



VIP Customer Program

Terms & Conditions

1. Overview

By agreeing to the IDLife VIP Customer Program Agreement (“IVCPA”) and becoming a member of the VIP Customer Program with IDLife, LLC (“IDLife”), and enjoying all the advantages, benefits and perks associated with VIP membership such as a fifteen percent (15%) discount on IDLife consumable Products (“Products”), twenty percent (20%) discount on all IDLife products by placing a single Product on subscription, access to exclusive offers, loyalty point rewards, birthday gifts, and so much more, VIP Customer agree to the terms and conditions set forth herein in connection with VIP Customer membership. The VIP Customer is not an IDLife Associate (“Associate”), and is not permitted to sell or resell Products.

2. Amendments & Severability

IDLife may amend the VIP Customer Program Terms & Conditions periodically (“Terms & Conditions”) at its sole discretion. The IVCPA and Terms & Conditions are collectively referred to hereafter as the “Agreement.” The most updated Terms & Conditions are available on the IDLife website and are applicable to all Preferred Customers. Any amendments to the Terms & Conditions shall apply prospectively (not retroactively), shall be communicated directly to the VIP Customer via email, and shall be effective fourteen (14) days after being posted online by IDLife.

By executing the IVCPA, VIP Customer agrees to abide by all amendments or modifications to the Agreement. The continuation of purchases by VIP Customer from IDLife following the effective date of the amended Terms & Conditions or IVCPA shall constitute acceptance of all amendments or modifications to the Agreement. Any provision, or part thereof, of the Agreement that is judicially invalidated or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of such invalidation or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision, or part thereof, of the Agreement is severable and will not invalidate or render unenforceable any other provision of the Agreement, nor will such provision, or any part thereof, of the Agreement be invalidated or rendered unenforceable in any other jurisdiction. In the event any provision, or part thereof, of the Agreement is

deemed invalid or unenforceable in any particular proceeding, such provision, or part thereof shall be reformed to effectuate its original intent and purpose to the fullest extent possible.

3. Assignment

A VIP Customer may not assign, transfer or sell this Agreement to anyone else. IDLife reserves the right to assign this Agreement at any time, for any reason, without advanced notice.

4. Becoming a VIP Customer

To become a VIP Customer, each applicant must (a) complete the online enrollment process, (b) read, agree to and accept these Terms & Conditions, (c) be of majority age for whatever jurisdiction in which they reside and have the capacity to be legally bound by this Agreement, (d) pay the annual \$19.95 membership fee plus sales tax, if applicable, and (e) reside in the United States, a U.S. Territory, or any country that IDLife has officially announced is open for business. IDLife reserves the right to deny or terminate any VIP Customer application.

5. Enroller Changes

When you enroll in the VIP Customer Program through an Associate, that Associate will be deemed your VIP Customer Enroller as long as they remain an Associate with IDLife. If you wish to change your Enroller, you will lose your current VIP Customer status and associated loyalty points, and will be required to re-enroll in the program as if you were a first time VIP Customer. Please contact the IDLife Customer Advocates for assistance.

6. VIP Customer Discount

As a VIP Customer, you receive a discount on Products and may, periodically, receive additional loyalty-related benefits. Once your VIP Customer account is established, you will gain access to a fifteen percent (15%) discount on Products. Your discount can increase to twenty percent (20%) based on you placing any Product on subscription. A VIP Customer’s discount remains intact on an annual basis based on the VIP Customer’s compliance with Section 4 above.



7. Purchasing Products Using Your VIP Customer Account

As a VIP Customer, you will select a username and password at the time of enrollment, which you will use as your login with IDLife. In order to place a Product order using your VIP Customer product discount, you may: (1) log into your VIP Customer account from the IDLife website or through your Enroller's IDLife website; (2) log into your VIP Customer account from the IDLife App; (3) contact IDLife's Customer Advocates; or (4) visit IDLife's Corporate Office. Once an order is entered, it cannot be changed. It is immediately transmitted to the warehouse to be filled and shipped.

Failure to notify IDLife of any shipping discrepancy or damage within thirty (30) days of shipment will cancel the VIP Customer's right to request a correction. If an order must be rerouted, it will be at the VIP Customer's expense. Please contact the IDLife Customer Advocate team to correct a shipping discrepancy. IDLife charges sales tax on the purchase price of the VIP Customer's Product order based on the shipping destination. Sales tax charges will vary by Product and by state. IDLife remits the sales tax to each state in which Products are shipped.

8. Renewing Your VIP Customer Membership

To remain a VIP Customer, you must renew your membership in the VIP Customer Program on an annual basis by paying the current renewal fee of \$19.95, subject to change, and agreeing to the current Terms & Conditions. IDLife reserves the right to accept or reject any renewal of any VIP Customer membership. The due date for the renewal fee will be the anniversary date of the VIP Customer's enrollment into the VIP Customer Program, unless they were an IDLife Associate before converting to a VIP Customer, in which case their anniversary date will remain the date they executed their Associate Agreement. There are no required purchases in order to maintain your VIP Customer membership.

9. Auto-Renewing VIP Membership Subscription

By choosing to enroll in the VIP Customer Program, VIP Customer is agreeing to a "Subscription" that allows them to have their renewal fees automatically charged to a valid credit card on file on the first day of their anniversary month, automatically renewing the membership for another year. A VIP Customer can cancel this membership at any time by contacting the IDLife Customer Advocate team. If a VIP Customer's account has not been renewed by the renewal date,

IDLife may, in its sole discretion, either: (1) cancel the membership; or (2) waive the renewal fee (without waiver of IDLife's right to collect or insist on payment of future renewal fees). If at any time the individual wishes to again become a VIP Customer after his or her membership has been cancelled for nonrenewal, the individual must sign up as a new VIP Customer and complete the enrollment process, agree to the current Terms & Conditions, and pay the current membership fee. Note that the discount level from a previous VIP Customer membership will not be reinstated for a new membership. Anyone charged a renewal of their VIP Customer Membership that has not made a purchase since the account renewed, and decides that they wish not to continue as an IDLife VIP Customer within thirty (30) days of the date charged, may be refunded the purchase price, upon request.

10. VIP Customer Referral Program

A. DEFINITIONS

- a. Referring VIP Customer means any VIP Customer that refers another VIP Customer or Customer to IDLife pursuant to this Agreement (the "Referring VIP Customer").
- b. Referred VIP Customer or Referred Customer means any customer identified by the Referring VIP Customer pursuant to these Terms and Conditions (the "Referred VIP Customer" or "Referred Customer").

B. RESPONSIBILITIES

Referring VIP Customer who refers the Referred VIP Customer or Referred Customer will receive a Loyalty Points Reward ("Reward") with an equivalent retail value of \$10 USD for a future Product order after the Referred VIP Customer joins and places their Product order or after the Referred Customer places a Product order. In order for the Referring VIP Customer to qualify for the Reward, the Referred VIP Customer must be a new VIP Customer, use the existing Referring VIP Customer's unique referral link, make a qualifying purchase, and pay the \$19.95 membership fee, or the Referred Customer must be a new Customer, use the existing Referring VIP Customer's unique referral link, and make a qualifying purchase.



C. GENERAL TERMS AND CONDITIONS

- a. Referring VIP Customer may not refer anyone who has an existing IDLife account under an alternate email address, name, alias or immediate family member associated with IDLife.
- b. In the event that the Referred VIP Customer or Referred Customer cancels his/her order, the Reward will be rescinded and may cause the Referring VIP Customer's IDLife Loyalty Rewards account to be negative.
- c. Rewards cannot be applied to previous purchases, and are not redeemable for cash.
- d. Rewards may only be applied to future purchases of IDLife Products.
- e. Rewards will be awarded to the Referring VIP Customer once the Referred VIP Customer or Referred Customer's order ships.
- f. Rewards will be awarded and available to the Referring VIP Customer for use on their next Product order.
- g. Referring VIP Customers may have an unlimited amount of Referred VIP Customers and Referred Customers.
- h. IDLife reserves the right to review and investigate all referral activities. Any abuse of this offer (including but not limited to, placing or promoting referral rewards on coupon sites or other websites created to take advantage of referral traffic generated from individuals searching for coupons or other discounts), as determined by us in our sole discretion, may result in the rescission of the Referring VIP Customer's Rewards as well as both parties' inability to participate in this or future promotions.
- i. This VIP Customer Referral Program is subject to modification or termination at any time without notice in IDLife's sole discretion.
- j. Rewards expire twelve (12) months after issuance, if not redeemed.

D. INDEMNIFICATION

Referring VIP Customer and Referred VIP Customer or Referred Customer agree, at their sole expense, to indemnify, defend and hold IDLife harmless from and against any and all losses, liabilities, claims, costs, fines, and damages of any type (including attorneys' fees) arising out of, or in any way related to, the Referring VIP Customer's breach of its obligations or any of the terms of these Terms and Conditions, and Referring VIP Customer's participation in the referral program.

11. VIP Customer Return or Exchange Policy

If a VIP Customer is not completely satisfied with Products they purchased, they may contact the IDLife Customer Advocates and request an exchange or refund within thirty (30) days from the date of purchase by returning the unused portion of the Product back to IDLife. The refund amount is based upon the price the VIP Customer paid at the time of sale and sales tax (if applicable); shipping costs are non-refundable. Product refunds are made in the same form of payment as the Product purchase. Product exchanges will be for a Product(s) of equal or lesser value of the price the VIP Customer paid at the time of sale. Any incentive, reward, loyalty points, or other form of monetary or non-monetary compensation associated with the purchase shall be forfeited with the return or refund.

To be entitled to a refund or exchange, the following requirements must be met: (1) The returned Product must be accompanied by a Returned Merchandise Authorization ("RMA") number provided by an IDLife Customer Advocate; (2) The returned Product must appear in the VIP Customer's order history; and (3) The returned Product must have been purchased within thirty (30) days preceding the date of the return. Returned Product that does not meet the criteria listed above shall not be eligible for a refund or exchange. In addition, all Product returned to IDLife shall be retained by IDLife, regardless of whether the return meets the criteria for receiving a refund or exchange.

12. Exclusions from Return or Exchange Policy

Only Products purchased directly from IDLife are eligible for a refund or exchange. Products purchased on any non-IDLife website or directly from an IDLife Associate are not eligible for a refund. ***IDLife DNA Kits and any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, may not be returned for a refund.***



13. Restriction of Reselling Products

VIP Customers may purchase Products for their own personal use and that of their family. However, VIP Customers may not resell Products to others in any way. Violation of this provision shall subject the VIP Customer account to immediate termination.

14. Loyalty Points

All purchasers of IDLife products made by VIP Customers in good standing with IDLife are eligible to earn 1% in Loyalty Points to be used as cash back towards future qualifying purchases of IDLife products. These Loyalty Points have no cash value, are non-commissionable and expire after six (6) months of inactivity.

15. IDRewards

IDRewards is an enhancement to the Loyalty Points program, found in Sec. 14 above, for active and in good standing VIP Customers that rewards subscription product purchases. After the initial purchase, which earns 1% in Loyalty Points like all other purchases, VIP Customers that placed their order on subscription are eligible to become IDRewards Members and begin to earn enhanced rewards based on the number of consecutive months they maintain their subscription with IDLife:

Tier 1: An additional 1% in Loyalty Points for their first subscription order in Month 2 (totaling 2%)

FREE GIFT: If the subscription total is more than \$60 in Month 2, the IDRewards Member will also earn a **FREE** Full-Size Product with their purchase. This free gift is only available to first time subscribers.

Tier 2: An additional 2% in Loyalty Points for Month 3 (totaling 3%)

Tier 3: An additional 3% in Loyalty Points for Month 4 (totaling 4%)

Tier 4: An additional 4% in Loyalty Points for Month 5 and beyond (totaling 5%)

IDRewards Members are allowed to skip one (1) month of consecutive subscription orders per twelve (12) calendar months and still maintain their Tier of IDRewards. Should an IDRewards Member receive a refund on any subscription order, any bonus Loyalty Points credited to their account will be deducted from their total; the refund would also be counted as a

skipped month for purposes of the member's Tier designation and qualification for IDRewards. If an IDRewards Member skips two (2) months within any given twelve (12) calendar month period, they will lose their status as an IDRewards Member and be required to requalify.

IDRewards are calculated by accumulating the subtotal of all subscription orders for qualifying products placed by an IDRewards Member in a calendar month. On the 1st day of the following month, IDLife will add the IDRewards to the eligible member's account which can be used as cash back on future IDLife product purchases.

IDRewards is a subscription rewards program, meaning that an IDRewards Member is free to change any of the products or flavors they have on subscription and maintain their Tier of IDRewards because the reward is directly tied to the length of time the member has maintained a subscription with IDLife, not how long a particular product or flavor has been on subscription. IDRewards are only earned on products purchased on subscription from IDLife.

16. Notices

Any notice provided by IDLife will be mailed and/or emailed to the VIP Customer's physical address and/or email of record with IDLife. Account holds are the exception to this notification process and will be effective immediately with or without notification in the event conduct of the VIP Customer account is deemed to be suspicious or deleterious activity to IDLife's business or reputation in the sole discretion of IDLife.

17. Cancellation of VIP Customer Account

VIP Customer may cancel their VIP Customer account at any time by contacting the IDLife Customer Advocates. If, at the sole discretion of IDLife, it is determined that a VIP Customer has violated any term of the IVCPA or these Terms & Conditions, IDLife reserves the right to cancel any VIP Customer membership at any time for any reason, or no reason at all, with or without notice.

18. Becoming an IDLife Associate

If a VIP Customer decides to become an IDLife Associate, they must submit a signed Associate Agreement, agree to the terms and conditions of the current IDLife Associates Policies & Procedures, Compensation Plan, and purchase an Associate Kit. Qualifying Volume purchased by a VIP Customer may not count toward eligibility for Associate



qualifications, incentives, or any other compensation available to Associates. VIP Customer designation will be removed as soon as the account is converted to an Associate account.

19. Use of VIP Customer's Name, Likeness & Image

VIP Customers consent to IDLife's use of their name, testimonial, and image or likeness in connection with advertising, promoting and publicizing the IDLife opportunity, Products or any IDLife-related event. VIP Customers also consent to IDLife providing their contact information to their designated VIP Customer Enroller.

20. Reporting Adverse Reactions or Customer Complaints

If a VIP Customer experiences, or becomes aware of, any adverse reaction to an IDLife Product or has a consumer complaint, they should contact the IDLife Customer Advocates as soon as possible.

21. Integrated Agreement

This Agreement sets forth the entire agreement between IDLife and the VIP Customer and supersedes any and all prior oral or written agreements or understandings between IDLife and the VIP Customer, including any representations by IDLife or its Associates not explicitly made in the Agreement or in official IDLife publications. The Agreement may not be altered or amended, except as provided in the Terms & Conditions, as amended from time to time, or by other written notice by IDLife.

Should any discrepancy exist between the terms of the Agreement and verbal representations made to any VIP Customer by any IDLife employee, the terms and requirements of the Agreement will prevail. Should any discrepancy exist between the terms contained in the VIP Customer online enrollment process and the VIP Customer Terms & Conditions, the Terms & Conditions will prevail.

22. Choice of Law, Venue and Forum for Disputes

The Agreement, its interpretation and enforcement, and all claims arising out of or relating to the Agreement, whether asserted in law or equity, contract-based, tort based, or otherwise, and including substantive claims or defenses, shall be governed by the laws of the State of Texas without regard to choice of law or conflicts of law principles, and shall be resolved, exclusively, by arbitration proceeding before a single arbitrator administered by, and in accordance

with, the American Arbitration Association ("AAA") and the then existing Commercial Arbitration Rules.

The arbitration shall occur in Collin County, Texas, to the exclusion of all other venues and forums, and VIP Customers hereby waive any and all objections to such venue, including personal jurisdiction and forum non conveniens. The institution of an action or proceeding by a VIP Customer against IDLife in another venue or forum in violation of this provision shall be a material breach of the Agreement causing IDLife irreparable harm, and VIP Customer agrees and stipulates that IDLife shall be entitled to temporary, preliminary, and permanent anti-suit injunctive relief to enforce this provision, along with any and all reasonable and necessary attorneys' fees to enforce this provision.

23. Arbitration Procedures

THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH U.S.C.A., TITLE 9, UNITED STATES ARBITRATION ACT (THE "FAA"), AND/UNLESS OTHERWISE CONFLICTING, WITH THE TEXAS ARBITRATION ACT ("TAA"), TEX. CIV. PRAC. & REM. CODE §171.001 ET SEQ. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR PART OF THIS PROVISION IS VOID OR VOIDABLE, OR WHETHER ANY PARTICULAR CLAIM OR CONTROVERSY IS ARBITRABLE.

THE ARBITRATOR HAS THE DISCRETIONARY AUTHORITY TO AWARD THE COSTS OF THE ARBITRATION, THE ARBITRATOR'S FEES, AND ANY REASONABLE AND NECESSARY LEGAL FEES INCURRED IN CONNECTION WITH A DISPUTE RESOLVED IN FAVOR OF THE PREVAILING PARTY. THE COSTS OF INITIATING THE ARBITRATION SHALL BE BORNE BY THE PARTY INITIATING ARBITRATION. THE COSTS OF BRINGING ANY COUNTERCLAIMS SHALL BE BORNE BY THE PARTY ALLEGING THE COUNTERCLAIMS. ALL REMAINING COSTS AND FEES SHALL BE SPLIT EQUALLY BETWEEN THE PARTIES UP THROUGH ISSUANCE OF A FINAL AWARD.

THE PARTIES FURTHER AGREE THAT NO ARBITRATOR HAS THE AUTHORITY TO: (1) AWARD RELIEF IN EXCESS OF WHAT THIS AGREEMENT PROVIDES; (2) AWARD



CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL, DIRECT DAMAGES; OR (3) ORDER CONSOLIDATION OR CLASS ARBITRATION, CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THIS REGARD THE PARTIES SPECIFICALLY AGREE THAT THEY MAY BRING DISPUTES AGAINST THE OTHER PARTY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, DISTRIBUTORS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING INCLUDING WITHOUT LIMITATION ANY CLASS ACTION OR CLASS ARBITRATION. AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIM WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS AND CONDITIONS, IVCPA OR THE AGREEMENT SHALL PREVENT IDLIFE FROM APPLYING TO AND OBTAINING FROM ANY COURT HAVING JURISDICTION A WRIT OF ATTACHMENT, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, RELIEF PURSUANT TO TEXAS RULE OF CIVIL PROCEDURE 202, OR OTHER RELIEF TO SAFEGUARD AND PROTECT IDLIFE'S INTERESTS AND RIGHTS, INCLUDING WITHOUT LIMITATION, RIGHTS WITH RESPECT TO CONFIDENTIAL INFORMATION, LOGOS, TRADEMARKS, AND COPYRIGHTED MATERIALS AT ANY TIME PRIOR TO, DURING, OR FOLLOWING THE FILING OF ANY ARBITRATION PROCEEDING.

THIS SECTION SHALL INURE TO THE BENEFIT OF IDLIFE AND ALL OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, ANY OF WHOM SHALL BE ENTITLED TO INVOKE OR SEEK ENFORCEMENT OF THESE PROVISIONS, AND SHALL COVER ALL CLAIMS ASSERTED AGAINST ANY OF THEM THAT ARISE OUT OF OR RELATE TO THE CONTRACT.

TO THE EXTENT THIS ARBITRATION PROVISION OR ANY PORTION THEREOF IS DETERMINED TO BE IN VIOLATION OF, OR UNENFORCEABLE TO ANY EXTENT UNDER, ANY STATE OR FEDERAL LAW, THE PARTIES AGREE THAT SUCH PROVISION OR PORTION IS SEVERABLE AND MAY BE REVISED TO BE CONSISTENT WITH APPLICABLE LAW, AND TO EFFECTUATE TO THE MAXIMUM EXTENT POSSIBLE THE ORIGINAL TERMS AND INTENT OF THIS PROVISION.

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