



AuLives
Terms & Conditions



AuLives Terms & Conditions

Welcome to AuLives! Hereinafter also referred to as 'Company'.

These Terms and Conditions outline the rules and regulations for the use of AuLives's Website and business model.

AuLives is located at:

AuLives Limited (Alpha Management)
Office 2408 South Tower
Emirates Financial Towers
DIFC – Dubai International Financial Centre
Dubai
United Arab Emirates

By accessing this website we assume you accept these Terms and Conditions in full. Do not continue to use AuLives's website if you do not accept all of the Terms and Conditions stated on this page. These Terms and Conditions always apply when you use or purchase products and/or services offered through our website. It provides important information for you as an IBO/Customer. Therefore, always read the Terms thoroughly. We strongly advise that you save or print these conditions so you can read them whenever convenient.

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1. Introduction

AuLives is a company operated with the highest ethical standards of network marketing. Any individual implying that an Independent Business Owner (IBO) will achieve financial success without working the program or by relying solely on the efforts of others should be disregarded. Furthermore, any individual that relates compensation and financial success solely to recruiting efforts rather than actual sales for ultimate use by customers is eventually destined not to be successful.

An AuLives IBO is an entrepreneur and like any other independent business person, his or her success or failure depends on his or her personal efforts. No direct sales company can legitimately guarantee its independent business partners/owners any particular income, profit or success. Our Company provides an opportunity for IBOs and customers to enrich the quality of their lives by using our products and/or services. The Company also provides equal access to financial success for any IBO willing to work, cooperating with the Company in the promotion and sales of AuLives products and services.

2. Scope of Validity

On all agreements, products and services offered through AuLives the Terms and Conditions are exclusively applicable, unless expressly agreed otherwise in writing. In the event of invalidity of one or more provisions of the General Conditions, the remaining provisions shall remain in force. The term “writing” in this Agreement also includes communication by e-mail and fax, provided the identity of the sender and the integrity of the e-mail are sufficiently established.

3. The Company, Independent Business Owner and Back Office

AuLives is a Network Marketing company, a company that offers a variety of products and services, along with a business model/opportunity as an Independent Business Owner (IBO).

The products and services offered are diversified and include a cryptocurrency called Secured Gold Coin (SGC) that is backed up (secured) by gold. On top of this, there are a number of online accredited educational courses that can be purchased giving the individual first class education that can in course lead to a bachelor degree.

The Company supports the IBO with online material presented in a personal online back office for the IBO. Upon registering as an IBO, you are entitled to use a custom made back office for marketing and administrative purposes.

The back office provides an overview of commissions, bonuses, personal information, organizational sales, career growth, statistics and figures, documentation and promotional material that can be purchased. The back offices will from time to time undergo update maintenance. The IBOs success is solely dependent on the efforts and skillset of the IBO.

Based on the results of the IBO, he/she will receive certain bonuses and commissions for their marketing and sales activities. The types, amounts and conditions of the commissions and bonuses are described in the AuLives Compensation Plan. The IBOs are permitted but in no way obligated to recruit other IBOs. The IBOs should however, have a strong sense and desire to support the newly sponsored IBOs. In the end, the success of IBOs depend on the success of the newly sponsored IBOs.

Without proper guidance and the commitment to teach and nurture new IBOs, failure is almost guaranteed. Therefore, the Company strongly advises IBOs to always support their organization.

4. Intellectual Property Rights

Other than content you own, which you may have opted to include on this Website, under these Terms, AuLives and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

5. Restrictions

You are expressly and emphatically restricted from all of the following:

- publishing any Website material in any media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is, or may be, damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- using this Website to engage in any advertising or marketing;
- Any IBO who uses a domain name utilizing any of the AuLives trademarks without written approval by AuLives must be aware that legal action can follow.

Certain areas of this Website are restricted from access by you and AuLives may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

6. Advertising & Promotional terms

- 1.** The name AuLives is protected by trademark. AuLives hereby grants each IBO a limited, non-exclusive license to use the trademark in conjunction with the performance of IBO duties and obligations under the IBO Agreement and the corresponding Regulations specified in this document. The AuLives trademark is and shall remain the exclusive property of AuLives. It is prohibited for the IBO to modify or create their own trademarks, websites or other IP rights that cover the Company's logo, labels, titles, product or trade names and designs.
- 2.** An IBO may develop their own marketing techniques, as long as they are not in violation of any conditions of the Regulations, or any legal regulations in force. Unless AuLives' prior written approval is received, the use, production or sale of any sales aid or materials other than those provided by, or approved in writing by AuLives to other IBOs for use in promoting AuLives products/services is prohibited.
- 3.** IBOs agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the products/services or AuLives marketing program, or in any other manner, any material which has not been copyrighted and supplied by AuLives, unless such material has been submitted to AuLives and approved in writing by AuLives, before being distributed, published or displayed. IBOs agree to make no false or fraudulent representations about AuLives, the products/services the AuLives Compensation Plan or income potentials.
- 4.** In addition, IBOs are allowed a limited license to download approved AuLives images from its website in conjunction with the performance of IBO duties and obligations under the IBO Agreement and corresponding AuLives Policies and Procedures. However, AuLives has certain images on its website that are prohibited from downloading. These images will be specifically marked as "copyrighted" and cannot be downloaded.
- 5.** All AuLives materials, whether printed, electronically produced, generated on film, or produced by sound recording, are copyrighted and may not be reproduced, in full or partly, by an IBO or any other person, except if authorized by AuLives. Permission to

reproduce any materials will only be considered in exceptional circumstances. IBOs are prohibited from making audio or video recordings of speeches, discussions or presentations made by any AuLives corporate officers, authorized agents, representatives or employees, unless specifically authorized in writing or publicly announced by an AuLives corporate officer. An IBO may not produce, sell or distribute literature, films, electronic or computer generated print media, or sound recordings that are deceptively similar in nature to those produced, published and provided by AuLives for its IBOs. Nor may an IBO purchase, sell or distribute non-company materials, that imply or suggest that the materials originate from AuLives.

- 6.** It is prohibited for the IBO to resell gift codes or coupons for a lower price than its original purchase price.
- 7.** It is prohibited to offer and sell AuLives services via (online) public or private markets (i.e. Ebay/Amazon or any other similar market), department stores or auctions.
- 8.** IBOs are strictly forbidden to sell their marketing/promotional material to other IBOs or to send out spam messages, faxes or emails to others.
- 9.** IBOs are allowed to purchase goods for their families and of course personal use or to promote their business activities. The IBOs should keep in mind not to outdo the standard necessities within a certain domestic household.
- 10.** Any inquiries by the media must be referred immediately to AuLives. The purpose of this policy is to ensure an accurate and consistent public image. An AuLives IBO is prohibited to act as a spokesperson for AuLives or to make statements for the mass media on behalf of AuLives.
- 11.** AuLives IBOs are prohibited from recording, filming, taping or otherwise capturing or broadcasting in any form whatsoever any Speaker or Celebrity presentations or appearances at an event unless specifically authorized in writing or publicly announced. IBOs are prohibited from altering, modifying and/or transferring press releases and/or celebrity pictures to benefit their personal advertising purposes. IBOs are prohibited

from using, reusing, broadcasting, displaying, reproducing, distributing and reprinting, in any form and through any media, the image or likeness in a photograph, videotape, film, digital medium, illustration or art work, the name, voice and biographical information of any Speaker or Celebrity, in which it may be construed as a celebrity endorsed product advertisement, unless otherwise approved in writing by AuLives.

12. IBOs agree to make no false or fraudulent representations about the Company, the products, Compensation Plan or income potentials. It is prohibited to recruit new IBOs through the presentation of false high-income statements. The IBOs are encouraged and instructed by the Company to thoroughly explain how to achieve certain career positions within the company and thereby also clearly explain that the highest positions are only achievable through the utmost commitment, hard work and continuous effort of the IBO to reach the top.

13. Any IBO who uses a domain name utilizing any of the Company's trademarks (i.e. "AuLives" etc.) without written approval of the Company must be aware that legal action can follow. IBOs must continue to adhere to all other Regulations and the Advertising & Promotional Terms herein as well as stating on their website(s) they are an AuLives IBO. Testimonials, health/medical claims, income claims, disparaging domain names, comments, remarks, etc. with regard to the products will not be allowed. The IBOs may however support other IBOs in getting familiar with their back offices and accounts. The IBOs should always bear in mind not to violate any rules and regulations set by the Company and should definitely not harm the Company's image or their fellow IBOs. This is also applicable for associated companies or third parties.

14. IBOs are obliged to present themselves as IBOs at all times. It is also prohibited for IBOs to provide false information on their career position within the Company. All personal website, business/visit cards, clothing, recognition pins, name tags, advertisements or any other promotional materials must include correct information. IBOs are independent individuals and should act, present themselves accordingly. It is prohibited for an IBO to use the name of the Company to apply for loans, setting up long or short-term contracts or incurring expenses in the name of the Company.

15. The Company will notify its IBO via email or Social Media on events organized by the company. The times and location of the events may at the sole discretion of the Company be changed. It is also possible that the Company decides to postpone or even cancel an event if the Company deems it necessary.

16. IBOs are only allowed and encouraged to operate their business activities in countries where the Company has officially presented itself. These countries will be listed on the website of the Company.

17. The IBOs that are utilising a car from the AuLives car program are obliged to keep the vehicle clean and in good condition. Other name designations than those already made by AuLives are not allowed unless agreed in writing by AuLives. IBOs are not allowed to put AuLives printings/logos on a car unless agreed in writing by AuLives.

18. In case of violating any of the Company rules, regulations, policies, general conditions, ethical rules or any other provisions, the IBO should inform the Company immediately.

7. Registration

1. Any person that is at least 18 years of age and wishes to become an IBO of the Company can do so through a referral link of an existing IBO or directly through the Company. When choosing the latter, the Company will randomly and at its sole discretion connect the new IBO with an existing IBO.

2. The Company reserves its right to reject an application at its discretion and without providing a reason.

3. Registration as an AuLives IBO is neither paid for nor does it require any purchase or order of any products or services with the exception of a required one time administration fee, which is non-commissionable and charged at cost.

4. During the registration process, the IBO chooses a username and password which he/she can use to log in to the website after completing the registration. The person in question is solely responsible for choosing a sufficiently reliable password. The IBO must keep the username and password strictly confidential. The Company is not liable for the abuse of login data and should always assume that an IBO who logs on to the Website is actually that Partner.

5. All details/information etc. implemented and submitted through the account of the IBO is the exclusive responsibility and risk of the IBO. If the IBO knows or suspects that his/her credentials have come into unauthorized hands, he/she must change his/her password as soon as possible and/or inform the Company, so that appropriate action can be taken.

6. The Company does not exclude the possibility of certain partnerships and the registration of companies. To avoid friction between parties and to ensure a proper registration process, the parties in question that wish to create partnership, are obligated to submit an official Chamber of Commerce (or equivalent) extract as well as providing a valid VAT number. To increase the chance of approval/acceptance, the Company strongly advises to implement official apostille stamps on the extracts.

7. In the event of a married couple, AuLives permits a married couple to conduct the AuLives business as two AuLives IBOs with two independent AuLives accounts or jointly as one AuLives IBO with one joint AuLives account. Each spouse shall in every case undertake to sign the Application Form and the IBO Agreement and they are jointly responsible for performing the Agreement and for any violations of the Regulations. Furthermore, spouses are obliged to have the same sponsor or one spouse can sponsor the other. In the case of a divorce or separation between spouses who jointly run a AuLives business, AuLives requires a document signed by both spouses that clearly indicates who will continue running the business. If AuLives does not receive this document within one (1) month after the date of divorce, AuLives has the right to assume that the first spouse mentioned on the application form will be the future sole IBO that operates that particular account.

8. Changes in personal information must be kept up-to-date by the IBO. In the profile section of the back office, an IBO may implement necessary changes. Some of the information can only be changed through a written request. Once the IT department has received the request, changes will be made if agreed upon.

9. An IBO cannot request a placement change after sending the application form in the final step of the registration process.

10. An IBO can and may request a change of sponsor. In this case his/her current position must be inactive for a period of 26 weeks. After this period he/she can make a new application with his/her desired sponsor.

11. An AuLives IBO has the status of an independent sole proprietor. In no provision herein, or described in the Regulations, shall the IBO be deemed as an employee, agent or representative of the Company. The IBO, as a sole proprietor, runs his/her business at their own risk and under their management, at their own determined time and place, and supplies all of his/her own equipment and tools for operating their AuLives business, such as: telephones, professional services, office and transport. The IBO is fully responsible for any third party claims including but not limited to damages, liabilities, fines or material breaches in relation to the IBOs activity.

12. IBOs are allowed to have one (1) membership or position within the network of the Company and the Company is not responsible for multiple accounts.

8. Revoking Agreement

- 1.** Even though IBOs enter into a business agreement with the Company with a status of an entrepreneur and not a Customer, the IBOs are granted the right to revoke the Agreement freely. IBOs may rescind the Agreement with the Company within 14 calendar days from the date of application, without giving any reason. The IBO bears only the costs for returning the product(s) or service(s). Any fees paid by the IBO for the shipment and payment of the product(s) or service(s) will not be refunded to the IBO along with the one time administration fee.
- 2.** The IBO may withdraw the Agreement by sending an email to support@aulives.com or compliance@aulives.com. Immediately, and ultimately 30 calendar days after the day on which the IBO has informed the Company of the withdrawal of the Agreement, the Company must refund the IBO as explained in the Company refund- and cancellation policy.
- 3.** Opened product packages or already used services will not be refunded and will be deducted from any total amount due. Used services indicate that the IBO has accessed the services by electronic means.
- 4.** An IBO may re-apply to become a member of AuLives. In this case, the account of the IBO must have been inactive for a period of 26 weeks.

9. IBO Agreement

1. IBOs should at least be 18 years of age.
2. An IBO is an independent Business Owner and not an employee, legal partner, legal representative or franchisee of AuLives . An IBO understands and agrees that only he/she will be solely responsible for paying all expenses incurred by him/herself, including but not limited to travel, food, lodging, secretarial, office, telephone and other expenses. An IBO will not be treated as an employee of AuLives for any purpose. AuLives is not responsible for tax withholding, and reserves the right to refuse to withhold or deduct from the IBO bonuses and commissions for taxes of any kind, even if they requested or agreed in order to comply with any governmental order of backup withholding. They understand that it is their sole responsibility to pay all applicable federal and/or national and/or state taxes and/or license fees that may become due as a result of their activities as an IBO.
3. If eligible, the IBO will be compensated for the products they sell and the products sold through their sales organization. AuLives never compensates for the mere act of sponsoring. The sale of products to end consumers must be emphasized in all presentations. The entire success of the IBO is the sole responsibility of the IBO and it entirely depends on the efforts made by the IBO. Merely participating in AuLives does not bring the IBO any guarantees of compensation. The compensation for IBOs is always sales-based.
4. The IBO must act ethically and responsibly always. Furthermore, the IBO will act with the utmost integrity and objectivity, striving at all times to enhance the reputation and performance of the Company.

10. Usage of Products and Services

- 1.** When the application process to become an IBO has been realized and the Company has accepted the application, the IBO will be granted access to his/her personal back office. At the same time, the IBO will have access to products/services purchased. By logging into the back office for the first time, the IBO understands that he/she has used the products/services of the Company.
- 2.** The back office is a unique system created by the Company for its IBOs. The back offices are a mere tool for the Partners to excel their businesses and organizations and closely keep track of records, figures and administration. It is prohibited for the IBOs to alter or modify their back offices.
- 3.** The IBO understands that the Company is not liable for in the event of late, incorrect or faulty delivery or defects of or to the products delivered by the Company, the latter shall not be liable in any way for the resulting damage caused by this, except to the extent that intention or wilful negligence of the Company or of managerial subordinates of the Company is concerned.
- 4.** The Company is never liable for any consequential damage on the part of the Customer, including but not limited to consequential and/or collateral damage such as lost profits or loss of interest.
- 5.** The Company shall not be held liable if obligations arising from an agreement cannot be fulfilled due to force majeure.
- 6.** AuLives encourages the IBO to inspect the delivered Products and to report defects promptly, preferably in writing or by e-mail.

11. Non-Compete – Duty of Loyalty, Poaching, Agreements, Ownership and Enforcement

Duty of Loyalty

The IBO may not engage in any activities that directly or indirectly compete with the Company's business. While performing his/her activities, the IBO may not disclose the Company's confidential information. The IBO must continue to keep confidential the Company's confidential information, trade secrets and business opportunities and restrain from disclosing information to third parties.

Solicitation of Employee / Poaching

During the IBO Agreement the IBO may not solicit current IBOs of the Company, and in some cases, former employees for the purpose of sponsoring into another company that competes directly with the Company's business interest. This requirement also extends to the Company's customers, whereby the IBO may not poach the Company's customers to promote another competitive business. It is prohibited for the IBO to poach the Company's IBOs for the sale of goods/services for other companies.

Agreement with Competitors

The IBOs are permitted to sell goods or services for other companies only when these companies are not (in) direct competitors of the Company. In case an IBO works in several companies, the IBO must organize their business activities properly and not mix their activities with the activities conducted on behalf of AuLives. IBOs are therefore prohibited to sell AuLives products or services in the same place as the other company or companies.

Enforcement

In case the Company determines that an IBO or former IBO has violated any of the above, the Company may seek remedies in court for any lawful provision that are necessary to protect the Company's business interest and goodwill.

12. Confidentiality

Downline reports, all other reports and genealogical information, including, but not limited to downline sales organization information and commission recap statements, are proprietary and confidential to the Company. Every AuLives IBO that is provided with such information must treat it as confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his or her downline sales organization.

As a result of becoming a IBO with AuLives, the IBO will have access to confidential information which they acknowledge being proprietary, highly sensitive and valuable to the Company's business and is being made available to them solely and exclusively for purposes of supporting the sale of AuLives products/services. Furthermore, this has been made possible for the prospecting and training of third parties who may desire to become IBOs and to further build and promote the Company.

Trade secrets or confidential information means information, including any formula, pattern, compilation, program, device, method, technique or process, that: a) derives independent economic value, actual or potential, from not being generally known to other people who can obtain economic value from its disclosure or use; and b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. These obligations and responsibilities remain in force also after the termination of the Agreement with the Company.

13. Duration, Termination and Re-Application of the IBO Agreement

The IBO Agreement, the Terms and Conditions and the Compensation Plan, together form the entire agreement between an IBO and the AuLives. The duration of this agreement is indefinite and each of the parties of the IBO Agreement may terminate the IBO Agreement with a one (1) month notice based on the mutual agreement of both parties or a unilateral written declaration of will on the termination of the IBO Agreement by a party with effect at the end of the following month.

If the IBO chooses to resign by written notice, all parties listed on the IBO Agreement must sign the letter. Once the IBO has voluntarily resigned, their AuLives business will be terminated and will no longer exist. All domains, which include the name of the Company or any other business name, product, service that is owned by the Company or its strategic business partners, may no longer be used by the IBO once the agreement is concluded.

Furthermore, the IBO hereby agrees that he/she has no longer the right to claim commissions and bonuses once the agreement has been terminated. The IBO who resigns by written notice may re-apply as an IBO under the original sponsor or may re-apply under a new sponsor after a 26 weeks waiting period. If the IBO chooses to re-apply, whether under their original sponsor or a new sponsor, they will be placed at the bottom of that sponsor's downline organization. In any case, the IBO must complete an application form and receive the Company's written approval.

14. Transfer of Ownership

An IBO is allowed to transfer their rights of ownership to an inheritor/beneficiary at any time. The IBO is obliged to receive a prior written consent of AuLives.

The IBO is obliged to provide a signed agreement by both parties which clearly states that the IBO will transfer their rights and that the successor agrees and understand the terms and conditions set forth in this document.

The individuals in question also fully understand that in the event of transferring rights of ownership, AuLives collects an administration fee to the amount of EUR 100, which must be paid either by the existing or new IBO.

The transfer of ownership can only be concluded in case the IBO has not yet terminated his/her agreement with the Company and has not violated the Terms & Conditions.

If an IBO, a natural person not acting in exercise of his profession or business, for some unfortunate reason passes away, his/her account may be taken by his children or wife/husband or parents or brothers and sisters in first line only after written approval by AuLives.

The children or wife/husband or parents or siblings in first line must file a request to AuLives within 4 months and provide a death certificate. When transferring the ownership of rights, the new IBO must sign an agreement and thereby accept the rights and obligations of the late IBO.

In case of a married couple, a legal entity or partnership registered under one IBO account, decide to end their cooperation internally, the Company must be notified on this decision.

The account holders can internally decide who will continue the business activities. In case disputes arise, the IBO(s) in question can discuss the matters with the IBO Council.

15. Violation of the Regulations

If the Company discovers any violation of the Terms and Conditions or any other agreement, the Company will directly start an investigation.

- 1.** The first step is that the Company provides the IBO in violation a reasonable time to rectify the situation and breach of violation. The minimum period the Company gives will always be 7 days, but for some violations or because of other reasons, the Company can give the IBO more or less time.
- 2.** If the IBO stops the violation the case will be closed. If the IBO does not stop the violation within the period given by the Company, the Company will freeze their account or any other accounts found to be directly related/linked accordingly. All lawyer fees and other costs must be reimbursed by the IBO in violation. The IBO is also liable for any damages that are incurred by the Company through the breach of agreements entered into.
- 3.** If the IBO cannot prove that the accusation(s) is/are not valid, his/her account will be frozen for 30 days. When a position has been frozen, the IBO cannot login to his/her back office. The individual will earn on his/her account, but his/her earnings cannot be transferred to his/her e-wallet during the time of the investigation. Also he/she is not entitled to be present at meetings and is not allowed to represent him or herself as an IBO.
- 4.** After 7 days, if the accusation is not proven wrong, then the case will be closed, the account will be terminated and the Company will hold commissions/bonuses from the IBOs e-wallet for one (1) year. After one year, the held funds will be used for charity purposes. If the IBO proves that the accusation was wrong, then he/she receives his/her account and his/her earnings back and the account will be de-frozen.
- 5.** The Company can take direct legal action against the IBO if this is necessary to protect the interests of the Company.

16. Protection of Downline Organization and Crossline Sponsoring

As part of AuLives' Corporate Management, Social Responsibility and Code of Ethics, the Company has initiated a special "Code of Ethics" to protect its IBOs. This protection counts for each and every IBO who opted in to promote the AuLives business. There is no differentiation made between the IBOs – the "Code of Ethics" count for everyone.

The IBOs of AuLives are strictly instructed to not raid and consciously target certain downline organizations within AuLives or any other company. This course of actions is considered as an improper business practice. While at the same time raiding is discouraged, it is also strictly prohibited to provide false and misrepresenting information with the mere purpose of increasing sales.

As an IBO within AuLives, you must bear the responsibility of treating your downline organization with utmost respect, meaning providing support and information whenever possible in an upright and honest manner.

17. Crossline Sponsoring

Within the organization of AuLives, it is firmly prohibited to crossline sponsor or otherwise sell goods and services to the downline organization of a crossline. Crossline sponsoring means an existing IBO soliciting another existing IBO to join his/her downline organization. This is an issue of questionable integrity and unethical behaviour as well as a direct violation of the Terms and Conditions.

IBOs stipulate and agree that crossline sponsoring or recruiting constitute an irrational and unjustified intrusion with the pledged and contractual relationship between the Company and its IBOs. IBOs further agree that any violation of this decree will impose direct and irreparable damage on the Company.

In addition, it is also forbidden to indirectly or directly beseech an IBO of AuLives or a group of IBOs to decrease their level of activity with the Company or to leave the company completely.

Not abiding these rules and regulations can cause the termination of the IBO Agreement of the IBO in violation. Using a different name, the names of friends, relatives, partners or any third party in order to avoid this provision is strictly forbidden. Even after termination of the Agreement, these provisions will be in effect.

18. Commission and Bonus Manipulation

The manipulation of commissions and bonuses is strictly forbidden. Any attempt to abuse the bonus system or obtain bonuses and commission by manipulation of the rules will result in the removal of all bonuses and suspension of the IBO account.

Bonus abuse includes, but is not limited to, altering account details to be eligible for bonus structures, creating multiple IBO accounts, manufacture false claims about performances or results or moving funds between accounts to access bonus funds.

It is also prohibited to recruit and sponsor IBOs who in reality are not involved in business activities related to AuLives. Using a different name, the names of friends, relatives, partners or any third party in order to avoid this provision is strictly forbidden.

19. Payment Options

The following payment options are accepted by AuLives for the purchase of products and services:

- Manual Transfer
- E-wallet payments

The Company reserves the right to change the above-mentioned list of payment options from time to time while trying to provide as many options as possible.

20. Price Adjustments

AuLives reserves the right to increase or otherwise decrease the prices for goods and services offered to the extent that AuLives may deem warranted as a result of increases in the cost of labour, materials, freight rates or overhead, or because of taxes or other charges imposed by the governmental authorities upon the production or sale of such products or upon energy or materials used in the manufacture thereof.

Discount provisions otherwise applicable shall continue in force even though the prices may be changed. Price increases shall take effect after written notice to the IBOs and shall apply to all goods and services subsequently shipped/transferred while such increased prices remain applicable.

The Company also reserves the right to implement changes in commissions and bonuses according to the AuLives Compensation Plan. Before any of these changes come into effect, the IBOs will be given prior notice.

21. Limitations on Damages

To the extent permitted by law, the Company and its affiliates, officers, directors, employees and other representatives shall not be liable for, and IBO hereby releases the foregoing from, and waive any claim for loss of profit, incidental, special, consequential or exemplary damages which may arise out of any claim whatsoever relating to the company's performance, non-performance, act or commission with respect to the business relationship or other matters between any IBO and the Company, whether sounding in contract, tort, or strict liability.

Furthermore, it is agreed that any damages to IBO shall not exceed and is hereby expressly limited to, the amount of unsold Company programs, services and/or products of the Company owned by IBO and any commissions owed to IBO.

22. Payment Terms

AuLives will invoice the purchaser for the products/services on the day of purchase. Remittance of invoices from seller to purchaser shall occur instantly of any shipment of products/services.

Payment of each invoiced amount is due instantly of the invoice date and time by purchaser, unless otherwise mutually agreed in writing by both purchaser and seller. The purchaser is entitled to use one of the payment options as specified on the website of AuLives in the purchase section.

The delivery terms are only provided by way of information and do not bind the seller. Delay in delivery does not entitle the purchaser to make any claims for compensation or dissolution of the agreement. Complaints regarding the delivery must reach us within eight days after delivery.

If we are unable to execute the agreement as a result of force majeure, strike, lockout and suchlike, we reserve the right to terminate the agreement without any compensation being required.

In case of non-payment we reserve the right to stop further deliveries, performances and services. In case of non-payment we reserve the right to cancel the agreement by operation of law and without prior notice to consider notice of default as dissolved for the whole or the part not yet executed.

The goods are shipped at the risk of the purchaser. Transport costs are, unless otherwise specified, at the expense of the purchaser.

Any objection against the invoice must be made in writing within eight days after the invoice date. The purchaser is requested to state the date and number of the invoice.

23. Compensation

The AuLives Compensation Plan provides a commission/bonus paid for performances and upon achieving the required conditions for such commission and bonuses. The commissions and bonuses are under the rules defined in the Compensation Plan and are transferred to the e-wallet of the IBOs on a weekly basis.

If the IBO has questions about or believes any errors have been made regarding bonuses, downline activity reports, charges, or changes, the IBO must notify AuLives within fifteen (7) days of the date of the purported error or incident in question. AuLives is not responsible for any errors, omissions or problems not reported within fifteen (7) days.

The minimum amount of withdrawing Commissions is: EUR 100. Payment service providers or banks might charge a commission, which the IBO has to pay in order to complete the transaction(s). This commission may differ due to the different payout options we offer.

AuLives advises its IBOs to read the Terms and Conditions of 3rd parties, in this case payment service providers. Payments to an unfamiliar bank account or a bank account, which has a different IBO address than indicated in the application form, will not be processed. In the case of legal entities, payments are made to the registered office of a legal entity.

It is not possible to pay into the bank account of the branch of a legal entity. The IBO is obliged to give the bank account number for payouts within 90 days from the registration date on.

An IBO is exclusively responsible for VAT registration and for fulfilling duties related to financial statements, in no event is AuLives liable for such duties. Moreover, all IBOs are solely responsible for the payment of income tax, social security and any other related taxes; AuLives is not liable for such payments under any circumstances.

The Company reserves the right to request a proof of identity prior to transferring commissions or bonuses. The proof of identity may be fulfilled by means of a passport or valid identity card along with a utility bill. In case the IBO has opted in by registering a company, the IBO must also provide AuLives with an extract from the Chamber of Commerce and a VAT ID.

In case the IBO has not provided the afore-mentioned documentation, the Company reserves its right of withholding any commissions and bonuses in accordance with the law. If such retention occurs, the IBOs hereby agree that they are prohibited to mandate interest on commissions and bonuses due. In case the IBO loses his/her qualified IBO position, all claims to commissions and bonuses become automatically invalid. AuLives does however provide the possibility for an IBO to requalify. In this sense, all preceding commission and bonus claims will not be honoured.

24. Incorporation of the Compensation Plan

The AuLives Compensation Plan is a unique plan, which contains a set of specific rules, regulations, terms and policies. The IBOs hereby accept and understand that the conditions, regulations and rewards described in the Compensation Plan are an integral part of the Terms Conditions.

The Company is fully entitled to modify the Compensation Plan from time to time in order to excel the AuLives business. These changes may occur due to market developments or changes in law and regulations.

The Company shall always keep the IBOs best interest at heart. An IBO has the right to object to the changes and can nullify his/her agreement with the Company. The IBO also understands that not objecting within 14 days after the changes are enforced, will automatically mean that he/she agrees to the amendments.

Once an individual has submitted his/her application to become an IBO, he/she automatically accepts and agrees that the Compensation plan and its rules and conditions are a vital element of the Terms & Conditions.

25. Withdrawals, Return and Reimbursements

Any IBO may withdraw their purchase within 14 calendar days of receiving their order confirmation. The Company will request the IBO to provide a reason for cancellation in order to improve the Company's overall performance. An IBO is entitled to a full refund of the price paid. For the avoidance of doubt, the cancellation period will expire after 14 days from the date of the order confirmation. **Please note that the one time administration fee will not be refunded.**

Once an IBO decides to withdraw their purchase within the period given, the IBOs unique ID number and username will be erased from the system. This will cause the IBO not being able to login to his/her back office. This means that the IBO can no longer receive commissions and bonuses and any commissions and bonuses to be received by the IBO will be deducted from the total reimbursement amount.

To cancel an order, you must inform us by calling our helpline or let us know of your decision to cancel the agreement by emailing support@aulives.com or in writing to the following postal address:

AuLives Limited (Alpha Management)
Office 2408 South Tower
Emirates Financial Towers
DIFC – Dubai International Financial Centre
Dubai
United Arab Emirates

You may also fill in the cancellation form on our website. Once you've completed the form, please submit it electronically to the email address above or post it to the postal address above marked for 'Refund and Cancellation'. If you do not use the cancellation form you must clearly state your intention to cancel the order.

To meet the cancellation deadline it is sufficient for you to send your communication concerning exercising the right to cancel before the cancellation period has expired.

Once the IBO has paid for his/her order, he/she will be able to login to his/her back office. By logging in for the first time, the IBO accepts the products/services and is no longer entitled to receive a reimbursement for the educational courses when withdrawing the purchase. An IBO can only cancel the purchase of goods/services in case he/she has not logged in for a period of 14 days from purchase date of such. **Please note that the one time administration fee will not be refunded.**

The Company will process the reimbursement promptly once it has been determined that the IBO in question meets the reimbursement standards. When this part has been determined, the Company will reimburse the IBO within 30 working days of receipt of the withdrawal date.

If we cancel an educational course before the course start date, you will be eligible for a full refund of the course fee. The refund will be made using the same method of payment that you originally used when making your purchase unless otherwise expressly agreed with you. In any event you will not incur any fees as a result of this reimbursement. **Please note that the one time administration fee will not be refunded.**

26. Data Protection Policy

Privacy and data protection are important for AuLives and all legal entities involved. Protecting information, which is stored on AuLives systems or provided to us and relating to individuals is key. We collect "Personal Data". This means any information relating to an identified natural person, or identifiable natural person on the basis of the data provided to us or stored and processed by us, or for us. This Data Protection Policy informs how we ensure privacy and the confidentiality of Personal Data. We undertake all legally required measures to be compliant with applicable privacy laws in the jurisdictions we are active. AuLives is committed to maximizing your experience on its website and its systems in accordance with the General Data Protection Regulation (GDPR). This policy describes the information we gather, how we may use those Personal Data, the circumstances under which we may disclose such information to third parties and what we undertake to be compliant with applicable privacy laws in the jurisdictions we are active.

Collecting of Personal Data

When you access or use the AuLives website or communicate with us, we may collect some information, including: your email address, virtual currency addresses, mobile phone number, alias, password, and any other information you choose to provide. In addition we may also log information, including use of the services, the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to us and features of your mobile device and network used to access us online. We may also obtain information from other sources and combine that with information we collect through our services. We may use third-party services co-branded as AuLives. We will personalize your online experience with us by applying "cookies", small text files stored on your computer to make the site more useful by providing us. Any Personal Data collected through cookies will be treated in accordance with this Data Protection Policy. If you have set your browser to warn you before accepting cookies, you should receive a warning message with each cookie. You may refuse cookie by turning them off in your browser, however, you should be aware that our site, like most other popular sites, may work less well when cookies are disabled.

Legal Grounds

AuLives only collects data when there are legal grounds to do so. These legal grounds consist of:

- The performance of a contractual agreement
- In case there is a legitimate interest: for example, when the processing enables us to enhance, modify, personalise, or otherwise improve our services to the benefit of the websites users or to enhance the security and protection of our services and for marketing purposes.
- Based upon your consent: for example, when you contact us through our web-sites chat function or when subscribed to our newsletters

Use and Disclosure of Personal Data

Save for exceptions under law where we will notify if legally allowed, we will not use your Personal Data without your consent and only use/process/or disclose Personal Data internally in order to:

- Determine your preferences;
- Improve on service and product;
- Manage and develop our business and operations;

Be compliant with relevant laws, rules and regulation AuLives is subject to from time to time in its jurisdiction.

We also reserve the right to use aggregated Personal Data not relating to any individual and such Data may be collected, stored and/or processed by third party service providers or by affiliated entities to perform functions on our behalf. All subject to this Data Protection Policy.

Occasionally, we may employ and share your personal information with vendors who use it solely to provide support for the internal operations of our website (e.g., technical support and network delivery) or social features of our products. These entities will not use your personally identifiable information for any other purpose, and have agreed to maintain the confidentiality, security, and integrity of the personal information they obtain from us.

Except when required by law or subject to a lawful exception or consent, we will require any person to whom we provide Personal Data to agree to comply with our Data Protection Policy as it reads from time to time. We will require any third party, seeking access to data we hold to have obtained a Court Order of a court, or proof that they are legally allowed to access your data and that the request is valid and within their respective powers.

Personal Data Processing

We will not use/collect/ or disclose Personal Data outside of the purposes of which we have informed you in this Privacy Policy. So far as it is under our reasonable control we shall ensure that your Personal Data is accurate and up to date.

Security of Your Personal Data

Appropriate safeguards and security measures are in place. Please note however, your Personal Data comes to us via the internet and as such we cannot give any warranty or assurance that the means where information is conveyed to us are safe, reliable or have integrity.

We audit our procedures and security measures regularly to ensure they are effective and appropriate. Our site has security measures in place to protect against the loss, misuse and unauthorized alteration of the information under our control.

The length of time we retain Personal Data outside backup systems varies depending on the purpose for which it was collected and used. This period may extend beyond the end of the particular relationship with us but only for so long as we are contractually bound to do so, or so far as is necessary for audit or other accounting purposes.

When Personal Data are no longer needed we have procedures to destroy, delete, erase or convert it into an anonymous format. We reserve the right to maintain your Personal Data as part of our standard back up procedures.

Storage of Personal Data

Personal Data is stored in accordance with applicable laws of the jurisdiction of the data subject, at secure locations in the EU and appropriate security standards are in place. In regard to data subjects resident in the EU, where required, we will register with appropriate national data protection / information protection authorities.

Your Rights

Your rights regarding the information AuLives collects:

As a subject have the following rights:

- The right of inspection. This means that you can request access to the personal data we have collected from you. We will send you your data in a.csv-file.
- The right to rectify your data if it is incorrect.
- The right to delete your data
- The right to object to (future) processing of your data or to limit it provided there is no legal bases that prevents this.
- The right to revoke your consent to processing that you have issued. For instance, if you don't want to receive our newsletters anymore.
- The right of data portability. This means that you can request us to hand you over the (digital) information we have collected from you (with your consent) so you can hand this over to another data controller.

If you want to make such a request please contact us via email at privacy@aulives.com. We will take action upon your request within one month and send you a confirmation.

Withdrawal of Consent

Except as required or enabled by applicable law, we will not use or disclose Personal Data for purposes for consent has either been refused or withdrawn, all to the extent that we may be legally obliged to do so and to the extent necessary to enforce any obligation you may have towards us under law. Some data must be shared with third parties, failure to do so may render a token, product or service inoperable or defective.

Changes in Policy

If we make changes to this Data Protection Policy that may impact you, we will provide notice of such changes as appropriate, such as by sending you an email notification to the address you've provided, and/or providing notice through the Services. If we make an administrative change, we may update the "Last Updated" date at the top of this

Privacy Policy.

Questions and Complaints

Questions about this policy, collection, processing, use and disclosure of and access to Personal Data, which is required by law to be disclosed, should be directed to privacy@aulives.com.

27. Use of Photographic and Audio-visual Material

At AuLives, we strongly believe and recognise that photographs, audio recordings and video footage are useful tools that can be used routinely in many ways which are advantageous to provide extended learning opportunities for our IBOs and to promote the profile of the Company. It is important to ensure the appropriate use of media and that consent is obtained from IBOs.

The IBO hereby agrees that the Company may collect and use his/her personal photographic and/or audio-visual material. The Company can use pictures, videos, voice recordings, statements any other form of material derived from the IBOs.

Only by receiving a written request from the IBO stating that he/she would like to stay anonymous, the Company will stop using the material within a 14 days period.

28. Severability

Should any part or provision of the Terms and Conditions be held unenforceable or in conflict with the applicable law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected thereby. The void, ineffective or unenforceable provision shall be replaced by an appropriate provision, which most closely approximates to the sense and purpose of this agreement and which the parties to the agreement would have wished if they had taken into account the voidness, ineffectiveness or unenforceability.

29. Final Provisions

- 1.** Within the limits of reasonableness the Company reserves the right to modify and/or supplement this Agreement and all arrangements made hereunder between the parties, if in the Company's judgement circumstances warrant such modification or supplementation. In this case the IBO shall be notified in writing. The modifications and amendments shall be deemed to be accepted if the IBO does not object in writing within two (2) weeks after the announcement of the amendments.
- 2.** AuLives will draw the IBOs attention to this effect when giving notification of the modification. In case the IBO objects, the contractual agreement will then be continued without the proposed modification. This shall be without prejudice to the right of the parties to terminate the contract.
- 3.** If one provision of the contract hereto should be inoperative, this shall not affect the operability of the rest of the contract hereto.
- 4.** The Parties undertake to replace the invalid stipulation with another, which is as close as possible in its economic effects to the stipulation to be replaced.
- 5.** This Agreement constitutes the entire agreement between the parties and supercedes any prior proposals, negotiations, understandings, agreements or representations to the extent they relate in any way to the subject matter hereof.

