

## Terms and Conditions

The following terms and conditions (“Terms”) are a legal agreement between you (“you”, “your”) and Elgo Life, Inc. (“Elgo Life”, “we”, “our” or “us”) which governs your use of our social engagement, club group engagement and other services, our mobile application (“App” or “Software”) and any version of our website (“WorldofClubs.com”) (together, the “Services”).

Elgo Life Inc. is a corporation with limited liability incorporated in Delaware.

This agreement is separated into two parts: Part one describes all of the terms governing your use of the Services. Part two contains additional legal terms determining the legal relationship between you and Elgo Life.

In order to use our Services you must fully accept these Terms together with our privacy policy and upon acceptance of these Terms, you confirm that you have read, understood and accepted our Privacy Policy.

### PART ONE - The Services

#### 1. General

1.1. Our Services enable you to update contact list, create clubs, enroll new members in club and engage club members using mobile application or website.

1.2. We may at any time update or modify the Services with immediate effect without prior notification.

1.3. We reserve the right to appoint a third party in order to fulfill some or all of our obligations under these Terms.

#### 2. Elgo Life Account

2.1. To use the Services of Elgo Life you must register and sign up for a Elgo Life Account (“Account”). You confirm that all information submitted by you about you and/or your business is valid at the time of entering into these Terms. You must also keep the information that you provide up-to-date. We reserve the right to suspend or terminate the Services of anyone who provides inaccurate, untrue, or incomplete information, or who fails

to comply with the account registration requirements. Upon successful sign-up, you will receive a confirmation email to your primary, registered email address. You must ensure that the information recorded on your Account is always accurate and up to date.

2.2. You must choose a reasonably descriptive identification name that - if different from your company name - clearly identifies you or your business and provide your correct contact email and contact phone number.

2.3. If there is no activity in your Account, we may still keep the data for legal purposes. We do not make any guarantees to keep your information or your account data available, at any point.

### 3. Restrictions of Using the Services

3.1. In order to use our Services you require a compatible mobile device and Internet connection services supplied to you by third parties. Such third parties may charge you for using a mobile device and/or Internet connection to access the Services and you are solely responsible for the payment of such fees.

3.2. By accepting these Terms you confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate. The Services may only be used for business purposes in the fifty states of the United States of America. You may not export the Services directly or indirectly, and you acknowledge that the Services may be subject to export restrictions imposed by US law.

3.3. If you are a natural person, you must be eighteen (18) years or older to use the Services. We may require at any time that you provide evidence of your age.

3.4. By accepting these terms you also agree to the network rules ("Network Rules") as set forth by the credit card organizations including, but not limited to Visa, Mastercard and American Express (together, "Card Schemes"). The Networks require that you comply with all applicable bylaws, rules, and regulations ("Network Rules") and may force termination or limitation of this agreement at any time.

3.5. The Networks amend their rules and regulations from time to time. Elgo Life may be required to change this Agreement in connection with amendments to the Network Rules. The Networks may, at their sole discretion, limited or terminate the Services.

3.6. Without explicit prior authorization by us, you are not entitled to accept Transactions, related to goods and/or services, including, but not limited to, (i) goods that are not provided for your own account or are provided by order of any third party other than you; (ii) that are not provided in the ordinary course of your business as identified to us, including accepting repayments of a credit previously granted or of a cash payment previously made by you to the Cardholder; (iii) involving or being connected to any illegal content, content that is subject to protection of minors according to applicable law or instructions for making weapons or explosives; (iv) that are related to gambling services, whether illegal or not, under any applicable laws; (v) that are related to sex shops or pornographic entertainment; (vi) that are related to weapons or illegal drugs or products; (vii) that are related to alcohol or tobacco to the extent that alcohol and tobacco represent the only products sold by your business; (viii) that we reasonably believe to be capable of damaging any of the Card Schemes' or our reputation; (ix) that are related to Money Laundering and Terrorism Financing; (x) that are prohibited under any laws or regulations applicable to you, to the cardholder or to any of your products or services, or which are otherwise illegal. We shall at our sole discretion decide whether your use of the Services shall be deemed attributable to any of the above products or services and therefore not in accordance with the Terms. We reserve the right in our sole discretion, to review any transactions and deny services, if any transactions look non-compliant or illegal.

#### 4. Software

4.1. You shall install any and all App updates to continue using the Services.

#### 5. Your Obligations

5.1. You shall promptly inform us of any changes in the information that you provided at the time of entering into these Terms, including changes in the type or nature of your business,

changes in the product range, any sale or lease of your company or any other change of ownership, any change of the legal form or name of your company, changes of the address or bank account details of the company, a material adverse change in your financial condition and changes in the information that you have provided in accordance with the laws against money laundering or terrorist financing.

5.2. You acknowledge that you are solely responsible to ensure that your Account login details are kept secure from any other person, that no user of the Application shall manipulate the data input and that there is no unauthorized use of your Account, or of any other confidential information associated with the use of the Services. If you suspect or know your Account has been used without authorization you should change your login password via our Application.

## 6. Payment Terms.

- 6.1. **Subscription Plan.** The prices, features, and options of the World of Clubs Services depend on the Subscription Plan selected as well as any changes instigated by Customer. World of Clubs does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.
- 6.2. **No Refunds.** Customer will timely pay World of Clubs all fees associated with its Subscription Plan, Account, or use of the World of Clubs Services, including, but without limitation, by Authorized Users. **CUSTOMER'S PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS.** Charges for pre-paid Subscription Plans will be billed to Customer in advance. Charges for per-use purchases and standard Subscription Plan charges will be billed in arrears unless otherwise specified in the Subscription Plan.
- 6.3. **Recurring Charges.** When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. You will be billed for your Subscription Plan either through the payment method you provide, such as a credit card, or through an intermediary provider such as iTunes, Google Play, or a similar app store ("App Store"). Customer

must promptly notify World of Clubs of any change in its invoicing address and must update its Account with any changes related to its payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, CUSTOMER AUTHORIZES WORLD OF CLUBS OR ITS AGENT TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH CUSTOMER'S USE OF THE WORLD OF CLUBS SERVICES. The Authorization continues through the applicable Subscription Term and any Renewal Term (as defined in document below).

- 6.4. Late Fees & Collection Costs. If World of Clubs does not receive payment from Customer's payment method, Customer agrees to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by World of Clubs to collect any amount that is not paid when due. World of Clubs may accept payment in any amount without prejudice to World of Clubs's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to World of Clubs may not be withheld or offset by Customer for any reason against amounts due or asserted to be due from World of Clubs.
- 6.5. Invoices. World of Clubs will provide billing and usage information in a format we choose, which may change from time to time. World of Clubs reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. Customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If Customer does not bring such problems/discrepancies to our attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.
- 6.6. Billing Cycles. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or proration. Customer agrees that we may (at our option) accumulate charges incurred during a billing cycle and submit them as one or more

aggregate charges during or at the end of a cycle, and that we may delay obtaining authorization or payment from Customer's payment card issuer or App Store until submission of the accumulated charge(s).

- 6.7. **Benefit Programs.** You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government agreement with us ("Business Terms"). Any and all such Benefits are provided solely as a result of the corresponding Business Terms and such Benefits may be modified or terminated without notice. If you use the World of Clubs Services and a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Subscription Plan or receive certain Benefits tied to Business Terms with us, but you are liable for your own charges, then you authorize us to share enough account information to verify your continuing eligibility for those Benefits and the Subscription Plan.
- 6.8. **Tax Responsibility.** All payments required by these Terms are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon, excluding taxes based on World of Clubs's net income (collectively, "Taxes"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the World of Clubs Services. Where the responsibility to remit Taxes falls upon World of Clubs, the Taxes will be added to the payment and payable to World of Clubs at the same time as the payment. Taxes shall not be deducted from the payments to World of Clubs, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, World of Clubs receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer hereby confirms that World of Clubs can rely on the name and address set forth in its registration for a Subscription Plan as being the place of supply for Tax purposes. World of Clubs's and Customer's obligations under this Section (Tax Responsibility) shall survive the termination or expiration of these Terms.

6.9. Intermediary Provider Billing. If your Subscription Plan is based on intermediary provider billing, your intermediary provider will automatically charge your App Store account monthly for the cost of the Subscription Plan and any applicable taxes. If you are not current with your Subscription Plan payments, we reserve the right to terminate your account, suspend your access to your Subscription Plan, or convert your Subscription Plan subscription to a non-subscription account. You will be responsible for paying all past due amounts.

7. Free Trial and Special Offers for World of Clubs Services.

7.1. If you register for a free trial, promotional offer, basic plan or other type of limited offer for use of World of Clubs Services ("Free Trial"), you may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into these Terms by reference and are legally binding. This Section (Free Trial and Special Offers for World of Clubs Services) supersedes and applies notwithstanding any conflicting provisions with regard to access and use of a Free Trial.

7.2. World of Clubs reserves the right to reduce the term of a trial period, basic plan or end it altogether without prior notice.

7.3. The version of the World of Clubs Services that is available for a Free Trial, Basic Plan or Premier Plan may not include or allow access to all features or functions. Any data that a customer enters into the World of Clubs services, and any configurations made by or for a customer, will be permanently lost at the end of two years regardless of the type of plan that customer has registered for or subscribed to.

7.4. Notwithstanding any other provision of these Terms, including without limitation the warranties described in Section 9 (Warranties and Disclaimers) or any service-specific terms and conditions applicable to a particular World of Clubs Service, including exhibits and attachments accompanying such schedule ("Service Schedule"), during a Free Trial the World of Clubs Services are provided "AS IS" and "as available" without any warranty that may be set forth in these Terms, and World of Clubs DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND World of Clubs TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE TRIAL IS \$0.

## 8. Our Liabilities

- 8.1. To the maximum extent permitted by the law, we shall not be liable for direct or indirect losses and damages or non-performance under these Terms which result from our compliance with legal and regulatory requirements and with the Network Rules, any force majeure events or your breach of these Terms or any applicable legal and regulatory requirements.
- 8.2. We shall not be liable for any indirect or consequential losses including loss of profit or loss of reputation.
- 8.3. Nothing in these Terms shall exclude our liability for any statutory liability that cannot be excluded or amended by agreement between the parties.
- 8.4. Elgo Life does not warrant or shall be made liable for actions or omissions of any third party involved in the Services or for third parties advertising on our website.
- 8.5. We shall not be liable for any disruption or impairment of the Services or for disruptions or impairments of intermediary services under these Terms.
- 8.6. We shall not be made liable for any defects for third party hardware, third party software and other products that we may sell or include with the Services. The third party manufacturer or provider, who is solely responsible for service and support, shall specify warranty and other terms for such hardware, software and products.

## 9. Indemnification

- 9.1. You will indemnify, defend and hold us and our employees, directors, agents, affiliates and representatives and our processors harmless from and against any and all claims, costs (including without limitation reasonable attorneys' fees), losses and damages arising out of any claim, action, audit, investigation or other proceeding resulting from (i) your breach of any law, rule or regulation of any applicable jurisdiction or of any of the provisions of these Terms, of the Network Rules or of any other additional terms and conditions applicable to your Account; or (ii) your wrongful or improper use of the Services; or (iii) any Transaction submitted by you through the Services; or (iv) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; or (v) any other party's access and/or use of the Services with your unique username, password or other appropriate security code.



## 10. Confidentiality & Privacy

- 10.1. More detailed information about how we collect, use and protect your data can be found in our Privacy Policy on our website.

## 11. Term, Suspension, Termination

- 11.1. You may terminate and close your Account at any time by sending a request using the Application. We may at any time suspend or terminate and close your Account for any or no reason at any time upon prior notice to you. We may also suspend or terminate and close your Account without prior notice if: (i) you breach any condition of these Terms or any other condition applicable to specific Services covered by separate terms and conditions, including, without limitation, the Network Rules; or (ii) you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our Services; or (iii) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity; or (iv) you pose an unacceptable credit or fraud risk to us, or (v) if we reasonably believe that your Account has been compromised or for other security reasons.
- 11.2. If your Account is terminated or closed for any reason you shall: (i) continue to be bound by these Terms, (ii) immediately stop using the Services, (iii) acknowledge that the license to access and use the Services provided to you under these Terms shall end, (iv) accept that we reserve the right, but shall have no obligation, to delete all of your Account data stored on our servers, and (v) not make us liable to you or any third party for termination of the access to the Services or for deletion of your Account data.

## 12. Communication

- 12.1. Written communication and notices from us to you will be sent by email to your specified email address or posted on our website. Such communication and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered.

- 12.2. For this purpose you shall at all times maintain at least one valid email address in your Account. We will not bear responsibility if the sole email address specified by you is not valid or if you have changed your email address but have not notified us of such change.
- 12.3. You are required to check for incoming messages regularly and frequently. Emails may contain links to further communication on our website. Where legislation requires us to provide information to you on a durable medium, we will either send you an email or send you a notification pointing you to information on our website in a way that enables you to retain the information in print format. You are required to keep copies of all communications we send or make available to you.

### 13. Intellectual Property Rights

- 13.1. Intellectual Property Rights ("IP Rights") means any and all rights related directly or indirectly to the Services, the Application, the internet domain names, all content, the technology related to the Services and all logos including, but not limited to, copyrights, moral rights, database rights, trademarks, name rights, utility models and design rights, patents, and all other exclusive and non-exclusive rights worldwide as may now exist or come into existence, are granted or transferred in the future.
- 13.2. We (or our licensors) are the exclusive owner of all IP Rights pertaining to the Services and nothing in these Terms shall be construed as transfer or concession of the IP Rights to you. You may not copy, imitate or use the IP Rights without our prior written consent.
- 13.3. We grant you a personal, limited, non-exclusive, revocable, non-transferable license (without the right to sublicense) to electronically access and use the Services for the purpose create and manage clubs.
- 13.4. You may generate and submit to us content as part of using the Services ("User Content"). You shall retain all rights in your User Content, subject to the rights you grant to us by accepting these Terms. For any User Content that you submit you acknowledge that you are the content owner or that you have permission from the copyright owner to upload the content and you grant us a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub licensable right to use and reproduce that content in any promotional activity and public display related to the Services or Elgo Life. You may delete User Content submitted by you through terminating your

Account. You shall not submit User Content to the Services that: (i) is false, misleading, unlawful, obscene, indecent, pornographic, defamatory, libellous, threatening, harassing, hateful, abusive, or inflammatory; (ii) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (iii) breaches any duty towards or rights of any person or entity, including rights of publicity or privacy; (iv) contains corrupted data or any other harmful, disruptive, or destructive files; (v) advertises products or services competitive with Elgo Life's or its partners' products and services; or (vi) based on our own judgment prohibits any person or entity from using or enjoying the Services, or which may expose us to any harm or liability. Although we have no obligation to screen, edit, or monitor any User Content, we reserve the right to edit or delete any User Content at any time without notifying you. You acknowledge that by using the Services, you may be exposed to offensive, indecent, or objectionable User Content. We do not assume any responsibility or liability for any loss or damage to any of your User Content.

#### 14. Amendments

- 14.1. We have the right to amend these Terms at any time and to change, delete, discontinue or impose conditions on any aspect of the Services.
- 14.2. We will not notify you of any proposed change to these Terms. You can review the terms on our website, whenever you have a need.
- 14.3. The proposed change will come into effect immediately.
- 14.4. The latest version of the Terms shall be accessible from our Application.

#### 15. Severability

- 15.1. If any part of these Terms is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

#### 16. Assignment

- 16.1. We shall be entitled to freely assign our rights and obligations under these Terms to any third party and your consent for such assignment shall be considered as granted by virtue of these Terms.

16.2. You may not assign any of your rights and obligations under these Terms to third parties without our prior written consent.

#### 17. Disputes

17.1. Any complaints about the Services shall be addressed to us in the first instance by contacting us from Application, by submitting a request or by reporting a spam.

17.2. Any dispute arising out of or in connection with these Terms, including without limitation any disputes regarding its valid conclusion, existence, nullity, breach, termination or invalidity shall be finally referred to and resolved by the courts of Delaware, except where prohibited by Federal law. Before referring the dispute to court, both parties endeavor to resolve any dispute by amicable negotiations.

#### 18. Governing Law

18.1. This Agreement will be governed by Delaware law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within Delaware, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.