condition of being a Member. **BY SUBMITTING YOUR APPLICATION TO BECOME A MEMBER, YOU AUTHORIZE IYOVIA GO, ITS AFFILIATED ENTITIES, AFFILIATES, ITS SERVICE PROVIDERS, AND IYOVIA IBOS, AND REPRESENTATIVES TO CONTACT YOU BY PHONE, MAIL, AND EMAIL AND THROUGH OTHER ELECTRONIC COMMUNICATION PLATFORMS CONCERNING IYOVIA GO RELATED MATTERS.**

24. IYOVIA GO, its parent, subsidiaries or associated or affiliated entities, and their directors, officers, owners, employees, assigns, and agents (collectively referred to in this section 25 as "Associates"), shall not be liable for, and You hereby release IYOVIA GO and its Associates from, all claims for consequential and exemplary damages. You further agree to indemnify IYOVIA GO and its Associates for any liability, (including attorney fees), damages, fines, penalties, or other awards arising from your conduct when traveling as an IYOVIA GO Member.

25. IYOVIA GO may at any time set off any liability of the Member against any liability of IYOVIA GO, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Member Terms and Conditions. Any exercise by IYOVIA GO of its rights under this section shall not limit or affect any other rights or remedies available to it under these Member Terms and Conditions or otherwise.

26. The online Membership Application, these Member Terms and Conditions, and the Member Code of Conduct constitute the entire contract between You and IYOVIA GO relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these Member Terms and Conditions are of no force or effect.

27. Any waiver by IYOVIA GO of any breach of these Member Terms and Conditions must be in writing and signed by an authorized officer of IYOVIA GO. Waiver by IYOVIA GO of any breach of these Member Terms and Conditions by You shall not operate or be construed as a waiver of any subsequent breach.

28. If any provision of these Member Terms and Conditions are held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of these Member Terms and Conditions will remain in full force and effect.

29. Sections 14, 15, 16, 17, 18, 19 and 20 shall survive termination of your Membership and these Member Terms and Conditions.

NOTICE OF CANCELLATION

Except where applicable law requires otherwise, You may cancel this transaction, without penalty or obligation, for a full refund, if You provide a valid cancellation notice postmarked within seven (7) days from the date of your online Member Application, exclusive of the date of signing. Except where applicable law requires otherwise, if You cancel after the seven (7) day period, You are not entitled to any refund. To cancel your Membership, You must deliver via email a written and dated copy notice of cancellation or use the cancellation option in your Member back office to cancel your Membership.