

## ALPHAY WELLNESS & LONGEVITY REWARDS CLUB

### TERMS OF USE

Effective Date: March 1, 2024

#### PLEASE READ THESE TERMS OF USE CAREFULLY.

**BY ACCESSING OR PARTICIPATING IN THE ALPHAY WELLNESS & LONGEVITY REWARDS CLUB, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, OR PARTICIPATE IN THE ALPHAY WELLNESS & LONGEVITY REWARDS CLUB.**

These Terms of Use include an arbitration agreement that governs any disputes between you and us. This arbitration agreement and other provisions will: eliminate your right to a trial by jury to the extent allowable under applicable law; and substantially affect your rights, including preventing you from bringing, joining, or participating in class or consolidated proceedings in arbitration and litigation.

**You agree that we may provide updates, notices, disclosures and amendments to these Terms of Use, and other information relating to the Alphay Wellness & Longevity Rewards Club by electronic means, including posting such information and materials online at <https://www.alphayusa.com>.**

**TERMS** - These Terms of Use apply to your access to, and participation in, the Alphay Wellness & Longevity Rewards Club program in the United States ("**Rewards Club**"), which is operated by Alphay Distribution USA, Inc. ("**Alphay USA**"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Alphay USA for other products or services.

**CHANGES TO TERMS** - Alphay USA reserves the right to change or modify these Terms of Use or any policy, FAQ, offer, promotion, benefit, or guideline pertaining to Rewards Club, in whole or in part, at any time and in its sole discretion. Any changes or modifications will be effective immediately and may be posted to [www.alphayusa.com](http://www.alphayusa.com). Please refer to and review these periodically. You waive any right you may have to receive specific notice of such changes or modifications, and your continued access to or participation in the Rewards Club following any such changes or modifications confirms your acceptance. If you do not agree to these Terms of Use, you must stop accessing and participating in Rewards Club.

**PERSONAL USE** – Alphay Rewards Club is intended for personal use only. Commercial use is prohibited. The Rewards Club is not targeted towards, nor intended for use by, anyone under the age of 18. If you are under 18, you may access and participate in the Rewards Club under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

Our Privacy Statement is incorporated into these Terms of Use and governs your participation in Rewards Club. Please read the Privacy Statement carefully to understand how Alphay USA collects, uses, and discloses information about customers, how to update or change your personal information, and how we communicate with you.

**ABOUT ALPHAY REWARDS CLUB**- Alphay Rewards Club is one way in which Alphay USA endeavors to reward and thank loyal customers for patronizing our business and purchasing Alphay USA products. Rewards Club members can earn and accumulate "Balance Points" that can be redeemed for Rewards Club benefits ("**Rewards**"). Rewards are available exclusively through Alphay USA at [www.alphayusa.com](http://www.alphayusa.com). Alphay USA affiliates, partners, distributors, or associates in the USA or abroad do not have the ability to issue or honor Rewards.

**JOINING ALPHAY WELLNESS & LONGEVITY REWARDS CLUB** - To join Rewards Club, go to [www.alphayusa.com](http://www.alphayusa.com) ("Website") and follow the prompts to create an account. You will be required to provide the following information: First and last name, email address, and password.

Birthday (month, day) is optional to receive birthday offers. If you do not provide birthday information you will not receive your Birthday Reward.

**EARNING BALANCE POINTS** - The Rewards that are available to you through Rewards Club are based on the number of Balance Points you earn. You can earn Balance Points by making purchases directly from Alphay USA, or by engaging in the following ways:

1. **Making a purchase.** When you make a purchase directly from Alphay USA, you will earn 2 (two) Balance Points for every \$1 (one) U.S. Dollar you spend (excluding taxes, shipping, and handling).
2. **Referring someone who purchases from [www.alphayusa.com](http://www.alphayusa.com).** When a person you refer makes their first purchase using your personal referral link, you will earn 50 Balance Points. If two people refer the same person, the points will be issued to the person whose link the referral used to place their first order. Alphay USA will not issue referral points retroactively or transfer points between accounts.
3. **Following on Social Media.** You can earn 10 Balance Points when you like us or share on Facebook or follow us on Instagram.
4. **Promotional Balance Point Offers.** From time-to-time Alphay USA may offer you opportunities to earn additional Balance Points through special promotions. These promotional Balance Points will be awarded as described in the applicable promotional offer and will be subject to any additional terms set forth in such promotional offer. Offer(s) subject to change, and may be modified, suspended, or terminated at any time without notice. Offers void where prohibited by law. Other restrictions may apply.

**Program Reviews** – At its sole discretion, Alphay USA reserves the right to review and investigate all offer activities, and to suspend accounts or remove Bonus Points and any other promotional benefits for suspected abuse, violation of terms, or fraud.

**EXCLUSIONS TO EARNING BONUS POINTS** - You may not earn Bonus Points in connection with certain types of beta or promotional programs or on the purchase of gift cards. Taxes, donations, fees, including without limitation, shipping, handling, and delivery fees, are also excluded from Bonus Points accrual.

**RETURNS** - Please refer to our Return Policy for information about how Alphay USA handles returns. Your Balance Point totals may be impacted by returns as follows:

1. If you cancel a purchase, Alphay USA will deduct the Bonus Points that you earned for that purchase, potentially resulting in negative Balance Points on your account.
2. If you return merchandise for a refund or initiate a chargeback, Alphay USA will deduct any Bonus Points earned in connection with your purchase, potentially resulting in negative Balance Points totals.
3. If your referral cancels their first order or requests a refund for any item(s) in their first order, Alphay will deduct any Balance Points you earned on that order, potentially resulting in negative Balance Point totals.
4. If you request a full or partial refund on an order that used Rewards, the Rewards will be prorated between all the items on that order prior to calculating the refund, potentially resulting in negative Balance Point totals.

**BALANCE POINT EXPIRATION** - Unless otherwise noted, Balance Points are automatically added to your account within twenty-four (24) hours of your eligible purchase and **expire twenty-four (24) months after the calendar month in which such Balance Points were earned. For example, if you earn Balance Points on April 1, 2024, they will expire on April 1, 2026.** The oldest accrued Balance Points will be used first for redemptions. At its discretion, Alphay may temporarily extend expiration periods for promotional purposes and may reinstate expiration periods at any time.

**REDEEMING BALANCE POINTS FOR REWARDS** - Balance Points may be redeemed for discounts at [www.alphayusa.com](http://www.alphayusa.com). Alphay USA offers different Rewards based on different Balance Points redemptions. Balance Points redemptions tiers may vary, and Alphay USA may adjust the tiers at any time in its sole discretion. The Balance Points redemption tiers for redeeming Balance Points at [www.alphayusa.com](http://www.alphayusa.com) are as follows:

- 500 Balance Points may be redeemed for one (1) \$10 Discount.
- 900 Balance Points may be redeemed for one (1) \$25 Discount.

**REDEMPTION AVAILABILITY MAY VARY** - Alphay USA retains the right, at its sole discretion, to adjust, limit or offer only certain Balance Point redemption tiers at any time.

## **OTHER IMPORTANT BALANCE POINT REDEMPTION INFORMATION AND EXCLUSIONS**

Balance Points may be redeemed at [www.alphayusa.com](http://www.alphayusa.com).

Only one (1) Reward can be used per order.

Unless specifically noted otherwise, Rewards cannot be used for: gift card purchases, or to pay for taxes, shipping, handling, delivery fees, or recurring charges on existing Subscription orders. Rewards cannot be exchanged for cash.

**ADDITIONAL BENEFITS OF ALPHAY WELLNESS & LONGEVITY REWARD CLUB** - As a Rewards Club member, you may be eligible for the following additional benefits:

- **Birthday Reward.** On your birthday (as indicated in your active Rewards Club account), you will receive 25 Balance Points ("Birthday Reward"). To qualify for your Birthday Reward, you must join the Rewards Club and add your birthday to your Rewards Club account at least thirty (30) days prior to your birthday. Your Birthday Reward will expire 24 months after the date earned.
- **Early or extended access to certain promotions and offers.** Alphay USA may offer Rewards Club members early or extended access to special items or discounts.
- **Personalized offers and coupons.** Special Rewards Club offers may be distributed by email, on [www.alphayusa.com](http://www.alphayusa.com), or by physical mail. In order to receive and activate personalized special offers distributed via email, you must opt-in to receive promotional and marketing offers from Alphay USA and you may be required to provide a valid email, telephone and physical address. You may be required to opt-in and activate special offers via email or access your Rewards Club account to redeem offers. Special offers may be customized based on your purchase behaviors and preferences. Read each offer carefully for specific details, expiration dates, and limitations and restrictions. These special offers are personal to you and cannot be shared, copied, or transferred. Alphay USA reserves the right to change or suspend special offers and at its discretion.
- **Additional Balance Points Offers.** Alphay USA may offer special promotions allowing you to earn additional Balance Points for your purchase. Alphay USA will notify you of those promotions. You must opt-in to receive promotional and marketing emails from Alphay USA to receive notice of a designated additional Balance Point offer. You may also be required to activate certain increased points offers by following specific activation instructions. Alphay USA reserves the right to exclude certain products and merchandise from additional Balance Point offer eligibility and to modify the offer and benefit.

**OTHER IMPORTANT INFORMATION YOU SHOULD KNOW** - These Terms of Use complement and incorporate by reference the Alphay USA Terms of Service, Privacy Policy, and Return Policy. In the event of any conflict between these documents, these Terms of Use prevail for the Alphay Rewards Club. Alphay USA reserves the right to change, modify, discontinue, or cancel all, or any part of, the Rewards Club, at any time and in its sole discretion, without prior personal notice to you. Any changes or modifications to the program will be announced on [www.alphayusa.com](http://www.alphayusa.com) or via email.

**Membership Fees.** There are no participation or membership fees associated with Alphay Rewards Club. However, certain activities, including product purchases, are required to earn Bonus Points.

**No Cash Value.** Balance Points accrued in connection with Rewards Club are promotional and have no cash value and cannot be redeemed for cash.

**Cannot be Combined.** In addition, your redemption of Balance Points accrued in connection with Rewards Club cannot be combined with any other offers or discounts, unless expressly authorized by Alphay USA.

**Non-transferable.** Your Balance Points, redeemable rewards, and Rewards account are personal to you and may not be sold, transferred, or assigned to, or shared with, family, friends, or others, or used by you for any commercial purpose. You may have only one (1) Rewards account that is personal to you.

Balance Points from multiple Rewards accounts cannot be combined. Balance Points can be redeemed only by, and for, the original account where the Balance Points were earned.

**Suspension/Termination of Account.** Alphay USA reserves the right to suspend any Rewards Club account and/or terminate your account and/or your participation in the Rewards Club without notice if, at its discretion, Alphay USA determines that you have violated these Terms of Use or that the use of your Rewards Club account is unauthorized, deceptive, fraudulent, or otherwise unlawful. Alphay USA may, in its sole discretion, suspend, or cancel Rewards accounts that appear to be duplicative. If your participation in the Rewards program is terminated, all accrued Balance Points in your account are void.

Without notice to you, Alphay USA also reserves the right to "unregister" and make ineligible for Rewards any account that has been inactive for two (2) consecutive years. Inactivity is defined as no Balance Points earned during two (2) consecutive year period. If your account is unregistered or rendered inactive, all accrued Balance Points in your account are void.

**DISPUTE RESOLUTION (ARBITRATION AGREEMENT; CLASS ACTION WAIVER; JURY TRIAL WAIVER) - Please read this section carefully as it affects your legal rights. Most disputes will be resolved through individual arbitration instead of court trials and class actions. Arbitration uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This section also contains a jury trial waiver and a waiver of any and all rights to proceed in a class, collective, consolidated, private attorney general or representative action in arbitration, or litigation to the fullest extent allowable by applicable law.**

**Binding Arbitration.** Any dispute or claim arising out of or relating to these Terms of Use, your access to or participation in Rewards, or your relationship with Alphay USA or any past, present, or future subsidiary, parent or affiliate company or companies, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory ("Dispute"), will be resolved through binding individual arbitration, except that either of us may take a Dispute to small claims court so long as it isn't removed or appealed to a court of general jurisdiction. Dispute shall include, but not be limited to: (a) any dispute or claim that arose before the existence of these or any prior Terms of Use (including, but not limited to, claims relating to advertising); (b) any dispute or claim that is currently the subject of purported class action litigation in which you are not a member of a certified class; and (c) any dispute or claim that may arise after termination of these Terms of Use. Dispute, however, does not include disagreements or claims concerning patents, copyrights, trademarks, and trade secrets and claims of piracy or unauthorized use of intellectual property. The arbitrator shall decide all issues except the following (which should be decided by a court of competent jurisdiction): (a) issues that are reserved for a court in these Terms of Use; (b) issues that relate to the scope, validity, and enforceability of the arbitration agreement, class action waiver, or any of the provisions of this Dispute Resolution section; and (c) issues that relate to the arbitrability of any Dispute. These Terms of Use evidence a transaction in interstate commerce and this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law.

**Mandatory Informal Dispute Resolution Process** - You and we agree to work together in efforts to informally resolve any Dispute between us. The party initiating the Dispute must send the other a written notice of the Dispute that includes all this information: (a) information sufficient to identify any transaction and account at issue; (b) contact information (including name, address, telephone number, and email address); and (c) a detailed description of the nature and basis of the Dispute and the relief sought, including a calculation for it. The notice must be personally signed by the party initiating the Dispute (and their counsel, if represented). If you have the Dispute with us, you must send this notice to our Customer Support department at [support@alphayusa.com](mailto:support@alphayusa.com). If we have a Dispute with you, we will send this notice to the most recent contact information we have for you. For a period of 90 days from receipt of a completed notice (which can be extended by agreement of the parties), you and we agree to negotiate in good faith to informally resolve the Dispute. The party receiving the notice may request a telephone settlement conference to aid in the resolution of the Dispute. If such a conference is requested, you and an Alphay USA representative will personally attend (with counsel, if represented). The conference will be scheduled for a mutually convenient time, which may be outside of the 90-day period. Completion of this Mandatory Informal Dispute Resolution Process ("Process") is a condition precedent to initiating a claim in arbitration. If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and any arbitration shall be stayed. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with this Process in arbitration. All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a completed notice through the conclusion of this Process. You or we may commence arbitration if the Dispute is not resolved through this Process.

**Arbitration Procedures** - The arbitration of any Dispute shall be administered by and conducted in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (as applicable) ("AAA Rules"), as modified by this arbitration agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org). You and we understand and agree that the AAA's administrative determination that this arbitration agreement comports with the Consumer Due Process Protocols is final and that neither a court nor an arbitrator has the authority to revisit it. If the AAA is unavailable or unwilling to administer the arbitration consistent with this arbitration agreement, the parties shall agree on an administrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an administrator that will do so.

An arbitration demand must be accompanied by a certification of compliance with the Process and be personally signed by the party initiating arbitration (and counsel, if represented). You may choose to have the arbitration conducted by a phone, video, or in-person hearing, or through written submissions, except any Dispute seeking \$25,000 or more, or injunctive relief, shall have an in-person or video hearing unless the parties agree otherwise. You and an Alphay USA representative will personally appear at any hearing (with counsel, if represented). Any in-person hearing will be held at a mutually agreed location. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the fullest extent allowable by applicable law, you and we agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Unless you and we agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. An arbitrator must follow and enforce these Terms of Use as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, consolidated, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then

such a claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated.

The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been satisfied may not be entered. An award shall have no preclusive effect in any other arbitration or proceeding in which you are not a named party.

**Costs of Arbitration-** Payment of arbitration fees will be governed by the AAA Rules and fee schedule. You and we agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or we may elect to engage with the AAA regarding arbitration fees, and you and we agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.

**Future Changes to Arbitration Agreement.** If we make any future changes to this arbitration agreement (other than a change to our contact information), you may reject such change by sending your personally signed and certified, written notice to Alphay USA, Inc. within 30 days of the change to: Alphay Distribution USA, Inc., PO Box 709, Matthews, NC 28106, Attn: Legal Department. Such written notice does not constitute an opt out of arbitration. You agree to arbitrate any Dispute between you and Alphay USA in accordance with the most recent version of the arbitration agreement.

**Class Action Waiver and Jury Trial Waiver** - You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or to participate in such an action, in arbitration or in court, to the fullest extent allowable by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement. To the fullest extent allowable by applicable law, you and we waive the right to a jury trial.

**GOVERNING LAW AND JURISDICTION** - These Terms of Use or your access to or participation in Alphay Rewards Club are governed by the laws of the state of North Carolina, United States of America, without regard to North Carolina's conflict of laws rules. If the arbitration agreement is ever deemed unenforceable or void, or a dispute between the parties is not subject to arbitration, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in Mecklenburg County, North Carolina, United States of America, for purposes of any legal action arising out of or related to access to or participation in Alphay Rewards Club or these Terms of Use, and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to: (a) inconvenient forum or (b) any other basis or any right to seek to transfer or change venue of any such action to another court.

**SEVERABILITY AND SURVIVAL** - Except as otherwise provided herein, if any provision or part of a provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision or part of the provision shall be deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

Effective: 03/01/2024