

# LOYALTY TERMS AND CONDITIONS

## *Wellous Membership Programme*

### 1. **INTRODUCTION**

- 1.1 Welcome to the Wellous Membership Programme platform (the "**Site**"). Please read the following terms and conditions (individually and collectively "**Terms**" or "**Terms of Service**") carefully before using this Site so that you are aware of your legal rights and obligations with respect to Wellous Sdn. Bhd. and its affiliates and subsidiaries (individually and collectively "**Wellous**", "**the company**", "**we**", "**us**" or "**our**") **YOU SHOULD AGREE TO THE TERMS OF SERVICE HEREIN BY CLICKING THE "I AGREE" OPTION BEFORE YOU MAY ACCESS AND/OR USE OUR PLATFORM OR SERVICES, IF YOU CLICK ON "I DO NOT AGREE" OPTION , YOU WILL NOT BE ABLE TO USE AND/OR ACCESS THE SERVICES PROVIDED ON THE SITE.** The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Site or its related services ("**Content**").
- 1.2 You hereby acknowledge that your access and use of our Services and/or register as our member constitutes your agreement to be bound by this Terms of Service, which establishes a contractual relationship between you and Wellous. This Terms of Service expressly supersede prior agreements or arrangements between Wellous with you (if any). Wellous may immediately terminate this Terms of Service or any Services or your membership with us, or generally cease offering or deny access to our Services or any portion thereof, at any time for any reason.
- 1.3 All data and/or password are end-to-end encrypted by us. Access to and the use of data and/or password protected and/or secure areas of the Platform and/or the use of the Services are strictly restricted to user with account only. You shall not obtain or attempt to obtain unauthorised access to such parts of this Platform and/or Services, or to any other protected information, through any means not intentionally made available by us for your specific use.
- 1.4 Supplemental terms may apply to our Services from time to time, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Wellous's Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms of Service for the purposes of our Services. Supplemental terms shall prevail over this Terms of Service in the event of a conflict with respect to our Services provided herein.
- 1.5 You may note that we may amend the Terms of Service related to the Services from time to time. Amendments will be effective upon our posting of such updated Terms of Service at this location or the amended policies or supplemental terms on the applicable Wellous's Services. Your continued access or use of our Services after such posting constitutes your consent to be bound by the Term, as amended or updated.

- 1.6 Our collection and use of personal information in connection with the Services is as provided in Wellous's Privacy Policy. Wellous may provide and utilize the personal information to any parties necessary to process, store the information and utilize them as we deems fit, including but not limited for the consultation of professionals, the filing of a complaint, dispute or conflict, use of point for the exchange of product purchase voucher, rewards on loyalty program, to ensure that the delivery address or recipient details are correct and/or accident which requires disclosure (whichever applicable).

## 2. **THE SERVICES AND PLATFORM FEATURES**

- 2.1 Our Platform is a website designed for our new Membership Programme which offers exciting rewards and benefits to our loyal customers.
- 2.2 User may register as our member to be entitled to all the exciting benefits and features. You may check your information, your points accumulated for redemption of our cash voucher for discount on your purchase of our products on our Platform. Not only that, the points accumulated by you will entitle you to different member's ranks which offer you with different exclusivities and privileges.
- 2.3 You agree to comply with any and/or all the notices, rules and policies, and instructions pertaining to the use of the Services and/or access to the Platform, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these notices, rules and policies, and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

## 3. **MEMBERSHIP PROGRAMME**

- 3.1 Wellous Membership Programme is a loyalty programme provides to Wellous loyal customers which allows you to be registered as our member and to accumulate point value (PV) for your purchases of our products. You will be entitled to accumulate points based on the PV that you collect for rewards, and that are redeemable based on reward ranks. You will also be entitled to redeem cash voucher, birthday treat, exclusive discount, and etc.
- 3.2 Wellous Membership Programme offers 5 different ranks, and there are **Standard, Pro, Premium, VIP** and **VVIP**. Members' ranks are based on the accumulated points and each rank come with different benefits and rewards as illustrated in the table below: -

Rank	Standard	Pro	Premium	VIP	VVIP
Points need to achieve	0 points (Join for free)	3,000 points	12,000 points	28,000 points	70,000 points
<b>Benefits &amp; Perks</b>					
<b><u>Rank Points &amp; Reward Points Multiplier</u></b> - Earned 1.0x of rank points and reward points.	x5	x6	x7	x7	x7
<i>* Our point currently is 1 PV = 1 Point</i>					

* <i>Special for 1-Mar-2023 to 31-Mar-2023: buy more than RM1.5k, get Premium Rank, buy more than RM2k, get VIP Rank</i>					
<b>Free Health Tips</b> - Free access of extensive range of informative health tips, including posts, videos, virtual talks, and much more.	Yes	Yes	Yes	Yes	Yes
<b>Company Newsletter</b> - Free access to our electronic copy of Company Newsletter in supporting of our support of ESG initiative.	Yes	Yes	Yes	Yes	Yes
<b>Rank Achiever Voucher</b> - Each rank upgrade comes with a free Rank Achiever Voucher. <b>Terms and conditions apply:</b>  * <i>The voucher is only given once for each rank achievement, so there will be no free Rank Achiever Voucher for previously achieved rank.</i> * <i>Customer will get all in-between vouchers if the customer has more than 1 rank upgrade.</i> * <i>Voucher is only applicable for normal price products.</i> * <i>The expiry of the voucher is 2 months from the date it received.</i>	RM10	RM30	RM50	RM80	RM100
<b>Account Manager</b> - Assist customer regarding to order/ product issue - Free healthcare general consultant - Update regarding new company update or promotion update		Yes	Yes	Yes	Yes
<b>Birthday Treat</b> - Celebrate your birthday month with a complimentary product. <b>Terms and conditions apply:</b>  * <i>Customer can select/amend one of product as a wish list before their birthday month / during birthday month</i> * <i>The free gift will be given out automatically with member purchase within birthday month.</i> * <i>1 month expiry from the 1<sup>st</sup> day of the birthday month.</i>		Gift: Selected Wellous Product			
<b>Exclusive Discount</b> - Enjoy special pricing on every purchase you make with our exclusive discounts <b>Terms and conditions apply:</b>  * <i>Cannot be used on promotion item, other discount voucher (but can use with cash voucher and rank archiver voucher)</i>			3% (Capped at RM30)	5% (Capped at RM50)	10% (Capped at RM100)
<b>VIP Invitations</b> - Exclusive events					Yes

**Notes:**

- *All new confirmed Wellous members will be entitled for the membership benefits for any purchase made within 6 months prior to their joining. (only applicable for purchase made starting 1st Jan 2023 onwards)*
- *Members to collect points based on the PV you accumulated from your purchases of our products. Members are to take note that all PV accumulated is only valid for a limited time and it will be expiring by the next year of 31 Dec.*

*The reward points collected only valid for a period of six (6) months from the time of award.*

- *Members' Rank will be based on the points collected from the PV accumulated from your purchases, and the reward points collected can be used to redeem cash voucher for your next purchases with us. However, members should take note that if your points are expired, you are not entitled to claim any cash voucher for the points you have collected before the expiry date, and also all points redeemed are not returnable.*
- *All cash voucher redeemed is only valid for a period of two (2) months.*
- *Members shall be active in purchasing our products in a period of twelve (12) months, if a member is inactive in purchasing our products for a period of twelve (12) months, your member's rank will be downgraded due to your inactivity. For the avoidance of doubt, "**active**" means any purchase of our products, and no minimum quantity of products must be purchased to maintain your member's rank.*
- *For the **free health tips**, all tips are given for informational purposes only. It is not intended to be a substitute for professional medical advice and should not be relied on as health or personal advice. You shall always seek the guidance of your doctor or other qualified health professional with any questions you may have regarding your health or a medical condition. You shall never disregard the advice of a medical professional, or delay in seeking it because of any information you have read or watched on any of our website and/or Platform.*
- ***VIP Invitation to Wellous events:** We will notify VVIP members of our events via our Platform. For each and every of our events, we will limit only first 100 VVIP members register for the event, all events reservation is on a first come first serve basis.*

#### 4. **YOUR USE OF THE SERVICES AND/OR REGISTRATION AS OUR MEMBER**

- 4.1 **Software & Platform:** By using the Services, the Platform and/or the software, and register as our member, you agree that:- **(a)** You shall only use the Services for lawful purposes; **(b)** You shall only use the Service for the purpose for which it is intended to be used; **(c)** You shall not use the Platform and/or the software for any unlawful, fraudulent or deceptive purposes; **(d)** You shall not use the Platform and/or the software to cause any nuisance, annoyance and/or inconvenience; **(e)** You shall not use the Services, Platform and/or the software for any purposes other than our membership programme; **(f)** You shall not copy, reverse engineer or distribute the Platform and/or the software or other content without the our prior written permission; **(g)** You shall only use the Platform and/or the software for your own use and will not resell it to a third party; **(h)** You are solely responsible to keep secure and confidential your login/account username and/or password or any identification we provide you which allows access to our Services and/or Platform; **(i)** You shall not employ any means to defraud us through any means, whether fraudulent or otherwise, through

any of our event, promotion or campaign; **(j)** You agree that the Services are provided on a reasonable effort basis;. and **(k)** You may use the Platform and/or the software only for your personal, non-commercial purposes and shall not use the Platform and/or the software to: (i) send spam or otherwise duplicative or unsolicited messages; (ii) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) damage, disable, overburden, or impair our servers or networks; (v) interfere with or disrupt the integrity or performance of our Platform and/or the software or the data contained therein; (vi) attempt to gain unauthorized access to us, the Platform and/or the software or its related systems or networks or the other users' accounts; (vii) cause or encourage conduct that would constitute a criminal offence, or that gives rise to civil liability; (viii) violates this Terms of Service; or (ix) fails to comply with applicable third party terms (if applicable); (x) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (xi) cause or allowed to be caused any matter which may damage our reputation or amount to being disreputable.

#### 4.2 **User Account**

An active personal user's or member's account ("**Account**") is required to use and/or access our Services. User/ Member must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18) with the legal capacity to enter into and form contracts under any applicable law. User/ Member who has breached or are in breach of the terms and conditions contained herein or user/member who have been permanently terminated or temporarily suspended from the use of any of our Services may not use the Services even if they satisfy the requirement. Account registration requires you to submit to Wellous certain personal information, such as your name, address, mobile phone number and age. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access and use of our Services or Wellous's termination of this Terms of Service with you. You are responsible for all activity that occurs under your Account, and you agree to always maintain the security and secrecy of your Account's username and password. Unless otherwise permitted by Wellous in writing, you may only possess one Account.

By proceeding with the registration process, your right to use the Platform will take effect provided that you satisfy the requirements above until termination. Upon successful registration of an account with us, Wellous's Services may send you an email as part of the normal business operation of your use of the Services. You acknowledge that opting out of email may impact your use of the Services.

#### 4.3 **User Conduct**

User/Member shall not assign or otherwise permit your Account to be used by any other person or entity. In certain instances, you may be asked to provide proof of

identity to access or use of the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

- 4.4 **Restrictions:** **(a)** You agree to assume full responsibility and liability for all losses or damages suffered by yourself, Wellous or any third party as a result of any of your breach of the Terms of Service. **(b)** You shall not use the software, the Platform and/or the Services where you will violate any laws, statutes, ordinances, or regulations or where you encourage, promote, facilitate or instruct others to engage in illegal activity. **(c)** You shall not post, publish and/or send (i) any adult media depicting or related to illegal activity such as child pornography, rape, incest, etc; and (ii) hate, violence, harm or intolerance in any form; (iii) harasses, abuses, stalks, threatens, defames or otherwise infringe or violate the rights of any other party **(d)** You shall not send or store, infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party rights (including but not limited to rights of publicity or other proprietary rights); **(e)** You shall not use the software, the Platform and/or the Services to circumvent any applicable laws, remove copyright protections, infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary rights under the laws of Malaysia or any jurisdictions.

#### 4.5 **Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Wellous's Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Wellous's Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use our Services and the Platform and any updates thereto. We do not guarantee that the Wellous's Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications. You agree that caching, hyperlinking to, and framing of the portal or any of its content are strictly prohibited.

Wellous reserves all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.

We and our affiliates, other partners, and third-parties will use cookies and other identification technologies on our websites, mobile applications (if applicable), email communications, advertisements, and other online Services when you access the Wellous's Services for a number of purposes, including but not limited to authenticating users, remembering user preferences and settings, determining the popularity of content, delivering and measuring the effectiveness of advertising campaigns, analysing site traffic and trends, and generally understanding the online behaviours and interests of people who interact with our Services.

#### 5. **VOUCHERS**

### 5.1 Rank Achiever Voucher

- Vouchers are issued to Wellous members who have achieved Standard, Pro, Premier, VIP, or VVIP ranks as part of the Wellous Reward Program.
- Vouchers are available in different denominations based on the rank achieved:
  - RM10 for Standard Rank Achievers
  - RM30 for Pro Rank Achievers
  - RM50 for Premier Rank Achievers
  - RM80 for VIP Rank Achievers
  - RM100 for VVIP Rank Achievers
- Vouchers are valid for one-time use only.
- Vouchers can only be used for normal priced items.
- Vouchers cannot be combined with other promotions or discounts.
- Vouchers are not exchangeable for cash.
- Vouchers must be presented at the time of purchase.
- Vouchers are non-transferable, cannot be resold, and can only be used by the account holder of Wellous Member whom it was issued.
- The terms and conditions of the voucher may be modified or terminated at any time, with or without notice.

### 5.2 Birthday Treat

- The Birthday Treat is a one-time birthday gift that is issued to Wellous Members during their birthday month.
- The Birthday Treat can only be used during the month of the Wellous Member's birthday that was keyed in.
- The product under the Birthday Treat redemption category is only available to the Wellous Member upon their purchase of other products during their birthday month.
- The Birthday Treat is not exchangeable for cash.
- The Birthday Treat is non-transferable, cannot be resold, and can only be used by the account holder of Wellous Member whom it was issued.
- The terms and conditions of the Birthday Treat may be modified or terminated at any time, with or without notice.

### 5.3 Cash Voucher

- The Cash Voucher is available in two denominations: RM7 and RM20.
- The voucher is valid for one-time use only.
- The voucher is valid for any transaction unless stated otherwise.
- The voucher is not exchangeable for cash.
- The voucher must be presented at the time of purchase.
- The voucher is non-transferable, cannot be resold, and can only be used by the account holder of Wellous Member whom it was issued.
- The terms and conditions of the voucher may be modified or terminated at any time, with or without notice.

## 6. LICENSE

- 6.1 Wellous and its affiliates, where applicable hereby grant you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited license to use the Services and/or the Platform, subject to the Terms of Service herein. All rights not expressly granted to you are reserved by Wellous.

- 6.2 **Licence Conditions:** You agree that you shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services, the Platform and/or any software in any way; (b) modify or make derivative works based on the Services, the Platform and/or any software; (c) create internet “links” to the Services and/or Platform or “frame” or “mirror” the software and/or the Platform on any other server or wireless or internet-based device; (d) reverse engineer or access the Services, the Platform and/or any software in order to (i) build a competitive products or services, (ii) build a product or services using similar ideas, features, functions or graphics of the Services, the Platform and/or any software, or (iii) copy any ideas, features, functions or graphics of the Services, the Platform and/or any software; (e) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services, the Platform and/or any software; (f) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents; (g) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (h) operate the Services, the Platform and/or any software on jailbroken or rooted mobile devices; or (i) remove any copyright, trademark or other proprietary rights notices contained in the Services.

## 7. **INTELLECTUAL PROPERTY**

- 7.1 **Ownership:** (a) Wellous and its affiliates, shall own all right, title and interest, including all related intellectual property rights (including but not limited to trademarks, patents, copyright and/or industrial design, whichever applicable) and its respective components, processes and design in its entirety, in and to the Platform and/or any software and by extension, the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services. (b) This Terms of Service is not a sale agreement and do not convey to you any rights of ownership in or related to the Services, the software and/or the Platform, or any intellectual property rights owned by Wellous and/or its licensors. (c) Wellous’s name, logo, trademarks, the Services, the software and/or the Platform and names of the goods and services of Wellous, any other depiction or representation associated with the Services, the Services, the software and/or the Platform are trademarks of Wellous and/or its affiliates, and only limited right or license is granted to use them for the sole purpose of membership program.
- 7.2 **Restricted Use:** No part or parts of the Platform, or any materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred, or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. Permission will only be granted



to you to download, print, or use the materials for personal and non-commercial uses, provided that you do not modify the materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the materials and reserve our rights under the Copyright Act 1987.

- 7.3 **Trademarks:** The Trademarks are registered and unregistered trademarks of Wellous or third parties. Nothing on the Platform and in this Terms of Service shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks displayed via the Services or on the Platform, without our written permission or any other applicable trademark owner.

In any event that the user/member breaches this Clause, Wellous reserves the right to terminate all agreement, the membership of such user/member and/or this Terms of Service enter into with such user/member immediately and such user/member shall be liable under **Section 99 of the Trademarks Act 2019**.

## 8. **DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNITY**

- 8.1 The Services on our Platform are provided “as is” and “as available.” Wellous disclaims all representations and warranties, express, implied or statutory, not expressly set out in this Terms of Service, including the implied warranties of fitness for a particular purpose and non-infringement. In addition, Wellous makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Services, or that the Services will be uninterrupted or error-free. You agree that the entire risk arising out of your use of the Services, and any Services requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

### 8.2 **Limitation of Liability**

Wellous shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the Services or your inability to access or use the Services; or (ii) any transaction or relationship between you and any third-party provider (if any), even if Wellous has been advised of the possibility of such damages and fully aware of such possibility. In addition, Wellous shall not be liable for delay or failure in performance resulting from causes beyond Wellous’s reasonable control.

- 8.3 By using the Wellous’s Services, you agree to indemnify and hold Wellous and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys’ fees) arising out of or in connection with: (i) your use of the Services obtained through your use of our Platform; (ii) your breach or violation of any provisions of this Terms of Service; (iii) Wellous’s use of your user content (if applicable); or (iv) your violation of the rights of any third party, including third party providers (if any).
- 8.4 All information recommended to you is only for references and shall not serve for any other purposes.

## 9. **THIRD PARTY LINKS**

- 9.1 Our platform may include advertisements, hyperlinks and pointers to websites operated by third parties. Links to third party websites include, without limitation, links to some of our business partners and/or affiliates. Those third-party websites do not form part of our Platform and some may not under the control of or the responsibility of Wellous. When you link to those websites you leave our Platform and do so entirely at your own risk.

## 10. **TERMINATION**

- 10.1 **Termination by us:** In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the Platform and/or Services, your membership with us, and/or disable your username and password. We may blacklist user and/or bar your access to the Platform (or any part thereof) for any reason whatsoever, including a breach of any provisions of this Terms of Service or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Services relating to the Platform.
- 10.2 **Termination by you:** You may terminate this Terms of Service, your membership with us or your use of the account by giving fourteen (14) days' notice in writing to us.

## 11. **DATA SECURITY AND PROTECTION FOR USERS**

- 11.1 All user information and data submitted and transacted on our Platform is well-protected with major security measures to enhance the trust and confidence of our users.

### 11.2 **Data Security**

Major data security measures involve:-

- Encryption to safeguard data transmitted over the network;
- Digital signature, i.e. a type of e-signature authenticated through encryption and password to ensure the authenticity of information; and
- Security certificates, i.e. unique digital identification used to verify the identity of an individual user.

### 11.3 **Privacy of User Data and Information**

Personal data on the Platform is protected under the Personal Data Protection Act 2010 (“**PDPA**”) which regulates any processing of personal data in respect of commercial transactions. More details may refer to our **Privacy Notice**.

12. **CYBER ATTACK/ VIRUSES**

- 12.1 Wellous will give the best endeavour to ensure that the Platform is safe and secure to use, however, we do not guarantee that the Platform will be completely free from bugs or viruses. You are responsible for configuring your information technology, computer programme and website in order to access the Platform. You should use your own virus protection software. You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform are stored or any server, computer or database connected to the Platform.

We will not be liable for any losses or damages caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your devices, computer equipment, computer programs, data or other proprietary material due to your use of our Platform or to your downloading of any content on it, or on any website linked to it.

13. **GOVERNING LAW**

Except as otherwise set forth in this Terms of Service, this Terms of Service shall be exclusively governed by and construed in accordance with the laws of Malaysia and submit to the exclusive jurisdiction of Malaysia in the event of any disputes.

14. **OTHER PROVISIONS**

- 14.1 Time wherever mentioned shall be deemed to be and treated as of the essence of this Agreement.

14.2 **Waiver**

- (a) Waiver of any breach of the terms herein or of any right, power, authority, discretion or remedy arising upon a breach of or default under the terms herein, must be in writing and signed by Wellous granting the waiver.
- (b) The failure of Wellous to insist on any one or more instances upon the performance of any provisions of the Terms of Service herein shall not be construed as a waiver or relinquishment your liability to recover losses, damages and all costs incurred in relation to your non-performance.

14.3 **Enforceability / Severability**

- (a) If one or more of the provisions of the Terms of Service herein shall be invalid, illegal or unenforceable in any respect under any applicable law or decision, the

validity, legality or enforceability of the remaining provisions contained herein shall not be affected or impaired in any way.

- (b) If any provision shall be void, illegal or unenforceable but would be valid and enforceable if read down, then that provision shall be read down to the extent necessary to render the provision valid and enforceable.

#### **14.4 Assignment**

Your rights and obligations under the Terms of Service herein are personal and shall not be assignable without the prior written consent of Wellous.

#### **14.5 Alteration or Amendments to the Terms of Service**

We reserve the right to make changes to our policies, and this Terms of Service at any time. You will be subject to the policies and terms and conditions in force at the time you register as our member and/or access our Platform. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.