

Terms of Purchase – Yaffa Lab Inc.

Last Modified: November 6, 2024.

PARTIES. In consideration of being permitted to use, access and resell ACCESS to the Yaffa Lab Inc. online course (the “Product”), and the value you will gain by using, accessing and reselling the Product, you hereby agree to these Terms of Purchase. These Terms of Purchase are entered into between you (hereinafter “you” or “Licensee”) and Yaffa Lab Inc., a Texas company (hereinafter “Company”, “Licensor”, “we” or “us”). You and the Company are collectively referred to herein as the “Parties”.

2. ACCEPTANCE OF TERMS OF PURCHASE. The following Terms of Purchase (“Terms”) govern your use of, access to and reselling of the access to the Product. These Terms are legally binding and it is your responsibility to read them before you begin to use, access, or resell access to the Product. Your act of purchasing, using, or distributing access to the Product, whether directly from Company or from an authorized licensee, constitutes your acceptance of these Terms, including any modifications or updates that Company may make to these Terms from time to time. Any such modifications or updates will be effective immediately upon notice to you, which may be given by any reasonable means including via email or through an update posted on a website provided by Company.

3. TERM. These Terms shall be effective on the date of purchase of the Product by Licensee and shall continue in full force until terminated as provided herein. Upon termination or expiration of the term, all rights granted to the Licensee under these Terms, including the right to resell access to the Product, shall immediately cease and the Licensee shall immediately cease all use, promotion, and sales of the Product. Termination or expiration of these Terms shall not affect any rights or obligations that: (a) are meant to survive termination (including but not limited to indemnification and limitations of liability); and/or (b) have accrued prior to such termination.

4. PAYMENT. In full consideration of Company’s performance, obligations and the rights granted herein, Licensee agrees to either: (1) pay in full in the amount of \$497.00 at the time of registration; or (2) pay in 3 monthly installments in the amount of \$185.00 per installment, with the first installment paid at the time of registration. Licensee may choose to finance payments through third party companies After Pay or Klarna. All payments made by Licensee to Company are non-refundable. If Licensee elects to pay in monthly installments, payment shall be automatically collected by Company on a monthly basis. If Licensee elects to pay in monthly installments, Licensee may not terminate or cancel any future payment obligations. If Licensee elects to pay in monthly installments, Licensee hereby authorizes Company to maintain Licensee’s account and payment information and charge that account automatically in accordance with these Terms. Due to the nature and immediate access to the Product, if Licensee discontinues use of the Product, Licensee hereby agrees to remain responsible for all outstanding payments for the remainder of the Term. Payment will be collected by Company via

Credit Card and through the Company's website. Licensee hereby gives Company authorization to charge its credit/debit card on file for any outstanding fees. Payment failure will result in termination of the license granted herein effective immediately. Licensee agrees and warrants that all payment instruments, credit cards and related information, i.e. billing address, used in connection with Licensee's purchase of the Product are correct and that Licensee is authorized to use such payment instrument.

5. LATE FEES. If Company does not receive payment from Licensee within fourteen (14) calendar days of any payment date, then Licensee will be charged a late fee of 1.5% of the outstanding amount per each day that Company does not receive payment.

6. CHARGEBACKS. Licensee to make every attempt to file for a refund prior to attempting a chargeback with a financial institution. Licensee will remain responsible for amounts due pursuant to these Terms in the event Licensee disputes payment with a financial institution. In the event of a chargeback attempt, Licensee expressly agrees to forfeit any and all intellectual property licenses and/or deliverables afforded to Licensee in exchange for purchase of the Product. Company reserves the right to present proof of purchase and these Terms to the financial institution investigating the dispute.

PRODUCT LICENSE. By purchasing the Product, and only after the Product purchase price is paid in full unless otherwise provided herein, Licensee is granted a non-exclusive license to resell access the Product to others with Resell Rights. Resell Rights allow those the right to resell access to a certain product while retaining the profit from sales. This license does not include any rights to the use or incorporation of the Company's videos within the online course. This license extends only to the files and text which are included in the Product. If Licensee desires to incorporate videos with its online course, Licensee must incorporate its own videos. Rebranding the Product is strictly prohibited. Subsequent to Company's receipt of full payment from Licensee for the Product in the amount of \$497.00 or if Licensee opts to make monthly payments to Company through third party companies After Pay or Klarna, Licensee may sell access to the Product as many times as desired and retain the profits. Licensee is not permitted to modify or alter the product in any way, shape or form unless expressly provided herein. Licensee is permitted to brand its own sales process and claim ownership over such sales process. Licensee is not permitted to use Company's branding or intellectual property for any purpose. Licensee may transfer the rights to resell access to the Product if and only if access to the Product is sold for the minimum price of \$497.00.

8. INTELLECTUAL PROPERTY. All copyrights, patents, trademarks, trade secrets, and other intellectual property rights in the Product are and shall remain the sole and exclusive property of Company/ Licensor. Licensee is granted a non-exclusive, non-

transferable, revocable right to resell access to the Product in accordance with these Terms. These Terms do not convey to the Licensee any rights of ownership in or related to the Product, or any intellectual property rights owned by the Company. The Licensee shall not attempt to register, or assist others in registering, any trademark, copyright, or other intellectual property that is substantially similar to the Company's. In the event the Licensee becomes aware of any potential infringement of the Company's intellectual property rights, the Licensee must promptly notify the Company in writing.

9. LICENSE RESTRICTIONS. Licensee shall not modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise tamper with the Product. Notwithstanding the foregoing, these restrictions include but are not limited to the following: (1) Selling portions of the Product; (2) Renaming the Product; (3) Changing material within the Product; (4) Changing the creator of the Product. Licensee shall not claim ownership of the Product copyright. Licensee shall not impersonate the Company in any way including Company's business, brand's name, content, other products, and other intellectual property.

10. RESELLING RESTRICTIONS. Licensee may resell access to the Product to end users without transferring the Master Resell Rights. Reselling to other resellers is permitted. If reselling the Master Resell Rights of this Product, the Licensee agrees to include these Terms with the product and to ensure that all customers adhere to these Terms. Failure to adhere to these Terms will result in the revocation of the Licensee's resell rights, termination of Licensee's license under these Terms, and Company will pursue legal action for damages caused by the misuse of this Product. Licensee is not permitted to give away the Product for free, or as part of a free bundle; however, Licensee may include additional content or opportunities with the Product so long as those opportunities do not conflict with the Product or the Product's content.

11. MARKETING RESTRICTIONS. Any marketing or promotional activities conducted by the Licensee must accurately reflect the Product's purpose and capabilities. Marketing of the Product under false pretenses, misrepresentation, or any form of deceptive practice is strictly prohibited and constitutes a material breach of these Terms. Licensee shall bear all responsibility and liability for any false, misleading, or inaccurate representations made in relation to the Product. Company does not endorse or permit the use of income claims for the purpose of marketing the Product unless there is an express and written earnings disclaimer prominently featured with such marketing materials. Licensee agrees to indemnify Company from any damages sought from the Licensee that are a direct result from advertising income claims. Licensee agrees that they are responsible for their own business and that Company is

not a part of nor endorses the actions of their business entity. On one single occasion per month, Licensee is permitted to offer a promotion of a \$50.00 gift card to their customers. Licensee is not permitted to offer a promotion of a gift card in any other circumstances unless expressly provided herein and may not offer a promotion of a gift card for any amount that exceeds \$50.00.

12. PAYMENT PLATFORMS. Licensee acknowledges and agrees to use third-party payment platforms ("Payment Platform") for the sale and distribution of the Product. Licensee agrees to comply with all terms, conditions, policies, and guidelines of the Payment Platform and to conduct all transactions in compliance with all applicable laws and regulations. Licensee shall indemnify, defend, and hold harmless Company, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, arising from or relating to the Licensee's use of the Payment Platform, including but not limited to the Licensee's non-compliance with the Payment Platform's terms, conditions, policies, guidelines, or any applicable laws or regulations. Company is not responsible or liable for any aspect of the Payment Platform, including but not limited to, the availability, accuracy, reliability, or legality of the Payment Platform. Company makes no representations, warranties, or guarantees regarding the Payment Platform. Licensee acknowledges and agrees that any dispute or claim arising out of or in connection with the Payment Platform is between the Licensee and the Payment Platform, and Company shall have no liability or obligation in connection therewith.

13. MINIMUM SALE PRICE. Licensee agrees that the minimum sale price for the Product shall be \$497.00 ("Minimum Sale Price"). Any discounts, promotions, or other pricing strategies employed by the Licensee must maintain the sale price at or above the Minimum Sale Price. In no event shall the Licensee offer or apply any discounts or promotions that would result in the sale price of the Product falling below the Minimum Sale Price. Licensee acknowledges and agrees that failure to adhere to the Minimum Sale Price may result in immediate termination of these Terms and Licensee's license, at Company's sole discretion, in addition to any other remedies available to Company under law or equity. Licensee is permitted to offer gifts or bonuses as part of the promotion of the Product, provided that these offerings do not function as a discount on the Product's sale price. Licensee acknowledges and agrees that any gift or bonus offered must be separate from and not linked to a reduction in the sale price of the Product below the Minimum Sale Price. On one single occasion per month, Licensee is permitted to offer a promotion of a \$50 gift card to their customers.

14. AGREEMENT MODIFICATION. Licensee acknowledges and agrees that these Terms constitute the complete and exclusive statement of the agreement between the Licensee and Company, and that it supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of these Terms. Licensee is

not permitted to modify or amend these Terms in any manner without the express written consent of Company. Any such unauthorized modification or amendment will be null and void. Licensee agrees not to enter into any other contract or agreement that would supersede, alter, or conflict with these Terms. Any such contract or agreement will be null and void to the extent that it conflicts with these Terms. Licensee acknowledges and agrees that it is their sole responsibility to review these Terms periodically to familiarize themselves with any modifications. Continued use of the Product after any such modifications constitutes the Licensee's agreement to such changes.

15. REFUND POLICY. Licensee acknowledges and agrees that due to the nature of the Product being eligible for download, all sales of the Product are final and non-refundable. Licensee must clearly communicate this return policy to their customers prior to the sale of the Product, ensuring that customers understand that they are purchasing a non-refundable product. Failure to comply with this return policy or any misrepresentation of it to customers may result in immediate termination of these Terms, at the sole discretion of Company, in addition to any other remedies available to Company under law or equity.

16. CONFIDENTIAL INFORMATION. Licensee acknowledges that they may have access to confidential and proprietary information ("Confidential Information") of Company. Confidential Information includes but is not limited to customer lists, business plans, financial data, marketing plans, product specifications, and other proprietary knowledge related to the Product or Company. Licensee agrees that they will not disclose, disseminate, or make available any Confidential Information received from Company, directly or indirectly, to any third party without the prior written consent of Company. Licensee further agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, dissemination, or publication of Confidential Information, including ensuring that any employees, contractors, or other agents who have access to Confidential Information sign a non-disclosure agreement.

17. AUDIT RIGHTS. Company reserves the right to audit, at its sole discretion and at any reasonable time, the Licensee's books, records, and operations related to the use, sale, and distribution of the Product to ensure compliance with these Terms. Company reserves the right to inspect and approve the Product before it is made available to the public.

18. INDEMNIFICATION. Licensee agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, arising out

of or resulting from any claim of a third party related but not limited to: (a) any breach or non-fulfillment of any representation, warranty, or covenant contained in these Terms, or any other agreement contemplated hereby, by the Licensee; (b) any use or misuse of the Product by the Licensee or any third party gaining access to the Product through the Licensee; or (c) any infringement of intellectual property rights arising from the Licensee's unauthorized use or modification of the Product.

19. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall Company, its affiliates, directors, employees or its licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, the Product. Under no circumstances will the Company be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Product or the information contained therein beyond \$497.00, the purchase price of the Product. To the maximum extent permitted by applicable law, the Company assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from the Licensee's access to and use of the Product; (c) unauthorized access to or use of Company's secure servers and/or any and all personal information stored therein; (d) interruption or cessation of transmission to or from the Product; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Product by any third party; (f) errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Product; and/or (g) user content or the defamatory, offensive, or illegal conduct of any third party.

20. REVOCATION OF LICENSE. Licensee acknowledges and agrees that any violation of these Terms, including but not limited to the unauthorized sale, distribution, modification, or use of the Product, will result in the immediate revocation of the license granted herein. Upon revocation of the license, the Licensee shall immediately cease all use, sale, distribution, and promotion of the Product and all associated materials. The Licensee shall also remove the Product from any and all platforms where it may be available, including but not limited to websites, membership sites, and online stores. Licensee understands and agrees that revocation of the license does not absolve the Licensee of any obligations under these Terms, including but not limited to the obligation to maintain the Minimum Sale Price and to refrain from offering the Product as a bonus or selling it on auction sites. Upon revocation of the license, Company reserves the right to pursue any and all legal remedies available under law or equity.

21. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES. Use of the Product, sending emails to Company, and completing online forms constitute electronic communications. Licensee consents to receiving electronic communications, and Licensee agrees that all agreements, notices, disclosures, and other communications provided to

Licensee electronically by Company, via email and on the Product, satisfy any legal requirement that such communication be in writing. LICENSEE HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF THE TRANSACTIONS INITIATED OR COMPLETED BY COMPANY OR VIA THE PRODUCT. Licensee hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

22. FORCE MAJEURE. If either Party hereto is unable to perform any of its obligations, with the exception of payment, by reason of fire or other casualty, strike, act or order of public authority, global pandemic, administrative order by governmental authority, act of God, or other cause beyond the control of such Party (hereinafter, a "Force Majeure Event"), then such Party shall be excused from such performance during the pendency of such cause. COVID-19 and any related governmental orders or shutdowns are known phenomena and not Force Majeure events. The Party suffering a Force Majeure Event shall give written notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

23. PRIVACY. Licensee agrees that all information provided to Company to purchase the Product, including, but not limited to, through the use of any interactive features on the Company's website, is governed by Company's Privacy Policy, and Licensee consents to all actions taken by Company with respect to Licensee's information consistent with Company's Privacy Policy.

24. WARRANTIES DISCLAIMER. Licensee's use and resale of the Product is at Licensee's own risk and is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

25. EARNINGS DISCLAIMER. While Company may reference certain results, outcomes or situations in connection with the Product, Licensee understands and acknowledges that Company makes no guarantee as to the accuracy of third-party statements made or the likelihood of success as a result of these statements. Licensee understands that individual results and outcomes will vary. Company cannot guarantee Licensee's success merely by Licensee's use and resale of the Product. Any results provided in connection with the Product are not guaranteed or typical.

26. TECHNOLOGY DISCLAIMER. Company makes reasonable efforts to provide Licensee with modern, reliable technology. However, in the event of a technological failure, Licensee accepts and acknowledges Company's lack of responsibility for said failure. Company cannot guarantee that all information provided in connection with the Product is completely accurate, complete or up to date, and disclaim liability for any such errors or omissions.

27. WARRANTIES AND REPRESENTATIONS. Parties represent and warrant to each other that each is free to enter into and agree to these Terms and that this engagement does not violate the terms of any agreement between either Party and any third party. The Parties represent and warrant to each other that each is at least 18 years of age at the time of agreement to these Terms.

28. ASSUMPTION OF RISK. By using and reselling access to the Product, whether paid or unpaid, Licensee assumes the risk of such access and any subsequent actions that Licensee chooses to take as a result of the informational or educational materials provided to Licensee.

29. WAIVER. The failure by Company to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit Company's right to enforce such provision at a later time. All waivers by Company must be in writing to be effective.

30. LIMITATION ON TIME TO FILE CLAIMS. Any cause of action or claim Licensee may have arising out of or relating to these Terms of Purchase or the Product must be commenced within one (1) year after the cause of action accrues; otherwise such cause of action or claim is permanently barred.

31. SEVERABILITY. If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

32. NOTICES. All notices, claims, and demands made upon Company under these Terms must be in writing and addressed to Company at the email address set forth below. A notice by a Party is effective only if the Party giving the Notice has complied with the requirements of this Section. Notice to Company: The Yaffa Lab Inc. Attention: support@theigaclub.com

33. GOVERNING LAW. These Terms shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.

34. MEDIATION. In the event a dispute shall arise between the Parties that is related to or arises out of these Terms, the Parties agree to attempt to resolve the dispute through mediation. The mediation will take place in Texas or remotely via Zoom. The Parties agree to cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. For a mediation, the parties will agree to use commercially reasonable efforts to begin the mediation within 15 business days of the selection of the mediator and to conclude the mediation within 30 days of the start of the mediation. The costs of the mediation will be equally split between the Parties. If the Parties fail to agree at the completion of the mediation, the requesting part may commence legal proceedings to resolve the dispute.

35. JURISDICTION AND VENUE. If the Parties cannot resolve any dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, either party may file suit in a court of competent jurisdiction in the state or federal courts of Texas and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.