

TAVALA TERMS OF USE

These Terms of Use (these “Terms”) govern your use of the Tavala web site, located at www.tavala.com (the “Site”) and all our other products, features, services, technologies, software, websites, and mobile applications.

Tavala makes the Tavala Services available to you subject to your acceptance of these Terms and this terms of use agreement (this “Agreement”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE TAVALA SERVICES. BY ACCESSING, DOWNLOADING, LINKING TO, FRAMING, BROWSING, OR USING THE TAVALA SERVICES, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THESE TERMS, AS WELL AS THE TAVALA PRIVACY NOTICE.

IF YOU DO NOT ACCEPT OR AGREE WITH ANY OF THESE TERMS OR THE TAVALA PRIVACY NOTICE, THEN DO NOT USE THE TAVALA SERVICES.

NOTE, THESE TERMS CONTAIN LIMITATIONS ON TAVALA’S AND ITS THIRD-PARTY PROVIDERS’ LIABILITY (SEE SECTION 15), AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. PLEASE READ THESE PROVISIONS CAREFULLY BEFORE USING THE TAVALA SERVICES.

When using a particular feature of the Tavala Services, you may also be subject to additional rules, guidelines, terms of service, privacy notices, or other contractual provisions as noted. If you are a Tavala Ambassador, you agree that your use of the Tavala Services is not only subject to these Terms but also to the terms and conditions of your Tavala Ambassador Agreement and the Tavala Policies and Guidelines (as defined in Section 2.1 below).

1. BINDING AGREEMENT

These Terms and this Agreement constitute a binding legal agreement between you, as an individual, or, in the case of some Tavala Ambassadors, in your capacity as an authorized representative of an entity or organization with a Tavala Ambassador account (in each case, “you” or “you”), and Tavala (Tavala may also be referred to as “we,” “us,” or “our”).

Tavala may amend or replace these Terms at any time, without prior notice to you, except as may be required under applicable laws, rules, or regulations. If you continue to use the Tavala Services, you will be bound by any modifications made to these Terms. You should review the then-current version of these Terms from time to time.

2. USE OF THE TAVALA SERVICES; ACCOUNT REGISTRATION

2.1 Use of the Tavala Services. In consideration for your access to and use of the Tavala Services, you represent, warrant, and agree that (a) you are of legal age to form a binding contract; (b) your use of the Tavala Services will be solely for your personal and lawful use; (c) you will comply with these Terms and all applicable laws in using the Tavala Services; and (d) where such sharing is not otherwise prohibited by the local laws, rules, or regulations of your country, you will comply with Tavala's Policies and Procedures.

2.2 Account Registration; Account Information. By registering for a Tavala account, and in consideration for your access to and use of the additional services, features, and functionality that are available to you with such an account, you further represent, warrant, and agree that all information provided by you is accurate and complete, and that you shall maintain and update such information to keep it accurate and complete.

2.3 Personal Information. When you use the Tavala Services or register for or use a Tavala account, Tavala will collect and process certain personal information about you ("Personal Data"). This may include, but is not limited to, your name, email address, phone number, billing and shipping address, payment information, profile picture, location, usage history and information, purchase history, product interests, images, and any responses you provide to questionnaires. This information will be collected, used, and disclosed in accordance with the Tavala Privacy Notice.

3. DISCLAIMERS

3.1 Other Users. Neither Tavala nor its third-party providers have control over the conduct of other users of the Tavala Services (collectively, "Users"), or over the truth or accuracy of the information that other Users share through the Tavala Services. Neither Tavala nor its third-party providers can guarantee the true identity of any individual with whom you engage through the Tavala Services. Neither Tavala nor its third-party providers endorse any person who uses or registers for the Tavala Services.

3.2 User Disputes. You agree that you are solely responsible for your interactions with any other User in connection with the Tavala Services. Neither Tavala nor its third-party providers shall have any liability or responsibility with respect to such interactions. Tavala reserves the right, but has no obligation, to become involved in any way with disputes between you and any other User of the Tavala Services.

3.3 Tavala Ambassadors. Tavala Ambassadors are independent third-party contractors of Tavala, and Tavala is not responsible or liable for the statements, acts, or omissions of such Tavala Ambassadors, whether in connection with the Tavala Services or in any other context.

4. AGE RESTRICTIONS

You must be at least 18 years old or the age of majority in your location, whichever is greater, to use the Tavala Services.

5. TESTIMONIALS, BEFORE-AND-AFTER PHOTOS, AND RELATED MATERIALS

You understand and agree that, in the event Tavala determines, in its sole discretion, that you have violated the Tavala Policies and Procedures when sharing testimonials, before-and-after photos, or other materials through the Tavala Services with respect to any Tavala products, you will cooperate fully with Tavala to remove such posts from all forums where they have been shared.

6. YOUR LICENSE TO USE THE TAVALA SERVICES

6.1 License. Subject to your ongoing compliance with these Terms, you are hereby granted a revocable, non-exclusive, limited, non-transferable, non-sublicensable personal license to install Vera or other Tavala mobile applications on a device that you own or control and to access and use the Tavala Services (the "License"). Any rights not expressly granted by this Agreement, these Terms, or any applicable end-user license agreement are reserved by Tavala. Pursuant to these Terms, the Tavala Services are being licensed to you, not sold.

6.2 Reservation of Rights. The Tavala Services, and all content therein or transferred thereby, including without limitation software, images, text, graphics, illustrations, logos, trademarks, service marks, patents, copyrights, photographs, audio, videos, and music (the "Tavala Content"), and all intellectual property rights related thereto, are the exclusive property of Tavala, Tavala's affiliated entities, or Tavala's third-party service providers, as applicable. The Tavala Content is protected by U.S. federal and international copyright and trademark laws and other laws protecting intellectual property or other proprietary rights.

6.3 Linking and Framing the Site. Unless a User has a written agreement in effect with Tavala that provides otherwise, a User may only provide a hyperlink to the Site on another website if such User complies with all of the following: (a) the link must be a text-only link clearly marked "Tavala" or the link must point to the URL "<http://www.tavala.com>" and not to other webpages within the Site; (b) the link, when activated by a user, must display the Site full-screen and not within a frame on the linking website; and (c) the appearance, position, and other aspects of the link must not be such as to damage or dilute the goodwill

associated with the Tavala name and trademarks or create the false appearance that Tavala is associated with, or a sponsor of, the linking website. Tavala reserves the right to revoke its consent to any link at any time in its sole discretion.

7. YOUR LICENSE TO TAVALA

7.1 User Content. By accessing, downloading, linking to, framing, browsing, or using the Tavala Services, and without further payment or consideration to you, you grant Tavala the right to use any data, materials, or other content uploaded or otherwise transmitted to, or created by you through, the Tavala Services, including but not limited to images, text, graphics, illustrations, logos, photographs, audio, videos, music, reviews, comments, and other materials (which may include your name, likeness, and social media user names and handles) (collectively, the "User Content").

7.2 Deletion of User Content. You understand and agree that Tavala may, in its sole discretion and without prior notice, use, modify, revise, filter, or delete any User Content, including but not limited to permanently deleting such User Content from the Tavala Services at any time.

8. SECURITY OF THE TAVALA SERVICES

The Tavala Services are intended for your personal use only. You understand and acknowledge that the Tavala Services may not function properly, may contain errors or bugs, and are susceptible to breach, corruption, or failure. If any of the Tavala Services malfunction or fail, or if Vera or any other Tavala mobile applications are disabled or uninstalled from your device, with or without your knowledge and/or consent, some or all of the Tavala Services may not function. You are solely responsible for any resulting claims, liability, losses, or damages arising out of the unauthorized disclosure, transfer, or use of any personal content, data, or materials stored on your device for any reason, even if occurring as a result of a failure in the Tavala Services or from disabling or uninstalling Vera or any other Tavala mobile applications, with or without your knowledge and/or consent.

9. PRODUCT PURCHASES AND REFUNDS

9.1 Applicable Market Purchases. You have the opportunity to order certain products and services through the Tavala Services.

9.2 Returns. If you desire to return a Tavala product that you have purchased through the Tavala Services, please consult the return policies in the Tavala Policies and Procedures.

9.3 Product Purchases and Pricing. All billing and other information submitted by you must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms and this Agreement. By completing the checkout process, you agree to accept and to pay for the product(s) requested. You represent and warrant that you have the legal right to use any credit card or other payment means used to complete any transaction.

9.5 Customer Satisfaction Guarantee. If for any reason any Customer or Ambassador is not completely satisfied with any product purchased by such Customer or Ambassador from Tavala, the Customer or Ambassador may return the unused portion of the product together with a copy of the purchase receipt to Tavala within 60 days of the date of purchase, and Tavala will (1) credit the Customer's account for the total purchase price of the product (less shipping and handling charges), or (2) upon the Customer's request, replace the product without charge, or (3) upon the Customer's request, refund the total purchase price of the product (less shipping and handling charges). Refunds, when requested, will be issued to the original method of payment used to purchase the product unless that method of payment is unavailable, in which case a refund check will be issued to the Customer or Ambassador. Unless the Customer or Ambassador requests otherwise, Tavala will credit the Customer's Tavala account for the purchase price of the returned product. Credit on account is available for Tavala product purchases. Refund checks that remain uncashed for more than 180 days will not be honored and the amount of the check, less a processing fee of \$15US and a bank cancellation/ stop payment fee of \$10US, will be credited to the Customer's account. Tavala reserves the right to cancel the Ambassador Agreement of any Ambassador who abuses the Tavala satisfaction guarantee by excessively returning product.

9.6 Returns and Commission Adjustments ("Clawbacks"). When product is returned to Tavala, the commissions attributable to that product will be deducted (or "clawed back") from the commission checks of the Support Team in the week that the return occurs.

9.7 Cancellation Refund Policy. Tavala will repurchase from Ambassadors who have canceled their Ambassador Agreement all product that is in resalable condition which were purchased by the Ambassador from Tavala within the previous six months, at a price of not less than ninety percent (90%) of the original net cost to the Ambassador. All products or materials must be returned to Tavala with shipping prepaid by the Ambassador in order to receive the above refund. Tavala will charge back all commissions, bonuses and rebates paid by Tavala relating to the purchases of those products.

9.8 Cancellation Refund Policy (for Georgia Residents Only). Tavala will repurchase from Ambassadors who have canceled their Ambassador Agreements pursuant to Policy 13 all products, sales aids and literature which are in reasonably resalable or reusable condition

which were purchased by the Ambassador from Tavala, at a price of not less than ninety percent (90%) of the original net cost to the Ambassador. Goods shall be deemed “resalable or reusable” if the goods are in an unused, commercially resalable condition at the time the goods are returned to Tavala. In addition, Tavala will repay ninety percent (90%) of the fees paid by the Ambassador for services which have not been provided to the Ambassador at the time of cancellation. All products or materials must be returned to Tavala shipping prepaid by the Ambassador in order to receive the above refund. Tavala will charge back all commissions, bonuses and rebates paid by Tavala relating to purchases of products or services for which refunds are given under this policy.

9.9 Promotions. The Tavala Services may contain contests or promotions that require you to send material or information about yourself or your Tavala business in order to participate. Please note that any such contest or promotion offered through the Tavala Services may be governed by a separate set of terms and conditions, which may include, among other things, eligibility requirements such as age limits and geographical restrictions. If you decide to participate in such contests or promotions, it will be your responsibility to familiarize yourself with any relevant terms and conditions, and by your participation you agree to comply with any such terms and conditions which will be binding and final in all respects. Any promotion will be void in jurisdictions where it is prohibited.

10. ASSIGNMENT

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of Tavala, except pursuant to the sale of your business, or all or substantially all of its assets. Tavala may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

11. PREVAILING LANGUAGE

The English language version of these Terms shall be controlling in all respects and shall prevail in case of any inconsistencies between these Terms and any translated version of these Terms. Any translation of these Terms in any other language is provided as a courtesy only.

12. SYSTEM OUTAGES

Tavala and its third-party providers periodically schedule system downtime for the Tavala Services for maintenance and other purposes. Unplanned system outages may also occur. Neither Tavala nor its third-party providers shall have any liability whatsoever for the resulting unavailability of the Tavala Services, for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, or nondelivery of information caused by such system outages, or for any third-party acts or any other outages

of web host providers or the Internet infrastructure and network external to the Tavala Services.

13. ENTIRE AGREEMENT

This Agreement, these Terms, the Tavala Privacy Policy, and any other documents expressly incorporated herein by reference constitute the entire agreement between you and Tavala governing your use of the Tavala Services and all related activities. These Terms supplement and do not supersede any other policies that apply to you, including but not limited to your Tavala Ambassador Agreement and the Tavala Policies and Guidelines.

14. NO WAIVER

Tavala's delay or failure to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision.

15. HEADINGS

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

16. SEVERABILITY

If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

17. CALIFORNIA CONSUMER NOTICE

Under California Civil Code Section 1789.3, Users of the Tavala Services from the State of California, United States of America, are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact Tavala directly at:

Attention: Customer Support
Tavala
2612 West 400 North Suite 500
Lindon, Utah 84042

18. CONTACT US

If you have any questions about these Terms or if you wish to receive any additional information, provide feedback, or raise any concerns in relation to the Tavala Services, please contact Tavala at: compliance@tavala.com

Published: November 1, 2022

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