

IYOVIA GO Reward Trip Program Terms and Conditions

Effective Date: April 11, 2025

Updated: April 11, 2025

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

1. Program:

The IYOVIA GO Reward Trip Program ("Program") is operated by Phylia Inc. dba IYOVIA GO ("IYOVIA GO", "Company", "We" or "Us"). Program Members ("Members" or "You") will be rewarded for their loyalty with the opportunity to enjoy a Reward Trip Award subject to these Reward Trip Program Terms and Conditions and the booking terms applicable to any Reward Trip.

2. Eligibility:

Individuals who enroll or have already enrolled as an IYOVIA GO Member are eligible to participate in the Program.

3. Enrollment in the Program:

3.1. IYOVIA GO Members must accept these Reward Trip Program Terms and Conditions to enroll in the Program.

3.2. To earn a Reward Trip Award, a Program Member must maintain an active IYOVIA GO Membership for twelve (12) consecutive months from enrollment in the Program ("Qualifying Period"). A Program Member is eligible to earn one Reward Trip in a twelve (12) month period. The Reward Trip is awarded on the twelve (12) month anniversary of enrollment in the Program and on each subsequent twelve (12) month anniversary of enrollment (each an "Award Date"). Each twelve (12) month period is a Qualifying Period for the Reward Trip awarded at the end of that Qualifying Period. To avoid doubt, IYOVIA GO Members pay membership fees each 28-day billing period. The Qualifying Period for the Reward Trip Award is twelve (12) months and not twelve 28-day billing periods from the enrollment date and each annual anniversary thereafter.

3.3. If a Member has a recurring IYOVIA GO Membership fee unpaid, refunded or a chargeback occurs for any reason, the Company has the right to restart the applicable Qualifying Period and reset active Membership months credited for the Program at zero.

3.4. The Company may but is not obligated to allow a thirty (30) day grace period when an IYOVIA GO Membership fee is unpaid, refunded, or charged back but will not permit more than one thirty (30) day grace period in any twelve (12) month Qualifying Period. If the permitted grace period lapses and the Member subsequently resumes paying their recurring Membership fee, the applicable anniversary date shall be twelve (12) months from the date of the first resumed Membership fee payment.

3.5. The Company reserves the right at any time to limit Program enrollment.

3.6. The Company may discontinue a Member's participation in the Program and may cancel any future booked travel if the Member cancels their IYOVIA GO Membership.

4. Booking your Reward Trip:

4.1. All Reward Trip bookings are made subject to the terms and conditions of the IYOVIA GO Membership and its partner suppliers' and vendors' booking terms and conditions and availability. Supplier and vendor booking terms are made available prior to booking travel.

4.2. All travel on a Reward Trip must be booked and travel completed within twelve (12) calendar months of the Reward Trip Award date.

4.3. Reward Trips may be offered at various locations, subject to availability. Unless otherwise stated at the time

of booking, Reward Trips do not include meals, local taxes or fees, flights to or from your departure airport, or hotel transfers.

4.4. Reward Trip Awards are awarded to an IYOVIA GO Membership ID and travel must be booked only by the named lead individual on an IYOVIA GO Membership account.

4.5. Reward Trip Awards or travel booked using a Reward Trip Award may not be transferred, sold, or gifted.

4.6. The lead individual named on the IYOVIA GO Member account awarded the Reward Trip must be present at check-in to the accommodation provided on the Reward Trip and must be an active IYOVIA GO Member in good standing at check-in and for the duration of the Reward Trip.

4.7. Reward Trips are typically 4-day/3-night trips for two adults based on accommodation in a standard hotel room with double occupancy. IYOVIA GO reserves the right to vary the duration and type of accommodation according to availability.

5. Cancellation:

5.1. IYOVIA GO will use its best efforts to provide reasonable notice of cancellation of a Reward Trip. If IYOVIA GO cancels a Reward Trip, IYOVIA GO may offer an alternative Reward Trip of equivalent standard and value but is not responsible for any additional costs incurred by the Member due to the cancellation.

5.2. If the Member cancels their Reward Trip, IYOVIA GO is not obligated to provide an alternative Reward Trip.

5.3. Members are advised to consider travel insurance to cover any additional costs that may be incurred.

5.4. There is no cash alternative to a Reward Trip.

6. Limitation of Liability:

NEITHER THE COMPANY, NOR ITS AFFILIATES, PARTNERS, AGENTS, OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, TRAVEL CANCELLATION, ACCIDENT, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF OR DAMAGE TO REVENUE, PROFITS, SAVINGS, GOODWILL, OR DATA) (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO (I) THESE TERMS AND CONDITIONS; (II) THE PROGRAM; (III) ANY FAILURE, DELAY, OR DECISION BY US IN ADMINISTERING THE PROGRAM; (IV) ANY UNAUTHORIZED USE OF YOUR MEMBER ACCOUNT OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT, OR CLAIM ABOUT THE PROGRAM; OR (VI) THE REDEMPTION OR BOOKING OR USE OF ANY AWARD. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY OR ITS AFFILIATES OR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

7. No Warranty:

THE PROGRAM IS PROVIDED "AS-IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM.

8. The Program May Be Suspended, Changed, or Terminated:

8.1. IYOVIA GO reserves the right, at its sole discretion, to suspend, change, or terminate the Program, in whole or in part; to modify, limit, or suspend the booking of Reward Trips in any respect; or to modify or change award procedures or to modify or change the location, accommodations, or dates of any Reward Trip.

8.2. The Program will start on June 1, 2022.

8.3. Members should not rely upon the continued availability of the Program, or any earning or redemption of Awards, or other offers made in connection with the Program.

9. Force Majeure:

In the event IYOVIA GO is unable to perform its obligations under these Reward Trip Program Terms and Conditions because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, IYOVIA GO shall not be liable for damages to the Member for any damages resulting from such failure to perform or otherwise from such causes.

10. General:

10.1. The Company's failure to enforce a particular term or requirement does not constitute a waiver of that term or requirement by the Company.

10.2. The Company will resolve all questions or disputes regarding eligibility for the Program at its sole discretion.

10.3. From time to time, the Company may offer special benefits to those Members who achieve certain milestones within the Program, such special benefits determined and provided at the sole discretion of the Company.

10.4. The determination of tax liability arising out of the award of a Reward Trip shall be the sole responsibility of the Member. Members should consult their tax advisor with any questions.

11. 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 REWARD TRIP PROGRAM TERMS AND CONDITIONS MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THESE REWARD TRIP PROGRAM TERMS AND CONDITIONS OR THE RIGHTS OF THE PARTIES UNDER THESE REWARD TRIP PROGRAM 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. If 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 the Reward Trip Program 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.

12. Governing Law

These Reward Trip 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.

If you have any questions regarding the Reward Trip Program, contact support@iyovia.com