

# Be Remarkable Group Terms of Service

Effective Date: April 27, 2023

The following Terms of Service ("TOS") contain the terms and conditions that govern Be Remarkable Members and Be Remarkable Member-Affiliates (collectively, "Members") use of any Be Remarkable owned website (collectively, "Websites") and/or any Be Remarkable Services (collectively, "Services"). These TOS set forth the agreement between you the Member and Be Remarkable Legacy, LLC., Dba Be Remarkable Group, Piicard and Shareable (collectively, "Be Remarkable and/or Be Remarkable Group"), a Delaware limited liability company (Collectively, the "Parties"), concerning the respective rights and responsibilities of the Parties arising from Member's use of the Services. You as a Member may not use Services until you review and agree to these TOS. Member's use of the Services constitutes Member's acceptance of these TOS.

## 1. Services

Piicard offers various free and paid cloud-based software accessible through the Website or Mobile App (the "Services"). Such Services include, but are not limited to, various business solutions and any associated data storage. Be Remarkable reserves the right to add to, modify or delete any of its Services at any time. Members who would like to utilize the Services must create an account and set up a user profile. Each Service may be subject to its own End User License Agreement ("EULA"), which must be agreed to by the Member prior to utilizing the Service. Be Remarkable may, at its option, offer a number of other additional Services in the future. If additional Services are offered, Be Remarkable may in its sole discretion adopt additional rules, regulations, licenses, or terms of service concerning the additional Services.

## 2. Subscription based Services and Service Fees

In order to utilize some Services, Members may be required to pay a monthly Service Fee(s) (the "Service Fee"). The Service Fee shall be set forth in the Services registration and account creation interface. Members must keep valid payment information on file with Be Remarkable Group's payment processor(s) and hereby grants Be Remarkable Group authority to automatically bill the Member's provided payment method to cover the Service Fee.

## 3. Refund Policy

All Service Fees are non-refundable. The digital nature of the Services and the immediacy of the benefits make any possibility for refund commercially impractical. Failure to pay any associated Service Fee shall immediately terminate the license granted in Paragraph 5 of this TOS along with any Service EULA.

## 4. Term and Termination

The Services are licensed on a month-to-month basis and shall automatically renewed unless terminated by Be Remarkable Group or Member in accordance with this Agreement. Piicard may immediately terminate this Agreement in the event of 1) Member's breach of these TOS; 2) Member's breach of the Be Remarkable Group Member Supplied Content Policy; 3) Member's breach of the Be Remarkable Group Member-

Affiliate Agreement: or Member's failure to pay the Service Fee in accordance with this Agreement. Member may terminate this Agreement by providing 30 days' notice to Be Remarkable. In the event this Agreement is terminated, member shall not be entitled to any refund of the Service Fees.

## 1. License for Services

So long as Member is following this TOS as provided for herein and any additional license agreements established, Be Remarkable Group Grants Member a personal, non-transferable, limited, revocable license to access and use the Services for their intended purposes only, subject to Member's compliance with these TOS. Member may not collect or otherwise use information contained within the Service for any purpose which is not directly related to Member's use of the Services, including, but not limited to any Prohibited Purpose, as determined by Be Remarkable. Examples of "Prohibited Purposes", as used in this Section include, but are not limited to, the creation of unauthorized derivative works based on the Service, making copies of Services for purposes other than standard web browser caching, or use of the information for the purpose of competing with Be Remarkable Group. Any use of the Services that violates the TOS or the limited license contained herein may result in the immediate, without prior notice, termination and revocation of the license granted to the Member.

## 2. Rules & Policies

### 2.1 Prohibited

Under the limited license granted in Section 5 above, Member may only use the Services as expressly permitted by Elify. Prohibited uses include, but are not limited to the following:

- A. Any use that interferes with a third party's ability to use or enjoy the Services.
- B. Any use of the Services that threatens, harasses, or intimidates any other Members of the Services or any third party.
- C. Impersonating another individual or entity.
- D. Any use of spiders, robots, or any other device or process to monitor the activity on or copy data from the Services.
- E. Reverse engineering, decompiling, or disassembling any software or other technology used in conjunction with the Services.

- F. Collecting or attempting to collect any electronic information concerning any Member or viewers of the Services, such as email addresses or other Personal Information unless such collection is done in conjunction with the legitimate conduct of business.
- G. Interfering with or disrupting the Services by using viruses, spyware, or any other programs or technology designed to disrupt or damage any software or hardware.
- H. Use of any meta tags, search terms, key terms, or keywords which contain Be Remarkable Group's names, trademarks, website domains or the unauthorized use of any name or trademarks of any other person or entity.

Any use or action that directly or indirectly assists or encourages any third party to engage in the above-mentioned prohibited uses or otherwise violate these TOS.

- I. Any commercial use or rebranding of the Services.
- J. Any attempt to download or otherwise make copies of any material included in the Services.
- K. Any attempt to sublicense the Services.
- L. Any sharing of Member's account information or allowing another individual to utilize the Services through Member's account.

## 2.2 Privacy Policy

Be Remarkable values the privacy of its Members Personally Identifiable and Non- Personal identifiable Information and recognizes that its members may be concerned about how Be Remarkable Group collects, uses, and discloses Personal Information. Therefore, Be Remarkable has adopted the following Privacy Policy to govern Be Remarkable Group use of Member's Personal Information. The Be Remarkable Group Privacy Policy is incorporated into this document by reference. Any questions concerning this policy, or the use of Personal Information may be directed to [privacy@beremarkablegroup.co](mailto:privacy@beremarkablegroup.co) please include "Be Remarkable Privacy Policy" in the email subject line.

## 2.3 Receipt of Marketing Materials

You may "opt out" from receiving marketing materials from us at any time. If at any time you wish to discontinue receiving promotional materials from Be Remarkable please follow the instructions for removal contained on the most recent communication from Be Remarkable Group, email [privacy@beremarkablegroup.co](mailto:privacy@beremarkablegroup.co), or write to Be Remarkable Group Customer Service, 10926 Quality Drive # 38939 Charlotte, N.C. 28278 We also offer you the ability to unsubscribe from certain communications through your Piicard account settings control panel.

## 2.4 Information Concerning Children

Our Services are only for adults and children over the age of 13. We do not knowingly collect any information from children under the age of 13. We will affirmatively delete any information which we have knowledge came from or pertains to a child under the age of 13. Children between the ages of 13 and 18 may use Be Remarkable Group Services only under the supervision of a parent or legal guardian. If you are a parent or legal guardian of a child between the

ages of 13 and 18 and you do not want your child's Personal Information in our records, or do not wish to receive communications from us, please contact us by emailing [privacy@beremarkablegroup.co](mailto:privacy@beremarkablegroup.co) or write to Be Remarkable Group Customer Service, 10926 Quality Drive # 38939 Charlotte, N.C. 28278

## 2.5 Member Supplied Content Policy

In the course of offering the Services, Be Remarkable Group collects certain data ("Content") from you. By entering into these TOS, you agree to Be Remarkable's collection, use, and display of Content in accordance with this Member Supplied Content Policy. This policy governs all the Content Members upload to our database for use with the Services provided by Be Remarkable. The member Supplied Content Policy is hereby incorporated by reference.

### 1. Proprietary & Confidential Information

#### 1.1 Be Remarkable Proprietary Information and Trade Secret

Member recognizes and agrees that, as further set forth in this Agreement, all information compiled by or maintained by Be Remarkable Group including referral network placement information (i.e., information that discloses or relates to all or part of a specific Member referral within Be Remarkable including, without limitation, Member's referral network, referral network tree, and all Be Remarkable Group Member and Member-Affiliate information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Piicard ("Trade Secrets"), which it keeps as proprietary and confidential and treats as a trade secret. During the term of Member's Be Remarkable Group Membership, Be Remarkable Group grants Member a limited, personal, non-exclusive, non-transferable and revocable right to use the Trade Secrets, which includes, without limitation, referral network information, business reports, service developments, and Member and Member-Affiliate referrals, earnings and other financial reports to facilitate your promoting and referring as an Be Remarkable Group Member-Affiliate.

#### 1.2 Acknowledgment

The Parties hereby acknowledge and agree that in the course of providing the Services both Parties will have access to the other Parties' confidential and proprietary information. The Parties hereby acknowledge that such information including but not limited to the Services, any included documentation as well as "Member Supplied Content" constitute and contain valuable proprietary products and trade secrets of the respective parties and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions (the "Confidential Information"). Accordingly, the Parties agree to treat (and take precautions to ensure that their employees treat) the Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below.

#### 1.3 Maintenance of Confidential Information

Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to others not a party to this Agreement of such Confidential Information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

#### 4.1 Injunctive Relief

The Parties acknowledges that the unauthorized use, transfer or disclosure of the Confidential Information will: (1) substantially diminish the value of the trade secrets and other proprietary interests; (2) render the Parties' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If the receiving party breaches any of its obligations with respect to the use or confidentiality of the Confidential Information, the disclosing party shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

#### 1.1 Survival

The Parties' obligations under this Section will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

## 2. Representations and Warranties

2.1 The Parties represent and warrant to each other that: (i) they have the full power and authority to enter into and perform under these TOS, (ii) the execution and performance of their obligations under these TOS does not constitute a breach of or conflict with any other agreement or arrangement by which either party is bound, and (iii) these TOS are a legal, valid, and binding obligation of the parties entering into these TOS, enforceable in accordance with their terms and conditions.

#### 2.2 Member and Member-Affiliate Representations and Warranties

Member represents and warrants to Be Remarkable that Member's use of the Services will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity, or any other legal right of any third party and will comply with all applicable laws, rules, and regulations. Member further represents and warrants to Be Remarkable that they are the true owner of the Member Supplied Content and that the Content is free from any and all liens, encumbrances, or

any other restrictions on Member's right to display or use the content, and that there are, to the best of Member's knowledge, no pending or threatened claims, demands, or litigation concerning any of the Member Supplied Content. Furthermore, Member represent to Be Remarkable that Be Remarkable will not be required to make any payments such as licensing fees or royalties to any third party in connection with the Member Supplied Content. Lastly, the Member warrants that the Member Supplied Content does not violate Section 6.5 of this TOS.

### 3. Warranty Disclaimer

BE REMARKABLE PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. ELIFY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET MEMBER'S REQUIREMENTS. BE REMARKABLE GROUP MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. THE PARTIES ACKNOWLEDGE THAT THE SERVICES ARE FOR THE MEMBER'S OWN INTERNAL PERSONAL OR BUSINESS USE. MEMBER HEREBY WAIVES ANY CLAIM AGAINST BE REMARKABLE GROUP.

AND HEREBY INDEMNIFIES BE REMARKABLE, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS AND SHAREHOLDERS HARMLESS FROM ANY DAMAGE, LOSS OR EXPENSE, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS INCURRED IN CONNECTION WITH MEMBER'S USE OF THE SERVICES.

### 4. Limitations

#### 4.1 EXCLUSION OF DAMAGES

ELIFY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE USE OF SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 4.2 LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF A PARTY'S REPRESENTATIONS AND WARRANTIES UNDER THESE TOS OR IN CONNECTION WITH MEMBER'S INDEMNITY OBLIGATIONS UNDER THESE TOS, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY IN CONNECTION WITH THESE TOS EXCEED THE AMOUNTS PAID, IF ANY, TO THE OTHER DURING THE PREVIOUS SIX MONTHS.

### 5. Indemnification

Member will indemnify and hold Be Remarkable and its employees, representatives, agents, affiliates, directors, officers, managers, and shareholders (the "Indemnified Parties") harmless from

any damage, loss, or expense, including without limitation, attorneys' fees and costs, incurred in connection with any third-party claim, demand, or action (a "Claim") brought against any of the Indemnified Parties alleging that Member has breached any of these TOS through any act or omission. If Member is required to indemnify Be Remarkable under this Section, Be Remarkable will have the right to control the defense, settlement, and resolution of any Claim at Member's sole expense. Member may not settle or otherwise resolve any Claim without Be Remarkable's prior express written consent.

## 6. Termination

Be Remarkable may suspend or terminate Member's use of the Services if it believes, in its sole and absolute discretion, that Member has breached a term of these TOS. Notwithstanding Be Remarkable Group's termination of Member's permission to use the Services, these TOS will survive indefinitely unless and until Be Remarkable Group discontinues the Services. After the termination of Member's permission to use the Services, Be Remarkable may delete any Member Supplied Content or other data relating to Member's use of the Services ("Member Data") residing on Be Remarkable Group's servers or in its databases or otherwise in its possession and Be Remarkable Group will have no liability to Member or any third party for doing so.

## 7. Notice

All notices required or permitted to be given under these TOS will be in writing and delivered to the other party by any of the following methods: (i) U.S. mail, (ii) overnight courier, (iii) electronic mail or (iv) by a posting within the Services. If you give notice to Be Remarkable Group you must use the following address: support@beremarkablegroup.co placing Be Remarkable Group TOS in the email subject line. If Be Remarkable provides notice to Member, Be Remarkable Group will use the contact information provided by the Member to Be Remarkable Group. All notices will be deemed received as follows: (i) if by delivery by U.S. mail, seven (7) business days after dispatch, (ii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iii) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated, or (iv) if by a posting within the Services immediately after the post is made. If applicable law requires that a given communication be "in writing," you agree that email communication will satisfy this requirement. A digital, faxed, or emailed copy of this agreement shall be treated as an original in all respects.

## 1. Dispute Resolution

In the event of a dispute between a Member or an Affiliate and Be Remarkable Group arising from or relating to Company, its services, the rights and obligations of its Members, Affiliates, or any other claims or causes of action relating to the performance of either a Member, Affiliate or Company under the Agreement, the parties shall attempt in good faith to resolve the dispute

through non-binding mediation. Company shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Member or an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration in Charlotte, Mecklenburg County, North Carolina, or such other location as Company prescribed, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. The parties' consent to jurisdiction and venue before any federal or state court in the city of Charlotte, county of Mecklenburg, state of North Carolina, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. Additionally, you agree not to initiate or participate in any class action proceeding against Company, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Company from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction, or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

If a member or an Affiliate wishes to bring an arbitration action against Company for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Be Remarkable for such act or omission.

Members waive all claims that any other statute of limitations applies.

2. Choice of Law these TOS, and any other Agreement incorporated by reference in these TOS shall be governed by laws of the State of Colorado, without regard to its conflicts of laws principles.

3. Assignment

The TOS will be binding upon each party hereto and its successors and permitted assigns. These TOS may be assignable by Be Remarkable Group but cannot be assignable or transferable by Member.

4. Entire Agreement

These TOS, all licenses, policies, and other Agreements mentioned in these TOS, which are each hereby incorporated herein by reference, contain the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.

5. No Waiver

No failure or delay by a party in exercising any right, power, or privilege under these TOS will

operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

6. No Partnership or Joint Venture Members and Be Remarkable Group are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these TOS.

#### 7. Severability

The invalidity or unenforceability of any provision of these TOS will not affect the validity or enforceability of any other provision of these TOS, all of which will remain in full force and effect. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Be Remarkable Group and supersedes any prior agreements, understandings, and obligations between you and Be Remarkable Group concerning the subject matter of your contract with Be Remarkable Group.

#### 8. General

##### 8.1 Intellectual Property Rights

All intellectual property rights and all other rights, title, and interest in and to the Services, except for the limited license as granted to Member herein are and shall remain the exclusive property of Elify. Such rights include, but are not limited to, any and all trademark rights including rights to the marks: Be Remarkable Group, Be Remarkable Group.co, all copyrights in and to the Website, and any other websites owned by Be Remarkable Group, and any proprietary rights used in providing the Services, including, but not limited to computer software and hardware interfaces.

Member cannot acquire any right title, or interest in or to the above-mentioned rights through Member's use of the Services under this TOS or otherwise.

##### 1.1 Rights to Submissions and Other Information

By Member's use of the Services, Member consent and agree that any questions, comments, suggestions, ideas, or any other information whether submitted via email, telephone, US mail, Fax, contest submission, or appearing on any message board or chat group, excluding any Member Data (collectively "Submitted Information"), Member hereby grants Be Remarkable Group permission to use and incorporate such Submitted Information in its business and the Services, for marketing and other promotional purposes without any payment to Member. This grant of rights includes the right to sublicense. Furthermore, the Member agrees that Be Remarkable Group will have no obligation to keep any Submitted Information confidential. Members will not bring a claim and hereby forever waive any and all claims against Be Remarkable Group based on "droit moral",

moral rights, or any other legal or equitable theory from Piicard s use of the Submitted Information.

## 1.2 Age

In order to use the Services, Member must be of sufficient age that Member can lawfully enter into and form contracts under applicable law (generally 18 years of age). The Services are not intended for and may not be used by children under the age of 13. Children aged 13 and over may use the Services, subject to authorization and supervision of a member parent or legal guardian.

## 1.3 Monitoring

Piicard reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Services. If Be Remarkable Group determines, in its sole and absolute discretion, that you or another Member will breach a term or condition of these TOS or that such transaction or communication is inappropriate, Be Remarkable Group may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

## 1.4 Modification of the TOS

Piicard reserves the right to add, delete and/or modify any of the terms and conditions contained in this TOS, at any time and in its sole discretion, by posting a change notice or a new agreement within the Services without any further notice to you. For certain changes to the TOS, Piicard may, at its option, notify you by email at the email address in our then current records. If any modification is unacceptable to you, Member's only recourse is to discontinue the use of our Services. Member's continued use of the Services following the posting of a change notice or new TOS within the Services will constitute affirmative and binding acceptance by you of the changes.

## 1.5 Third-Party Services

Be Remarkable Group may, in its absolute discretion use third parties to provide certain Services. These third-party independent contractors and vendors are not related to Be Remarkable Group and Be Remarkable Group does not exercise any control or supervision over such contractors and vendors or the services that they provide.

You agree that Be Remarkable Group will not be liable to you in any way for the use of such third-party services. These third parties may have their own terms of use and other policies which govern their services. By utilizing these Services, you agree to comply with such terms and policies. In the event of a conflict between Be Remarkable s and a third party's TOS, rules, or policies, Be Remarkable's TOS, rules, or policies shall govern.

## 1.1 Compliance with TOS and Applicable Law

You must comply with all of the terms and conditions of these TOS, the applicable agreements and

policies referred to above, and all applicable laws, regulations, and rules when you use the Services.

## Be Remarkable Privacy Policy

Effective Date: May 5, 2023

Be Remarkable values the privacy of its Members and Member-Affiliates (collectively “Members”) Personally Identifiable and Non-Personal Identifiable Information (collectively “Personal Information”) and recognizes that our members may be concerned about how we collect, use, and disclose Personal Information. Therefore, we have implemented the following Privacy Policy to govern our use of our Member’s Personal Information. By using Be Remarkable Group Services (“Services”), you are accepting the practices and activities as described in this policy. Any questions concerning this policy, or the use of Personal Information may be directed to [privacy@beremarkablegroup.co](mailto:privacy@beremarkablegroup.co) please include " Be Remarkable Group Privacy Policy" in the email subject line.

### **Types of Information Collected**

We will retain your Personally Identifiable Information and Non-Personally Identifiable Services Information for as long as necessary to provide our Services and/or to comply with our legal obligations, resolve disputes, prevent abuse, and enforce our agreements.

#### **Personally Identifiable Information**

Personally Identifiable Information is any information that can be used to identify you personally, and includes but is not limited to your name, address, phone number, and email address. Furthermore, Be Remarkable will receive certain credit cards, or other payment information from you.

#### **Non-Personally Identifiable Information**

This is generalized information and cannot be used to easily identify you personally. When you use our Services, we collect certain Non-Personal Information. Such information includes but is not limited to your IP address, your ISP, your browser type, your operating system, your stream patterns, the URL of the most recent website you visited before coming to our websites, the amount of time you spend in Be Remarkable Group using Services, and the pages you viewed while on our sites or using Services.

#### **Information from the use of our Mobile Apps**

When you use the Be Remarkable Group mobile apps, we may collect certain information in addition to information described and requested elsewhere in this Policy. For example, we may collect information about the type of device and operating system you use. We may ask you if you want to receive push notifications about activity in your account. If you have opted into these

notifications and no longer want to receive them, you may opt out by turning off the push notifications through your operating system. We may use mobile analytics software to better understand how people use our application. We may collect information about how often you use the application and other performance data.

#### **Information about your Contacts**

Anytime you create a new contact or input additional information about an existing Contact, regardless of their subscription status with Be Remarkable Group, we may access their data. ALL MEMBERS, AFFILIATES AND USERS OF THE SOLUTIONS AGREE TO MAINTAIN AND DELETE CONTACT DATA AS REQUESTED BY CONTACT. IF THE USER DOES NOT COMPLY, IMMEDIATE CANCELLATION OF YOUR SUBSCRIPTION MAY RESULT AND NO REFUND(S) WILL BE OFFERED OR OBLIGATED.

#### **Cookies and tracking**

We may use various technologies to collect and store information when you use our Services, and this may include using cookies and similar tracking technologies on our website, such as pixels and web beacons, to analyze trends, administer the website, track users' movements around the website, serve targeted marketing, and gather demographic information about our user base as a whole. Users can control the use of cookies at the individual browser level. We may partner with third parties to manage and serve our advertising on other sites. Our third-party partners may use cookies or similar tracking technologies in order to provide you with advertising or other content based upon your browsing activities and interests. If you wish to opt out of interest-based advertising click <http://preferences-mgr.truste.com/> (or if you are located in the European Union click <http://www.youronlinechoices.eu/>). Please note you might continue to receive generic ads. For more information about our use of cookies and other tracking technologies, as well as how to opt out of the use of cookies, please refer to "The Use of Cookie" Section below.

#### **Web beacons**

We and our third-party partners use web beacons on our websites and in our emails. When we send emails to Members, we may track behavior such as who opened the emails and who clicked the links. This allows us to measure the performance of our email campaigns and to improve our features for specific segments of Members. To do this, we include single pixel gifs, also called web beacons, in emails we send. Web beacons allow us to collect information about when you open the email, your IP address, your browser, or email client type, and other similar

details. We also include Web Beacons in the emails we deliver for you. We use the data from those Web Beacons to create reports about how your email campaign performed and what actions your Subscribers took. Reports are also available to us when we send email to you, so we may collect and review that information.

#### **Information from other sources**

From time to time, we may obtain information about you or your Subscribers from third party sources, such as public databases, social media platforms, third party data providers and our joint marketing partners. We are taking steps to ensure that such third parties are legally permitted or required to disclose such information to us. Examples of the information we may receive from other sources include demographic information, device information (such as IP addresses), location, and online behavioral data (such as information about your use of social media websites, page view information and search results and links). We use this information, alone or in combination with other information (including Personal Information) we collect, to enhance our ability to provide relevant marketing and content to you and to develop and provide you with more relevant products features, and services. For example, we use this information to develop Social Profiles, a tool that helps you learn about your Subscribers and allows you to send them more relevant content.

#### **Methods of Collection**

Piicard collects your Personal Information in several different ways. First, we collect information about you when you provide it to us; for example, when registering for Services, when you set up an Be Remarkable Group profile, or when you communicate with us directly via, phone, e-mail or websites.

Information about your Contacts is collected when you create a new Contact within the Services provided. We also employ commonly used analytic and reporting software technologies to collect certain Non-Personally Identifiable Information.

#### **Use of Personal Information**

##### **Personally Identifiable Information**

Personally Identifiable Information is ONLY used for Be Remarkable' s own internal purposes including but not limited to; providing the Services to you, offering you support with customer service issues, and maintaining and improving the Services. The information may include payment and billing.

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information to collect the Service Fee(s) as applicable.

##### **Non-Personally Identifiable Information**

Piicard uses Non-Personally Identifiable Information to track and analyze the usage and performance of its Services and websites. Piicard uses this information internally to assist in determining changes and/or upgrades to the Services, whether to add or discontinue specific Services, and for internal market analysis purposes.

## **Disclosure of Personal Information**

In general, we do not disclose Personal Information to third parties without your prior written consent. However, we reserve the right to do so in certain limited situations as identified below:

### **1) Disclosure to Third Party Service Providers**

In the course of providing Services to you, we may at our option use third party service providers to provide some or all of the Services. An example of this would be the use of third-party payment processing companies to process payments made by you for any Subscription based Services or Service fee. We make all commercially reasonable efforts to make sure these third-party vendors only use your Personal Information to the extent necessary to provide the Services to you. However, we cannot guarantee that a third-party vendor will not disclose your Personal Information.

### **2) Disclosure to Other Third Parties**

We reserve the right to disclose your Personal Information to protect or enforce Be Remarkable's rights, or the rights of a third party, to prevent an emergency, or as may be required by law, including but not limited to, complying with subpoenas or court orders.

### **3) Successors in Interest**

We may also disclose your Personal Information to any successor in interest to our company, including, but not limited to, any third-party company that may acquire or merge with Be Remarkable. In the event of a merger or sale of all or substantially all of the assets of Be Remarkable your Personal Information will most likely be part of the transaction. If such a transaction happens, we will notify you by the methods listed in the Terms of Service concerning the transaction and the transfer of your Personal Information.

### **4) Disclosure of Non-Personally Identifiable Information**

We may disclose any Non-Personally Identifiable Information we collect to our strategic business partners, potential business partners, vendors, investors, advisors, and customers. This information is usually disclosed in terms of aggregate numbers. Since the information cannot be traced back to you directly, you may not "opt out" of our use of such Non-Personally Identifiable Information.

### **Security of Personal Information**

We employ commercially reasonable technology and systems to protect your Personal Information from unauthorized access and disclosure. For example, sensitive information is transmitted to us in an encrypted format using secure socket layer technology. **HOWEVER, NO PROTECTION METHODS ARE 100% SECURE, AND THEREFORE WE CANNOT GUARANTEE THE 100% SECURITY OF YOUR PERSONAL INFORMATION.** We are not responsible for any disclosure of Personal Information due to any errors in the transmission of your information, or any unauthorized third-party access or any other acts by third parties, or any acts or omissions beyond our reasonable control.

In the event a security breach causes an unauthorized intrusion into our system that materially affects you or people in your Contacts, Be Remarkable will notify you as soon as reasonably possible and later report the action we took in response.

### **Public and Shared Nature of Certain Content**

The Services provided by Be Remarkable now or in the future may be accessible by the public. Examples of publicly accessible information include, but are not limited to Member's public user profile, any information you make publicly available for other Members to discover, any information you directly share with other Members. We are not responsible for third parties uses of any Personal Information contained in these public disclosures.

### **The Use of Cookies**

Elify uses "cookies" (small files placed on your hard drive) for several different purposes. We use cookies to help identify you and reduce the number of times you need to sign-in to Services, and to personalize and track your use of Services. Most cookies are session cookies, meaning they are automatically deleted from your hard drive at the end of a session. Our use of cookies does not track or otherwise utilize any of your Personal Information. You may encounter cookies from third parties on Be Remarkable that we do not control; please consult the privacy policy for each third party for more information on their particular usage of cookies. You can read more about our Cookie policy by referring to the "Cookies & Tracking" Section above.

### **Data Collected for and by Piicard Users**

As you use the Be Remarkable Services, you may import into our system Personal Information you have collected from your personal, business, or other individual contacts. We have no direct relationship with your Contacts or any person other than you, and for that reason, you are responsible for making sure you have the appropriate permission for Be Remarkable to collect and process information about those individuals. As part of the Services, we may use and incorporate into features, specific information you have provided, information we have collected from you, and/or information we have collected about Subscribers. We may share this information, including Subscriber email addresses, with third parties in line with the approved uses as identified by this TOS.

If you are a Contact and no longer want to be contacted by one of our members, please contact the Member directly to update or delete your data. If you contact us, we may remove or update your information within a reasonable time and after providing notice to the Member of your request.

We will retain the Personal Information we process on behalf of our members for as long as needed to provide our Services or to comply with our legal obligations, resolve disputes, prevent abuse, and enforce our agreements.

### **Receipt of Marketing Materials**

You may “opt out” from receiving marketing materials from us at any time. If at any time you wish to discontinue receiving promotional materials from Be Remarkable please follow the instructions for removal contained on the most recent communication from Be Remarkable , email support@beremarkable.co, or write to Be Remarkable Customer Service, 10926 Quality Dr \*38939. Charlotte, N.C. 28278. We also offer you the ability to unsubscribe from certain communications through your Remarkable account settings control panel.

### **Information Concerning Children**

Our Services are only for adults and children over the age of 13. We do not knowingly collect any information from children under the age of 13. We will affirmatively delete any information which we have knowledge came from or pertains to a child under the age of 13. Children between the ages of 13 and 18 may use Be Remarkable Services only under the supervision of a parent or legal guardian. If you are a parent or legal guardian of a child between the ages of 13 and 18 and you do not want your child’s Personal Information in our records, or do not wish to receive communications from us, please contact us by emailing privacy@Remarkable.co or write Be Remarkable Customer Service, 10926 Quality Dr \*38939. Charlotte, N.C. 28278

### **Changes to this Privacy Policy**

Be Remarkable reserves the right to make changes to this Privacy Policy in its sole discretion from time to time. Any notification of the changes to the Privacy Policy shall be made in accordance with the Terms of Service. If you receive a notification of a change in this Privacy Policy, you must review the policy prior to your continued use of the Services. Your continued use of the Services after notification of a change to this Privacy Policy shall constitute your affirmative acceptance of any such change.

### **Access**

We will provide an individual user, either you or a Subscriber, access to any Personal Information we have obtained and possess about them, within 30 days of any written request for that specific

Personal Information. Individuals may request to access, correct, amend or DELETE information we have obtained about them by contacting at [privacy@beremarkablegoup.co](mailto:privacy@beremarkablegoup.co). If it is prohibited by law, we will remove any Personal Information about an individual, either you or a Subscriber, from the Piicard servers at your or their written request. There is no charge for an individual to access, update or delete their Personal Information.

### **Accuracy and Retention of Data**

Piicard uses best efforts to keep your data accurate and up to date, based only to the extent on the information you have provided us. If your data changes (for example, if you have a new email address), then you are responsible for notifying Be Remarkable of those changes.

Upon your written request, Be Remarkable will provide you with the information it has obtained and possess, if any, and any information Be Remarkable has processed on behalf of a third-party Information. We will retain your information as long as your account is active or as long as necessary to provide you with the Services. Be Remarkable Group may also retain and use your information in order to comply with any legal obligations, resolve disputes, prevent or control abuse, and enforce Elify Agreements.

Should you have any questions or comments, or want to update, delete, or change any Personal Information that Elify has obtained and possesses, or you have any concern about the way in which Elify has handled any privacy matter, please email us at [privacy@ Be Remarkable Group.co](mailto:privacy@BeRemarkableGroup.co). You may also contact us by postal mail:

Be Remarkable Group  
Privacy Support  
10926 Quality Dr \*38939.  
Charlotte, N.C. 28278

### **Be Remarkable Group Operates in the United States**

The Be Remarkable Group servers and offices are located in the United States, so your information may be transferred to, stored, utilized and/or processed in the United States. While the data protection and privacy regulations and other laws of the United States might not be as comprehensive as the regulations in your country, Be Remarkable Group shall continue to implement the necessary protective and security tools to protect your privacy, including offering a data processing addendum (DPA). To request a DPA, please email [privacy@ Be Remarkable Group.co](mailto:privacy@BeRemarkableGroup.co), or via postal service:

Be Remarkable Group  
Privacy Support  
10926 Quality Dr \*38939.  
Charlotte, N.C. 28278

Privacy Support  
10926 Quality Dr \*38939.  
Charlotte, N.C. 28278

By applying and using the Be Remarkable Group Websites and Service(s), you hereby understand and consent to the collection, storage, processing, and transfer of your Personal and Non-Personal Information to the Be Remarkable Group data base and facilities in the United States to include Be Remarkable Group's participating and sharing third parties as described in this policy and other applicable Be Remarkable Group policies.

#### Be Remarkable Group Member Supplied Content Policy

Effective Date: April 27, 2023

Be Remarkable Group Member Supplied Content Policy ("Content Policy"). This policy governs all the data ("Content") Members upload to the database for use with the Services provided by Be Remarkable Group. This policy is issued under Be Remarkable Group's Terms of Service ("TOS"). Any capitalized terms not defined herein, shall have the same meaning ascribed to them in the TOS. Be Remarkable Group reserves the right to

make changes to this policy at any time in its sole discretion. You will be notified of changes in this policy as provided for in the TOS.

#### Ownership of Content:

A Member may only upload Content to the database as the Member has a legitimate right to or has written permission from the third-party data owner to access and use. By uploading the content, the Member is warranting to Be Remarkable that your use of the Content, in conjunction with the legal purposes of the Services, does not violate, infringe on or abuse any third party's right in or to the Content.

#### Prohibited Content or Uses:

Additionally, Members may not upload any Content that is:

1. Generally offensive or inappropriate as determined by Be Remarkable in its sole discretion.
2. Obscene or pornographic.
3. Libelous, slanderous, or otherwise defamatory.
4. Designed or intended to harass, threaten, or intimidate others.
5. In violation of any applicable rule, law, regulation or ordinance.
6. Exploits the images or likeness of minors.
7. Infringing on any right of a third party including, but not limited to any rights relating to trademarks, copyrights, trade secret, trade dress, patent, right of publicity, or rights of privacy.

#### Monitoring Content:

Be Remarkable reserves the right to monitor the Content you upload to our database and remove or block such content that it deems, in its absolute discretion, to be in violation of this

policy, without any liability to you or any third party.

#### Piicard Member-Affiliate Agreement

As used throughout this Member-Affiliate Agreement, the term “Agreement” collectively refers to the Be Remarkable Group Member-Affiliate Agreement, Terms of Service, Affiliate Program Overview, and any other document incorporated by reference in the aforesaid. These documents, in their current form, and as may be amended by Be Remarkable Group, at its sole discretion, constitute the entire contract between Piicard and the Be Remarkable Member-Affiliate. No other representation, promise, or agreement shall be binding on the parties unless in writing and signed by an authorized officer of Be Remarkable Group. You, the Be Remarkable Member (“Member”) are required to read thoroughly and understand the following Member-Affiliate Agreement (“Agreement”), Be Remarkable Group’s Terms of Service (“TOS”), any Services EULA, and the Be Remarkable Affiliate Program Overview which are incorporated into this Agreement, and made part of it as if restated in full, and as posted on [piic.cards and shareabledigital.cards](#). [BeRemarkable.cards](#).

This Agreement shall apply to any person or entity subscribing to any Elify Services (as defined herein), regardless of whether those Be Remarkable Group Services are free or paid.

If Member agrees to adhere to and abide by the conditions mentioned hereunder, they shall become a Be Remarkable Group Member-Affiliate (“Affiliate”) upon submission of their Affiliate Compensation Information and Company’s acceptance of this agreement. This agreement is between Member, and Be Remarkable Legacy, LLC. Dba Be Remarkable Group, (“Company”) and is considered as an authentic and legally binding contract. Company reserves the right to reject any Member’s application for Affiliate status for any reason. A digital, faxed, or emailed copy of this agreement shall be treated as an original in all respects.

Members understand that participation in the Be Remarkable Group Affiliate Program (“Affiliate Program”) as an Affiliate is completely optional and there is a \$1 enrollment fee to become an Affiliate. Members understand that they are not required to participate in the Affiliate Program in order to promote Elify Services or make a member referral. However, Affiliate status is required if Member wishes to receive compensation for any direct and/or network referrals as outlined in the Affiliate Program Overview. The Be Remarkable Group Services include all websites, apps, modules, tools, and features within Be Remarkable Group and both premium and free Be Remarkable Group Services.

Any Member who opts-in to participate in the Affiliate Program by completing the Member-Affiliate application process and activating their Affiliate Status (pending approval by the Company) shall be eligible for affiliate compensation as set forth in the Affiliate Program

Overview. The Affiliate Program participation is only available to those Members who meet the following qualifications:

The Member's maintains an active premium Be Remarkable Group Subscription. The Member agrees to be bound by this Agreement  
The Member submits valid Affiliate Compensation Information.

Member acknowledges and understands that the purpose of the Affiliate Program is to generate referrals of retail subscriptions to retail customers for the Company. The promotion of Be Remarkable Group Services for personal, business or family use by the end retail customer (Be Remarkable Group Member) must be emphasized at all times and in all presentations.

Member understands as an Affiliate you will be eligible for commissions, incentives and bonuses based solely on your direct Member referrals using Members Referral ID (The unique identification code used to associate new Member Service enrollment with any associated referring Member or Affiliate)("Direct Referrals") and the Member referrals of your Referral Network (The Direct Referrals made by Members/Member-Affiliates and the subsequent referrals made by those new Members/Affiliates for a full six (6) levels of depth from the Member/Affiliate in question; with direct referrals representing the first (1st) level) as formulated by Company and as outlined in the Affiliate Program Overview Member understands that Company never compensates Affiliates for the mere act of referring other Affiliates.

Member understands that he/she is entitled to purchase Be Remarkable Services for their own personal, business or family use and by paying any associated Service Fee Member certifies that they are doing so solely for their own personal, business or family use. Members understand that the Company prohibits the purchase of multiple subscriptions solely for the purpose of qualifying for commissions, incentives, or bonuses. Member understands that Company does not guarantee any amount of income to an Affiliate merely on account of his/her becoming an Affiliate and participating in the Affiliate Program.

Member declares that he/she has not been given any assurance or promise by Company or any of its members or Affiliates as to any income on account of any payment for Be Remarkable Group Services made by him/her.

Member understands that as an Affiliate, you are granted the nonexclusive right to promote Be Remarkable Services in accordance with this Agreement You have the right to refer any number of end retail customers (Members) to Piicard. You have the right to earn commissions on Member referrals pursuant to the Affiliate Program and in accordance with this Agreement. You shall not compel, induce, or mislead any person with any false statements/promises that would result from subscribing to Be Remarkable Group Services or by becoming a Member or Affiliate.

### **Promoting Be Remarkable Services**

Members agree to make no representations or claims about any Be Remarkable Service beyond those shown in official Company literature and marketing materials. In presenting Be Remarkable Services to potential customers, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by the Company. The company makes no guarantees about the effectiveness of our suite of services.

#### **Promoting Be Remarkable Group's Affiliate Program**

Member agrees when presenting the Affiliate Program to present it in its entirety as outlined in official Company literature and marketing materials, emphasizing that referral of Be Remarkable Group Members, the end customers who subscribe to Be Remarkable Group services, are required to receive compensation. Member agrees not to utilize any literature, materials or aids not produced or specifically authorized in writing by Be Remarkable Group Member agrees to instruct all prospective Affiliates to review the Piicard Income Disclosure Statement. Members shall ensure that all information furnished by them to the Company is correct and properly entered including any Member Referral ID. Any request for correction furnished by a member as to his/her, or a referred Members placement within Company's referral Network must be confirmed by all parties involved before any placement changes will be entertained. Any change in any Member's or Affiliate's referral Network placement will be the sole discretion of the Company.

Members understand that the Company will not be bound by any promise, or assurance given by any Member or Affiliate to a third party, unless it is in accordance with this Agreement and Company's approved and published marketing materials. If Company finds any Member or Affiliate to have breached this Paragraph, Company shall have the right to terminate the Member's or Affiliate's participation in the Affiliate Program and or the use of the Be Remarkable Services.

Members and Affiliates will conduct themselves with utmost honesty and professionalism with respect to the dealings with other Members, Affiliates, prospective Members, and prospective Affiliates. Members agree to always behave and act in a dignified manner befitting the status of an Affiliate. Members shall uphold the integrity and decorum of the Company and shall maintain good relations with other Members and Affiliates.

Member understands that their participation as Affiliate does not restrict their participation in any other venture, including, but not limited to any other multi-level marketing company or direct sales opportunity, except that they shall not, while participating as an Affiliate, or for 12 months after their termination, cancellation, or other separation from the Affiliate Program, participate in any other opportunity or venture that directly competes with Company's offerings.

Member represents and warrants that their participation as an Affiliate does not breach, violate, or otherwise interfere with any current agreements, past agreements, or surviving clauses of previous agreements, into which they have entered with any other persons or

companies.

Member understands and agrees that if they elect to participate in another non-competing venture, multi-level marketing company or direct sales opportunity, that they will maintain separate legal organizations, independent of one-another, for each such non-competing opportunity.

### **Expiration, Renewal, and Termination**

The term of this agreement is one month. This Agreement will automatically renew each month as long as Member maintains an active Be Remarkable Subscription whose Service Fees are current. If Member terminates this Agreement or fails to renew their Piicard Subscription each month, or if their subscription is deactivated, canceled or terminated by Company for any reason, Member understands that they will lose all rights as an Affiliate and they will not be eligible to receive commissions, incentives, bonuses, or other compensation resulting from their previous referral activities or the referral activities of their former referral network. In the event of cancellation, termination or non-renewal, Member waives all rights, including but not limited to any property rights in and to their former Referral Network and as well as any rights to any commissions, incentives, bonuses, or other remuneration derived through their referral activities and the referral activities of their former referral network.

The company reserves the right to terminate all Affiliate Agreements upon 30 days' notice. An Affiliate may cancel this Agreement at any time, and for any reason, by deactivating and terminating their Be Remarkable Group Membership. Member

understands that if they fail to comply with any of the terms of the Agreement, Company may, at its discretion, impose upon them disciplinary action that could include the termination of their Affiliate status. Any waiver by Company of any breach of the Agreement must be in writing and signed by an authorized officer of Company. Waiver by Company of any breach of the Agreement by the Affiliate shall not operate or be construed as a waiver of any subsequent breach.

Member agrees that as an Affiliate, they are an independent contractor, and not an employee, partner, legal representative, agent, or franchisee of Company and shall not be treated as such for any purpose. Member understands that as an Affiliate they cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, Company. Member understands that as an independent contractor he/she cannot bind Company in any manner, nor do they have any authority to represent or speak on behalf of Company. As a self-employed independent contractor, Member will be operating their own independent business, promoting, and referring Be Remarkable Members on their own account. Members have complete freedom in determining the number of hours that he/she will devote to their business, and they have the sole discretion of scheduling such hours. Member agrees that as an Affiliate he/she will be solely responsible for paying all expenses incurred by him/her, including, but not limited to, travel, food, lodging, secretarial, office, long distance telephone and other expenses. MEMBER UNDERSTANDS THAT AS

AN AFFILIATE HE/SHE SHALL NOT BE TREATED AS AN EMPLOYEE OF COMPANY FOR FEDERAL OR STATE TAX PURPOSES. Member

understands that as an Affiliate they are responsible to pay all applicable federal and state taxes and/or license fees, including state unemployment and workers compensation taxes that may become due as a result of their activities as an Affiliate. Affiliates will receive IRS Form 1099-MISC reflecting the amount of income paid to them during the calendar year. It will be the Members sole responsibility to account for such income on your individual income tax returns. Company is not responsible for tax withholding and reserves the right to refuse to withhold or deduct from Affiliate commissions, incentives and/or bonuses, if any, taxes of any kind, even if requested or agreed to by the Member in order to comply with any governmental order of backup withholding.

Members understand they must clearly represent themselves as a Affiliate, and may not create or maintain any content that may confuse or call into question your status as an Affiliate.

Members understand that as part of their Affiliate Compensation Information, the Company requires their personal or company tax identification number in order to become an Affiliate. The use of this number is solely for the purpose of reporting income to the United States Internal Revenue Service (IRS). If Member is a company, then Member must provide all necessary company information when submitting their Affiliate Compensation Information. Member understands that Company maintains the right to decline the Affiliate status of any Member if a valid tax identification number is not provided.

Member certifies that they are at least 18 years old (or of contractual age in their country/state of legal residence) and that all information they have provided in order to participate in the Affiliate Program is accurate.

Member authorizes Company to obtain and use his/her name, video, photograph, personal story and/or likeness for any lawful purpose including in advertising or promotional materials and waives all claims for remuneration for such use.

Member understands that this Agreement, Be Remarkable Group's TOS, Be Remarkable Group's Member Supplied Content Policy, Privacy Policy, any Service EULA, and the Affiliate Program may be amended at any time at the sole discretion of Company, and Member agrees to abide by all such amendments. Notification of amendments shall be posted on the Company's website, [BeRemarkableGroup.co](http://BeRemarkableGroup.co) Any amendments shall be binding immediately after notification is released. Continuing Member's Be Remarkable Group Subscription, continuing to promote Be Remarkable Group Services and make Member referrals and/or continued acceptance of commissions, incentives or bonuses shall constitute an acceptance of any and all amendments.

Member may not assign any rights or delegate any duties under the Agreement without the prior written consent of Company. Any attempt to transfer or assign the Agreement without the express

written consent of Company renders the Agreement voidable at the option of Company and may result in termination of Member's Affiliate status.

Company, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Agents"), shall not be liable for, and Affiliate releases Company and its Agents from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. Member further agrees to release Company and its Agents from all liability arising from or relating to Member's promotion of the Be Remarkable Group Services, Affiliate Program, Member's referral activities, Members participation in the Affiliate Program (including any activities related thereto (e.g., the presentation of Piicard Services or Affiliate Program, the operation of a motor vehicle, the lease of meeting or training facilities, etc.)) Member agrees to indemnify Company for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Member undertakes.

Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

If any provision of the Agreement is held to be invalid or unenforceable, only such portion of the provision as is held to be invalid or unenforceable shall be severed from the Agreement and reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

#### **Jurisdiction and Governing Law**

The formation, construction, interpretation, and enforceability of your contract with Company as set forth in this Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Delaware and/or North Carolina without regard to principles of conflicts of law.

#### **Dispute Resolution**

In the event of a dispute between a member or an Affiliate and Be Remarkable Group arising from or relating to Company, its services, the rights and obligations of its Members, Affiliates, or any other claims or causes of action relating to the performance of either a Member, Affiliate or Company under the Agreement, the parties shall attempt in good faith to resolve the dispute through non-binding mediation. Company shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Member or an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration in Charlotte, Mecklenburg County, North Carolina, or such other location as Company prescribed, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. The parties' consent to jurisdiction and venue before any federal or state court in the city of Charlotte, county of

Mecklenburg, state of North Carolina, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. Additionally, you agree not to initiate or participate in any class action proceeding against Company, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Company from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction, or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

If a member or an Affiliate wishes to bring an arbitration action against Company for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Be Remarkable Group for such act or omission. Members waive all claims that any other statute of limitations applies.

#### **Miscellaneous; Payment**

Members and/or Affiliates, in all countries, placing an order for Piicard Services from Company will pay Online through Be Remarkable Group websites. The Company has not authorized any Official, Agent, Officer, or Associate of the Company to receive any amount in cash on behalf of Company for Be Remarkable Group Services. The company, under no circumstances, will not accept any payment in cash. If any person makes any payment in cash, it will be at his or her own risk and under no circumstances will Company be answerable to such unauthorized cash payments.

The Agreement, in its current form and as amended by Company, at its discretion, constitutes the entire contract between Company and you. Member certifies that by executing this Agreement and submitting their Compensation Information that they are applying for legal authorization to become an Affiliate and enter into a contract with the Company. Member acknowledges that they have carefully read and agree to comply with all terms set forth in this Agreement, and that they are submitting to become an Affiliate of Be Remarkable, of their own accord. Member understands that they must be and remain in good standing, and not in violation of the Agreement, to be eligible for compensation from Company. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. The company reserves the right to accept or reject any applicant and is under no obligation to offer any reason for rejection. The company is under no obligation to notify an applicant of an incomplete or faulty application.

Income Disclosure Statement

Any financial amounts or examples used to illustrate affiliate commissions should not be construed as guaranteed projections of income. Any written or oral reference to specific or potential earnings are for educational purposes only and are not necessarily representative of actual income potential through participation in Be Remarkable Group's Affiliate Program. Commissions result solely from Member Direct Referral sign-ups and Network Referral sign-ups. Member skills, work effort, and market conditions may affect earnings. Be Remarkable does not guarantee any level of income.

## Cookie Disclosure Statement

Effective: April 27, 2023

The following Cookie Disclosure Statement ("CDS") contain the terms and conditions that govern Be Remarkable Members and Be Remarkable Member-Affiliates (collectively, "Members") use of any Be Remarkable owned website (collectively, "Websites") and/or any Be Remarkable Services (collectively, "Services"). This CDS explains how we use cookies and similar technologies in the course of our business, including through our websites that link to this CDS. It explains what these technologies are and why we use them, as well as your rights to control our use of them. This Cookie Statement is and will be treated as part of our Terms of Use, and is automatically incorporated therein.

In some cases, Be Remarkable Group may use cookies and other tracking technologies described in this CDS to collect Personal Information, or to collect information that becomes Personal Information if combined with other information. For more information about how we process your Personal Information, please consult our Privacy Policy.

### **What are cookies?**

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by Online service providers in order to (for example) make their websites or services work, or to work more efficiently, as well as to provide reporting information.

Cookies set by the website owner or service provider (in this case, Be Remarkable Group are called "first party cookies". Cookies set by parties other than the website owner are called "third party cookies". Third party cookies enable third party features or functionality to be provided on or through the website or service you are using (such as advertising, interactive content, and analytics). The third parties that set these third-party cookies can recognize your computer both when it visits the website or service in question and also when it visits certain other websites or services.

## Why does Be Remarkable use cookies and other tracking technologies?

Be Remarkable uses first party and third-party cookies for several reasons. Some cookies are required for technical reasons in order for our Websites and Services to operate, and we refer to these as “essential” or “strictly necessary” cookies. Other cookies enable us and the third parties we work with to track and target the interests of visitors to our websites or Services, and we refer to these as “performance” or “functionality” cookies. For example, we use cookies to tailor content and information that we may send or display to you and otherwise personalize your experience while interacting with our websites or Services and to otherwise improve the functionality of the Services we provide. We also enable our users to employ cookies and similar tracking technologies in connection with their use of our Services in order to allow us and our users to track their subscribers. Finally, third parties serve cookies.

through our Websites and Services for advertising, analytics, and other purposes.

### Cookies served through our websites.

The specific types of first- and third-party cookies served through our websites and the purposes they perform are described in further detail below:

<i>Categories</i>	<i>Name</i>
<b>Sign-In Functionality</b>	<code>_su_name</code>
These cookies are used to ease your, the users, sign in process.	<code>_su_token</code>
	<code>token</code>
	<code>_pp_ses</code>
	<code>_ph_ses</code>
	<code>_cookie_accept</code>
	<code>tmpforforgotform</code>
	<code>username</code>
	<b>Referral Functionality</b>
These cookies support tracking referrals	<code>invcode</code>

	sharedtoken
	vbc_signup_click
	ed vbcurl
	re code
	re_code_a
<b>Basic Functionality</b>	siteid
These cookies support basic Website(s) and Solution(s) functionality, and user preferences when utilizing Website(s) and Solution(s)	unique_view
	invitecode_domain
	spent_time
	_cookie_accept
	cardListView
	cardList_order
	cardList_order_up
	contactList_order
	clang
	IN_HASH
<b>Third Party Cookies</b>	_ga
These cookies are placed for third party usage	_gid
	_gat_gtag_UA_7237740_9_19

**How often will Be Remarkable Group update this Cookie Statement?**

We may update this Cookie Statement from time to time in order to reflect, for example, changes to the cookies we use or for other operational, legal, or regulatory reasons. Please therefore re-visit this Cookie Statement regularly to stay informed about our use of cookies and related technologies.

The date at the top of this Cookie Statement indicates when it was last updated.

**Where can I get further information?**

If you have any questions about our use of cookies or other technologies, please email us at [privacy@beremarkablegroup.co](mailto:privacy@beremarkablegroup.co).

THE END