



# IDLife VIP Customer Program

## Terms & Conditions

**Effective date: July 1, 2026**

### 1. Program Overview

By enrolling, clicking acceptance, renewing, maintaining VIP status, using VIP benefits, or placing an order as a VIP Customer, you agree to these IDLife VIP Customer Program Terms & Conditions and the IDLife VIP Customer Program Agreement, together the "Agreement." The Agreement is between IDLife, LLC ("IDLife") and the individual VIP Customer.

The VIP Customer Program is a paid customer program that gives eligible customers access to IDLife customer pricing and other benefits that IDLife may choose to make available. The VIP Customer Program is not a business opportunity. A VIP Customer may not sell or resell Products, make income claims, make unauthorized product or health claims, sponsor or enroll Associates, or represent that the VIP Customer is an Associate, employee, agent, or legal representative of IDLife.

### 2. Definitions

For purposes of the Agreement:

- a. "Associate" means an individual who has accepted the then-current IDLife Associate Agreement and is authorized by IDLife to participate in the IDLife business opportunity, subject to the Associate Agreement, Policies & Procedures, Compensation Plan, and other applicable Associate terms.
- b. "Customer" means an individual who purchases IDLife Products for personal or household use and has not been accepted by IDLife as an Associate.
- c. "Enroller" means the Associate or other IDLife-approved person of record who introduced or enrolled a Customer, as reflected in IDLife systems. The Enroller relationship is used for customer support, program administration, and Compensation Plan administration, but it does not give the VIP Customer any compensation right.
- d. "IDRewards" and "Reward Credits" mean discretionary promotional credits, account credits, coupons, birthday credits, goodwill credits, or similar credits that IDLife may choose to issue from time to time under offer-specific terms. They are not cash, stored value, wages, commissions, rebates owed as a matter of right, or standard VIP benefits.
- e. "Product Subscription" means a recurring Product order authorized by a Customer at checkout or through the Customer account under which IDLife charges the

Customer's payment method and ships Products at the selected frequency until modified, canceled, declined, suspended, or terminated.

- f. "Products" means IDLife products offered for sale by IDLife, excluding items designated as non-discountable, non-returnable, service-only, digital, promotional, discontinued, final sale, or otherwise excluded by IDLife.
- g. "Qualifying VIP Spend" means the eligible Product purchase price actually paid by a VIP Customer, after discounts and before taxes, shipping, handling, membership fees, service fees, gift cards, Reward Credits, and other non-Product amounts. Returns, cancellations, chargebacks, declined payments, suspected abuse, and non-eligible items may be excluded or reversed.
- h. "VIP Customer" means a Customer who enrolls in the VIP Customer Program, pays the applicable annual VIP fee, accepts the Agreement, and remains active and in good standing.

### 3. Eligibility and Enrollment

To become a VIP Customer, an applicant must:

- complete the online enrollment process or other IDLife-approved enrollment process;
- review and accept the Agreement;
- be at least the age of majority in the applicant's jurisdiction of residence and have legal capacity to enter into the Agreement;
- provide accurate and complete contact, shipping, billing, and payment information;
- pay the then-current annual VIP fee plus applicable taxes; and
- reside in the United States, a U.S. territory, or another country or market that IDLife has officially opened for the VIP Customer Program.

IDLife may accept, reject, suspend, or terminate any VIP Customer enrollment or renewal in its discretion, subject to applicable law. A VIP Customer is responsible for maintaining account security and for all activity occurring through the VIP Customer account.

### 4. Membership Term, Annual Fee, Renewal, and Cancellation

VIP status is valid for twelve (12) months from enrollment or renewal unless canceled or terminated earlier under the Agreement. The current annual VIP fee is \$19.95 plus



applicable taxes, subject to prospective change by IDLife. No Product purchase is required to maintain VIP status, but Product purchases are required to receive any Product discount.

By enrolling in or renewing the VIP Customer Program and providing a payment method, the VIP Customer authorizes IDLife to charge the annual VIP fee and applicable taxes to the payment method on file on or about the VIP Customer's renewal date unless the VIP Customer cancels before the renewal charge is processed. Product Subscriptions, if any, are separate recurring authorizations and are governed by Section 6 and any checkout disclosures.

A VIP Customer may cancel future VIP renewal at any time through available account tools or by contacting IDLife Customer Advocates through IDLife's published customer-service channels. Cancellation stops future VIP renewal charges; it does not automatically cancel Product orders already submitted, Product Subscriptions unless separately canceled, payment obligations already incurred, return obligations, dispute provisions, or provisions that survive termination.

VIP fees are not prorated and are non-refundable except as required by law or as expressly stated by IDLife. If a VIP Customer is charged a renewal fee, has not made a Product purchase after that renewal, and requests cancellation within thirty (30) days after the renewal charge, IDLife may refund the renewal fee upon request.

If a renewal payment is declined, charged back, not authorized, or not completed by the renewal date, IDLife may suspend or terminate VIP status and related discounts. A former VIP Customer who wants to rejoin must enroll again under the then-current Terms and pay the then-current annual VIP fee. Prior qualification levels, discounts, credits, account history, or promotional eligibility are not reinstated unless IDLife expressly approves reinstatement in writing.

## 5. VIP Discounts and Benefits

**5.1 Base VIP Discount.** Active VIP Customers receive fifteen percent (15%) savings on eligible Product orders, subject to Product eligibility, exclusions, checkout terms, promotions, applicable law, and IDLife's then-current program rules.

**5.2 Earned 20% VIP Discount.** Unless IDLife publishes different written program terms, an active VIP Customer may earn twenty percent (20%) savings on eligible future Product orders by accumulating at least \$350 in Qualifying VIP Spend within a rolling sixty (60)-day period and otherwise satisfying IDLife's then-current VIP program rules. IDLife may determine eligible spend, timing, qualification, disqualification, and reversals in its discretion, subject to applicable law. Returns, cancellations, chargebacks,

suspected abuse, and non-eligible purchases may reduce or reverse qualification.

**5.3 No Subscription Discount.** Placing or maintaining a Product Subscription does not increase the VIP discount, create a separate Product discount, or create any automatic Reward Credit, shipping benefit, free Product, gift, or other benefit.

**5.4 No Stacking.** Unless IDLife expressly states otherwise in offer-specific written terms, VIP discounts do not stack with other discounts, coupons, Associate pricing, corporate pricing, event pricing, promotional pricing, Reward Credits, or special offers. IDLife may exclude Products, bundles, limited-time offers, final-sale items, service items, digital items, or other items from VIP discounts.

**5.5 No Automatic Benefits.** Other than the applicable VIP Product discount and any rights expressly stated at checkout for a particular purchase, VIP status does not automatically entitle a VIP Customer to any free Product, free gift, second-purchase gift, sample, Reward Credit, birthday benefit, referral credit, shipping promotion, Product Subscription benefit, event benefit, or other benefit. IDLife may run limited promotions from time to time, but those promotions exist only if IDLife expressly publishes them and only under the written offer terms IDLife provides.

**5.6 Benefit Changes.** VIP discounts and benefits are program benefits and may be changed, paused, limited, substituted, or discontinued prospectively by IDLife. Benefits are available only while the VIP Customer is active, paid, and in good standing.

## 6. Product Subscriptions

Product Subscriptions are optional convenience features. A VIP Customer may order Products with or without a Product Subscription unless a Product or limited promotion expressly states otherwise in written checkout terms. Product Subscriptions are separate from VIP status and are not required to become or remain a VIP Customer.

By creating a Product Subscription, the Customer authorizes IDLife to charge the selected payment method for recurring Product orders at the frequency, price, shipping charges, taxes, and other terms disclosed at checkout or in the account. Product availability, prices, taxes, shipping charges, formulas, pack sizes, and other terms may change prospectively. IDLife may decline, cancel, hold, delay, or modify Product Subscription orders as permitted by law and IDLife policies.

A Product Subscription may be modified or canceled for future orders through available account tools or by contacting IDLife Customer Advocates. To avoid the next scheduled charge or shipment, the change or cancellation must be completed before the order is submitted for



fulfillment. Once an order is submitted, it may be transmitted immediately for fulfillment and may not be changed or canceled.

Maintaining a Product Subscription does not create any additional discount or other automatic benefit. Any IDRewards, Reward Credits, Product samples, shipping offers, birthday credits, or other promotional benefits associated with a Product Subscription, if any, are discretionary and apply only if IDLife separately publishes written offer terms for that limited promotion.

### **7. Discretionary IDRewards and Reward Credits**

IDRewards and Reward Credits are discretionary promotional tools only. IDLife may, but is not required to, issue IDRewards, Reward Credits, promotional coupons, birthday credits, goodwill credits, customer-service credits, or similar credits for limited promotions or one-off situations that IDLife decides from time to time. No VIP Customer has a contractual right to receive IDRewards or Reward Credits based solely on VIP status, Product purchases, Product Subscriptions, referrals, birthdays, anniversaries, order frequency, order volume, or any other account activity unless IDLife expressly states otherwise in written offer-specific terms.

Unless IDLife states otherwise in written offer-specific terms, IDRewards and Reward Credits are not cash, do not have cash value, are not transferable, are not refundable, are not commissionable, may not be sold or assigned, may not be applied to past purchases, may be limited to eligible Products or order types, may expire, and may be modified, suspended, reversed, or discontinued by IDLife at any time. They may not be redeemed for cash except where required by law.

IDLife may reverse or adjust IDRewards or Reward Credits if an order is returned, canceled, refunded, charged back, declined, obtained through fraud or abuse, or otherwise fails to satisfy the applicable promotional terms. If offer-specific terms conflict with this section, the offer-specific terms control for that offer only.

### **8. No Referral Compensation or Reward Entitlement**

VIP Customers do not receive commissions, referral compensation, referral credits, Reward Credits, discounts, Product credits, cash, or other consideration for referring Customers or Associates unless IDLife separately launches a written, limited-time promotion that expressly provides otherwise. Any such promotion is discretionary, temporary, subject to its written terms, and may be modified or terminated by IDLife at any time, subject to applicable law.

A referral link, customer support link, Enroller relationship, checkout attribution, replicated website path, coupon code, or similar tracking mechanism does not create any

compensation right for a VIP Customer. A VIP Customer may not advertise, spam, scrape, post misleading offers, use IDLife trademarks in paid search or domain names, post unauthorized codes on coupon or deal sites, or represent that IDLife offers customer referral rewards unless IDLife has published an active written promotion authorizing the statement.

### **9. Enroller of Record and Account Changes**

When a VIP Customer enrolls through an Associate or other IDLife-approved referral path, that person may be recorded as the VIP Customer's Enroller. The Enroller of record may receive customer support information, account attribution, and Compensation Plan treatment as determined by IDLife. The Enroller relationship does not make the VIP Customer an Associate and does not give the VIP Customer a right to commissions, bonuses, rank credit, organization position, or other Associate compensation.

Customers do not occupy positions in the IDLife Sponsor Tree, Enroller Tree, genealogy, downline, or any other sales organization structure. Customer purchases may be treated by IDLife as customer sales, volume, or other metrics for purposes of IDLife's Compensation Plan, but those determinations are between IDLife and the applicable Associate and do not create rights in favor of the VIP Customer.

Enroller changes are not automatic and may be denied, delayed, conditioned, or limited by IDLife. IDLife may require a new enrollment or may adjust, suspend, or remove benefits, credits, attribution, or account history in connection with account corrections, suspected abuse, duplicate accounts, household accounts, payment issues, fraud, or other business reasons.

### **10. Purchasing, Order Processing, Shipping, and Taxes**

VIP Customers may purchase Products through available IDLife channels, including the IDLife website, a replicated Associate website, the IDLife mobile application, IDLife Customer Advocates, or IDLife's corporate office if available. IDLife may require account login, identity verification, payment authorization, address verification, fraud screening, or other reasonable purchase controls.

Once an order is submitted, it may be transmitted immediately for fulfillment and may not be changed or canceled. IDLife may decline, limit, hold, split, delay, or cancel orders because of payment failure, suspected fraud or abuse, Product availability, legal restrictions, shipping restrictions, address issues, compliance issues, inventory issues, or other business reasons.

A VIP Customer must notify IDLife of shipping discrepancies, missing items, incorrect items, damage, or delivery problems within thirty (30) days after shipment.



Failure to notify IDLife within that period may waive the right to correction. Rerouting, address corrections, reshipments, refused shipments, undeliverable shipments, and carrier-related charges may be at the VIP Customer's expense unless IDLife determines otherwise.

IDLife charges applicable sales, use, excise, value-added, goods and services, or similar taxes based on Product type, shipping destination, tax laws, and transaction data. Tax charges may vary by Product, order, destination, date, and applicable law. IDLife remits collected taxes as required by law.

### **11. Returns, Exchanges, Refunds, and Credit Adjustments**

If a VIP Customer is not completely satisfied with a Product purchased directly from IDLife, the VIP Customer may contact IDLife Customer Advocates and request a refund or exchange within thirty (30) days from the date of purchase by returning the unused portion of the Product to IDLife, subject to this section and any Product-specific return terms.

To qualify for a refund or exchange:

- the returned Product must be accompanied by a Returned Merchandise Authorization ("RMA") number issued by IDLife Customer Advocates;
- the returned Product must appear in the VIP Customer's order history;
- the returned Product must have been purchased directly from IDLife within thirty (30) days before the return request; and
- the Product must not be designated at the time of sale as non-returnable, final sale, discontinued, seasonal, custom, digital, service-only, or otherwise excluded.

Refunds are generally made to the original form of payment. Exchanges will be for Products of equal or lesser value than the Product price actually paid. Shipping charges are non-refundable unless required by law or approved by IDLife. Products returned to IDLife become IDLife property regardless of whether the return qualifies for a refund or exchange.

Any discount, IDRewards, Reward Credit, promotional credit, qualification volume, 20% discount qualification, Associate compensation impact, or other monetary or program benefit connected to a returned, canceled, refunded, declined, or charged-back order may be reversed, reduced, or adjusted by IDLife. Products purchased from non-IDLife websites, unauthorized sellers, marketplaces, or directly from an Associate rather than IDLife are not eligible for refund or exchange through IDLife.

### **12. No Resale; Personal and Household Use Only**

VIP Customers may purchase Products only for personal or household use. VIP Customers may not resell, market, distribute, broker, export for resale, repackage, relabel, list, or otherwise transfer Products for commercial purposes. VIP Customers may not list Products on Amazon, eBay, Walmart Marketplace, Facebook Marketplace, TikTok Shop, coupon sites, auction sites, classified platforms, unauthorized websites, retail stores, or any other resale channel.

IDLife may review purchasing patterns, order quantities, shipping addresses, payment methods, online listings, account activity, and other information to determine whether a VIP Customer is engaging in resale, diversion, fraud, abuse, or other prohibited activity. Violation of this section may result in order cancellation, account hold, loss of VIP status, loss of discounts, refusal of future orders, and other remedies available to IDLife.

### **13. Becoming an IDLife Associate**

A VIP Customer who wants to sell Products, sponsor or enroll others, participate in the IDLife business opportunity, or earn compensation under the IDLife Compensation Plan must apply and be accepted as an IDLife Associate under IDLife's then-current Associate enrollment process, Associate Agreement, Policies & Procedures, Compensation Plan, and other applicable Associate terms. A VIP Customer is not authorized to act as an Associate unless and until IDLife accepts the Associate enrollment.

Upon acceptance as an Associate, the individual's VIP Customer status may be converted, terminated, or otherwise adjusted in IDLife systems as determined by IDLife. Purchases made while in VIP Customer status do not create retroactive Associate rights and may not count toward Associate eligibility, qualifications, bonuses, incentives, rank advancement, or compensation except to the extent expressly allowed by the then-current Compensation Plan or approved by IDLife in writing.

### **14. Customer Conduct, Claims, and Product Use**

A VIP Customer must use IDLife Products responsibly, according to Product labels, instructions, warnings, and applicable law. IDLife Products are not intended to diagnose, treat, cure, or prevent any disease unless expressly stated in legally authorized Product labeling. A VIP Customer should consult a qualified healthcare professional before using Products if pregnant, nursing, under medical care, taking medication, managing a medical condition, or otherwise advised to seek medical guidance.

A VIP Customer may not make unauthorized Product claims, health claims, disease claims, income claims, opportunity claims, price claims, discount claims, benefit claims, or



statements about IDLife that are false, misleading, unsubstantiated, or inconsistent with IDLife-approved materials. A VIP Customer may not represent that VIP status includes subscription discounts, automatic rewards, automatic referral credits, free gifts, second-purchase gifts, Product samples, shipping benefits, or other benefits not expressly approved by IDLife in written current materials.

A VIP Customer may not use IDLife trademarks, trade names, logos, copyrighted materials, Product images, marketing materials, websites, social media assets, or other intellectual property except as expressly permitted by IDLife. Unauthorized use may result in termination and legal action.

#### **15. Reporting Adverse Reactions and Customer Complaints**

If a VIP Customer experiences or becomes aware of an adverse reaction, Product quality issue, shipping issue, customer complaint, or other concern related to an IDLife Product or the VIP Customer Program, the VIP Customer should contact IDLife Customer Advocates as soon as possible and provide available details, including Product name, lot number if available, order number, date of use, symptoms or complaint details, and contact information.

#### **16. Notices, Electronic Communications, Privacy, and Account Holds**

IDLife may provide notices by email, account message, text message where permitted, regular mail, posting on the IDLife website, or other lawful method. Notices sent to the email address, phone number, mailing address, or account information of record are deemed given when sent, posted, or otherwise made available. A VIP Customer consents to electronic communications, electronic acceptance, and electronic records to the fullest extent permitted by law.

A VIP Customer must maintain accurate contact information. IDLife is not responsible for missed notices caused by outdated, inaccurate, blocked, filtered, or inaccessible contact information. Account holds, order holds, fraud holds, compliance holds, and other protective actions may be effective immediately, with or without advance notice, if IDLife determines that immediate action is appropriate to protect customers, IDLife, Associates, payment systems, inventory, brand integrity, legal compliance, or business operations.

IDLife may collect, use, share, and process VIP Customer information as described in IDLife's privacy policies and notices. VIP Customers consent to IDLife providing reasonable contact, order, and account information to the Customer's Enroller or other support personnel for customer service, program administration, account support, compliance, and Compensation Plan administration.

#### **17. Name, Image, Likeness, Testimonial, and Content License**

During the period in which the individual is an active VIP Customer, and as material consideration for VIP pricing, customer benefits, and access to the VIP Customer Program, the VIP Customer grants IDLife and its parents, subsidiaries, affiliates, licensees, vendors, service providers, successors, and assigns a non-exclusive, worldwide, royalty-free, fully paid, sublicensable license to use, reproduce, publish, display, distribute, edit for length, edit for format, create derivative works from, and otherwise exploit the VIP Customer's name, nickname, image, likeness, photograph, video, voice, signature, social media handle, biographical information, testimonial, review, statements, and content, together the "NIL Rights," in any media now known or later developed for advertising, marketing, public relations, training, social media, event promotion, website, ecommerce, internal, archival, and other business purposes relating to IDLife, its Products, services, customer programs, business opportunity, or related events.

The VIP Customer acknowledges that the VIP Product discount and access to VIP customer benefits are good and valuable consideration for this NIL Rights license. To the fullest extent permitted by law, the VIP Customer waives any right to inspect or approve any materials, any claim to royalties or additional compensation, and any claim based on permitted use of the NIL Rights during active VIP status.

The VIP Customer represents that any testimonial, review, statement, photograph, video, social media post, tag, or other content provided to or made available to IDLife is truthful, reflects the VIP Customer's honest experience, does not include unauthorized third-party rights, and will not be false, misleading, deceptive, defamatory, unlawful, or inconsistent with IDLife-approved materials. When publicly endorsing IDLife or its Products, the VIP Customer must clearly disclose any material connection to IDLife, including VIP status, discounts, Reward Credits, free Products if any are separately provided, or other benefits received from IDLife.

After VIP status terminates, the former VIP Customer may request that IDLife stop prospective new uses of the former VIP Customer's NIL Rights by contacting IDLife Customer Advocates through IDLife's published customer-service channels. IDLife will use commercially reasonable efforts to process a prospective non-use request within a reasonable time. A non-use request does not affect uses made while the person was an active VIP Customer, materials already printed, published, distributed, produced, in production, cached, archived, reposted, shared by third parties, or reasonably retained for legal, compliance, archival, customer-service, or business-record purposes.



A VIP Customer may not remain active in the VIP Customer Program and opt out of the NIL Rights license. The NIL Rights license is a condition of active VIP status and receipt of VIP pricing and customer benefits.

### **18. Amendments, Program Changes, Suspension, and Termination**

IDLife may amend the Agreement, VIP Customer Program, discounts, benefit rules, Product eligibility, Product Subscription terms, IDRewards, Reward Credits, promotional terms, account rules, and related policies prospectively in its discretion, subject to applicable law. IDLife will post updated Terms on the IDLife website and may communicate material changes by email, account message, website notice, checkout notice, or other reasonable method. Unless IDLife states otherwise or applicable law requires a different period, amendments become effective fourteen (14) days after posting or notice.

Continued VIP status, continued use of VIP benefits, Product purchases, Product Subscription activity, or failure to cancel after the effective date constitutes acceptance of the amended Agreement. If a VIP Customer does not agree to an amendment, the VIP Customer must cancel before the amendment becomes effective and stop using VIP benefits.

IDLife may suspend, restrict, or terminate a VIP Customer account, VIP status, Product Subscription, IDRewards, Reward Credits, promotional eligibility, discount eligibility, or order privileges at any time if IDLife determines that the VIP Customer violated the Agreement, engaged in fraud or abuse, created legal or business risk, resold Products, made unauthorized claims, misused IDLife intellectual property, provided inaccurate information, initiated improper chargebacks, failed payment verification, or engaged in conduct IDLife determines is harmful to customers, Associates, IDLife, or the IDLife brand.

Termination of VIP status does not automatically terminate obligations that accrued before termination, including payment obligations, return obligations, indemnity obligations, credit reversals, dispute resolution obligations, confidentiality obligations, intellectual-property obligations, and other provisions intended to survive termination.

### **19. Assignment**

A VIP Customer may not assign, transfer, sell, delegate, or sublicense the Agreement, VIP status, account, discounts, benefits, IDRewards, Reward Credits, Product Subscriptions, or account access without IDLife's prior written approval. Any attempted assignment in violation of this section is void. IDLife may assign, transfer, delegate, or subcontract the Agreement or any rights or obligations under the Agreement at any time, with or without notice, subject to applicable law.

### **20. Disclaimer of Program Warranties and Limitation of Liability**

The VIP Customer Program, discounts, IDRewards, Reward Credits, account tools, websites, applications, Product Subscription tools, and related services are provided on an "as is" and "as available" basis, subject to applicable law. IDLife does not guarantee uninterrupted availability, error-free account tools, continued Product availability, continued pricing, continued benefits, particular savings, particular promotions, or compatibility with any device, browser, application, or platform.

To the maximum extent permitted by law, IDLife and its parents, subsidiaries, affiliates, officers, directors, members, managers, employees, agents, successors, and assigns will not be liable for indirect, incidental, consequential, special, exemplary, punitive, lost profit, lost revenue, lost goodwill, lost data, business interruption, or similar damages arising out of or relating to the Agreement, VIP status, Product Subscriptions, discounts, IDRewards, Reward Credits, account access, order delays, Product unavailability, or related services, even if advised of the possibility of such damages.

Nothing in the Agreement limits liability that cannot lawfully be limited, including liability for personal injury caused by gross negligence, willful misconduct, fraud, or any other liability that applicable law does not permit to be disclaimed or limited.

### **21. Indemnification**

A VIP Customer agrees to indemnify, defend, and hold harmless IDLife and its parents, subsidiaries, affiliates, officers, directors, members, managers, employees, agents, successors, and assigns from and against losses, liabilities, claims, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the VIP Customer's breach of the Agreement, misuse of Products, resale or diversion of Products, unauthorized claims, unauthorized use of IDLife intellectual property, violation of law, misuse of referral or promotional materials, chargeback abuse, infringement or misappropriation of third-party rights, or content, testimonials, reviews, or NIL Rights made available to IDLife by the VIP Customer.

### **22. Governing Law, Arbitration, Class Waiver, and Dispute Procedures**

**22.1 Governing Law.** The Agreement and all claims arising out of or relating to the Agreement, VIP status, Product Subscriptions, IDRewards, Reward Credits, purchases, returns, NIL Rights, or the relationship between the VIP Customer and IDLife are governed by the laws of the State of Texas, without regard to conflicts-of-law rules, except



that the Federal Arbitration Act governs the interpretation and enforcement of the arbitration agreement in this Section 22.

**22.2 Informal Dispute Resolution.** Before filing arbitration or a lawsuit, the party asserting a dispute must send written notice describing the claim, requested relief, and supporting information. The parties will attempt in good faith to resolve the dispute informally for thirty (30) days after notice is received. This informal process does not prevent either party from seeking urgent injunctive or equitable relief where legally available.

**22.3 Agreement to Arbitrate.** Except for claims that may be brought in small claims court and claims for temporary, preliminary, or permanent injunctive or equitable relief to protect intellectual property, confidential information, brand integrity, product diversion, resale restrictions, account security, payment systems, or other urgent business interests, any dispute, claim, or controversy arising out of or relating to the Agreement or the relationship between the VIP Customer and IDLife must be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA"). If the AAA Consumer Arbitration Rules apply, those rules govern. If the AAA determines that another AAA rule set applies, that rule set governs to the extent consistent with this Agreement and applicable law.

**22.4 Arbitration Location and Fees.** Arbitration may be conducted by documents, telephone, videoconference, or other remote means unless the arbitrator determines an in-person hearing is required. If an in-person hearing is required, the hearing will occur in Collin County, Texas, unless the applicable AAA rules or applicable law require a different location. Arbitration fees and arbitrator compensation will be allocated under the applicable AAA rules and applicable law. If the AAA will not administer the arbitration, the parties will ask a court of competent jurisdiction to appoint a neutral arbitrator to conduct the arbitration under procedures materially consistent with this Section 22.

**22.5 Class and Representative Action Waiver.** The VIP Customer and IDLife agree that each may bring claims against the other only in an individual capacity and not as a plaintiff, claimant, class member, private attorney general, or representative in any class action, class arbitration, collective action, representative action, consolidated action, or similar proceeding. The arbitrator may not consolidate

claims of different customers or preside over any class, collective, consolidated, private attorney general, or representative proceeding unless IDLife expressly agrees in writing after the dispute arises.

**22.6 Court Relief For IDLife Protections.** Nothing in the Agreement prevents IDLife from seeking temporary, preliminary, or permanent injunctive relief, writs of attachment, pre-suit discovery, or other equitable relief in any court with jurisdiction to protect IDLife's confidential information, intellectual property, trademarks, copyrights, NIL Rights license, brand integrity, Product channels, inventory, payment systems, account systems, customer relationships, Associate relationships, or other business interests. The VIP Customer agrees that breach of the Agreement may cause irreparable harm for which money damages may be inadequate.

**22.7 Severability of Dispute Terms.** If any portion of this Section 22 is found invalid or unenforceable, that portion will be severed or reformed to the maximum extent permitted by law while preserving the parties' intent to arbitrate disputes individually and to prohibit class, collective, consolidated, private attorney general, and representative proceedings to the maximum extent permitted by law.

### **23. Integrated Agreement, Severability, Waiver, and Survival**

The Agreement is the entire agreement between IDLife and the VIP Customer concerning VIP status and supersedes prior oral or written understandings concerning the VIP Customer Program, except for transaction-specific checkout disclosures, Product Subscription disclosures, privacy policies, return policies, Product-specific terms, offer-specific promotion terms, and other IDLife policies incorporated by reference or expressly applicable to a transaction.

If any provision of the Agreement is held invalid, unlawful, or unenforceable, the provision will be enforced to the maximum extent lawful or reformed to effectuate its original intent, and the remaining provisions will remain in full force. IDLife's failure to enforce a provision is not a waiver of that provision. Provisions that by their nature should survive termination will survive, including provisions concerning payments, returns, resale restrictions, intellectual property, NIL Rights, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, severability, and integrated agreement.

### **Electronic Acceptance**

**By clicking "I agree," enrolling, renewing, maintaining VIP status, using VIP benefits, or placing orders as a VIP Customer, the VIP Customer acknowledges that the VIP Customer has read, understands, and agrees to the Agreement.**

