

# Return & Refund Policy

## Introduction

VYVO offers the following refund policy with the conditions below.

The VYVO offering consists of the following products and services:

1. Physical products that can be classified into:
  - a) Nutritional products (NutraPak a genuine, personalized and non-transferable supplement);
  - b) Electronic devices (BioSense Band, Extense, etc.);
  - c) Other products (for example the Helo Band Kit, etc.);
  - d) Voucher to activate products (voucher reporting a code used to activate or get a specific product/service)
2. Digital services are services that do not require delivery of a physical product. They can be classified into:
  - a) LifeLog (collection of biometrics data);
  - b) Artificial Intelligence Service (Oracle report);
  - c) DNA and Genetics reports (Health & Wellness report, Drug Sensitivity report).
3. Subscriptions are services used to buy some of the above products and services in a recurring nature. They can be classified into:
  - a. Light – mainly used to get LifeLog data
  - b. Loyalty – mainly used to get LifeLog data and the AI Service (Oracle Report)
  - c. Loyalty Pro – mainly used to get LifeLog data, the AI Service (Oracle Report ) and the NutraPak Supplements

## General terms

4. The company accepts refunds only on products that the user has personally purchased on the Company store and are in his/her possession at the moment of the refund request. The Company does not provide refunds for products or services purchased or forwarded from another distributor.
5. Product must be in a condition approved for resale and restock in order to be eligible for a refund. An item approved for resale must be in its original packaging with seals and wrapping in place.
6. Brand packaging and seals must be intact.

7. Products must be in their original condition; only unaltered packs and unopened, unsoiled, unused product will be eligible for a refund.
8. Users may return individual products (Partial Refund) that are purchased as part of a kit, bundle, or a package (partial refund). The benefits of the bundle (discounts or free products) are lost and the items retained are full price computed. Refund amounts are calculated according to the full price of the items retained.
9. The Company does not accept the refund request for the following cases that are managed as “Exchange-RMA”:
  - a. Defective products
  - b. Product is used/worn or altered
  - c. Physical damage to the box or to the product
  - d. If a sealed package of branded products is open
  - e. The packet was empty/some item or accessory was missing
10. All return shipping costs must be paid by the user and will not be refunded.
11. Refunds, wherever applicable, will be processed by reversing the mode of payment.
12. The Company may evaluate, at its sole discretion, whether to close a customer or member accounts.
13. Products purchased with Loyalty Points are eligible for a refund. According to refund policy, the request for refund must be made before the product has shipped. If the refund is accepted, the Loyalty Points will be restored, and the costs paid will be reimbursed.

### **Request timing and amount refundable**

The request timing and the max amount to be made refundable are different based on the different type of product categories.

14. The **Nutritional products** are highly personalized and prepared on the specific needs of the user. The preparation is driven by an Artificial Intelligence-based technology which determines the right formulation of the supplement for the user.

For that reason, the refund can be accepted only if the products have not been prepared yet and if the shipment of the product does not happen within 30 days from the preparation. In this case, the amount refundable is 95 percent of the total price (shipping costs included).

For products already shipped but not received by the user due to shipping company issues, the refund request can be made anytime (until the tracking code can be traced). In this case, the amount refundable is 95 percent of the total price (shipping costs excluded).

15. The refund of **electronic devices, other products, and voucher used to activate products** is subject to the following conditions:

- For products already shipped, the refund requests can be accepted if issued within 30 days from the shipment day. In this case, the amount refundable is 90 percent of the total price (shipping costs excluded).
  - For products not yet shipped due to company delay, the refund request can be raised anytime. In this case, the amount refundable is 95 percent of the total price (shipping costs included).
  - For products already shipped but not received by the user due to shipping company issues, the refund request can be raised anytime (until the tracking code can be traced). In this case, the amount refundable is 95 percent of the total price (shipping costs excluded).
  - For unshipped products for shipping address issues (user has provided an incorrect shipping address), the refund request can be raised anytime. If the request has done within 30 days from the purchasing order, the amount refundable will be 90 percent of the total price (shipping costs included). If the refund request has done after 30 days from the purchasing date, the amount refundable will be 50 percent of the total price (shipping costs included).
  - For physical products shipped and subsequently returned to the Company due to shipping address issues (the user refuses delivery, or the user provided an incorrect shipping address), the refund request can be made within 30 days from the purchasing order the amount refundable will be 50 percent of the total price (shipping costs excluded).
16. **DNA Genetic Reports** are digital products strongly related to the use of a physical product, the VYVO Collection Sample Kit, and the refund policy is impacted by the status of that Collection Sample Kit.
- The user can submit a request of refund within 30 days from the purchasing data and before the linked VYVO Collection Sample Kit has been received from the laboratory.
  - If the user purchases a new DNA Genetic Report linked to the same Collection Sample Kit already shipped, it will be possible to request the refund within 30 days from the purchase and before the Collection Sample Kit has been received from the laboratory.
17. **LifeLog** is a digital service, and the delivery takes place at the same time of the purchase. For that reason, the refund can be requested within 3 days from the purchase order.
18. The **AI Services** (Oracle report) are highly personalized and prepared on the specific needs of the user. The preparation is driven by an Artificial Intelligence-based technology which determines the right status and needs of the user.

For that reason, the refund can be accepted only if the products have not been prepared yet and if the report has not been published on the personal area of the user's Backoffice within 30 days. In this case, the amount refundable is 95 percent of the total price.

**IMPORTANT NOTE:**

*The delivery of the AI Service (Oracle Report) and NutraPak is strongly related to the amount of personal data users provide. If there are not appropriate quantity and quality of data, those services could not be delivered as expected. For that reason, it is the sole responsibility of the user to generate the data necessary to generate the Oracle report and to prepare the*

***customized NutraPak. In the event, the data are not sufficient; the refund of these products cannot be accepted.***

19. The subscriptions have to be considered as a bundle of services. For that reason, they follow the same refund rules of the products/services they contain allowing the request also for a partial refund.

In case the user requests the refund of a bundle of subscriptions (i.e., VYVO SUBSCRIPTION 5+1, VYVO SUBSCRIPTION 5+110+2) the refund can be accepted only for subscriptions not used or activated yet.

For example, if the user purchases the Subscription 5+1 (duration 6 months) and user requests the refund of this subscription during the third month of subscription. The refund will be accepted for the fourth, fifth and sixth month. This sort of products are promotional products, and so the Refund amounts are calculated according to the full price of the items retained.

### **Refund request and reimbursement**

20. To request refunds, users need to contact customer care through the usual available channels. The user must provide the order number at the time the request is made. The user will receive a refund ID and must follow the procedure.
21. Users must receive approval for returns by completing a Return Merchandise Authorization for a Refund (“Refund-RMA”). Only after users get their RMA number can they ship products back to the Company.
22. RMA numbers expire 30 days after their creation. Users must ship back products in time for them to arrive within 30 days. Products sent to the Company without a valid and authorized RMA or with an expired RMA (more than 30 days) will not qualify for a refund, and the product will be returned to the user at his or her expense.
23. The money back payments of the refund will be executed within 60 days of the time the returned product is received (or 60 days from the approval if there are no products to ship back).
24. After payments, users will receive a confirmation email.

*VYVO reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Refund Policy at any time. It is your responsibility to check this document periodically for changes.*