

## Vivun Inc. - Promotional Program Terms

These Promotional Program Terms (the “Terms”) govern participation in promotional programs offered by Vivun Inc. (“Vivun,” “Company,” “we,” or “us”), including sweepstakes, contests, referral programs, incentive programs, beta programs, and similar initiatives (each, a “Program”). These Terms apply to all Programs and are incorporated into any Program-specific materials (each, a “Program Notice”). Participation constitutes acceptance of these Terms, as may be modified by Vivun at any time.

1. Scope; Discretion; Control: Vivun retains sole and absolute discretion over all aspects of any Program, including its design, administration, interpretation, and outcomes. Without limitation, Vivun may: (a) establish, modify, suspend, or terminate any Program at any time; (b) determine eligibility, participation requirements, and qualification criteria; (c) accept, reject, invalidate, or disqualify any participation or Participant, including retroactively; (d) audit, monitor, and investigate participation and compliance; (e) determine, adjust, or revoke any rewards or benefits; and (f) interpret these Terms and any Program Notice, with all decisions being final and binding. Participation is a revocable privilege and does not create any entitlement. Vivun disclaims liability for technical issues, third-party interference, or Participant reliance on Program materials.

2. Program Notices: Vivun may issue Program Notices that supplement these Terms. Vivun may: (a) create, modify, or withdraw any Program Notice at any time; (b) determine how such notices apply and resolve inconsistencies between notices and these Terms; (c) treat all Program materials as informational and non-binding unless confirmed by Vivun; (d) determine eligibility and qualification standards, including applying additional criteria; (e) define and modify metrics, scoring, and methodologies; (f) communicate through any channel, with Participants responsible for monitoring communications; and (g) correct errors or inconsistencies at any time. All determinations are final and not subject to challenge.

3. Eligibility: Participation is void where prohibited. Participants represent and warrant that: (a) they meet applicable age and legal capacity requirements; (b) all information provided is accurate and complete; (c) participation complies with all applicable laws and obligations; and (d) participation does not violate contractual, employment, or ethical obligations. Participants further agree that: (i) they will not engage in conduct that could be construed as bribery, kickbacks, or improper inducement; (ii) they are not subject to sanctions or restricted party lists; and (iii) they will not use multiple or false identities. Vivun may verify eligibility, impose additional criteria, reevaluate eligibility at any time, and disqualify Participants for non-compliance, with or without notice.

4. Entry and Participation: Participation is subject to Vivun’s discretion and compliance with these Terms and applicable Program Notices. Vivun may require Participants to: (a) submit information, documentation, or verification materials; (b) complete specified actions or milestones; and (c) comply with submission standards requiring accuracy, completeness, and legal compliance. Vivun may verify participation, determine whether actions qualify, and rely on its internal systems as the authoritative source. Vivun may disregard manipulative or improper activity, adjust participation data, and modify participation mechanisms due to technical or operational issues. Participants are responsible for maintaining accurate contact information, monitoring communications, and meeting deadlines. Participation does not guarantee any outcome or reward.

5. Referral Programs: Where applicable, referral activity must comply with these Terms. Vivun may: (a) determine whether any referral qualifies; (b) require referrals to meet eligibility and verification standards; and (c) invalidate referrals at any time. Participants must ensure all referral activity complies with applicable laws, including anti-bribery, anti-spam, and data protection laws. Participants shall not: (i) offer inducements or engage in improper influence; (ii) submit false, duplicate, or automated referrals; or (iii) engage in misleading or manipulative conduct. Participants must obtain all necessary consents before sharing personal data. Vivun retains sole discretion over attribution and may reevaluate or revoke referrals and associated rewards at any time. Referral programs do not create any agency or compensation relationship.

6. Rewards: All rewards are discretionary, conditional, and subject to verification and compliance. Vivun may: (a) determine eligibility, timing, and amount of any reward; (b) modify, substitute, delay, or cancel rewards at any time; and (c) impose conditions such as documentation or agreements prior to issuance. Rewards may be withheld, reduced, or clawed back if: (i) Terms are violated; (ii) errors occur; (iii) eligibility changes; or (iv) risk is identified. Rewards do not vest, are not compensation, and do not create property rights. Participants are responsible for taxes and may not transfer rewards unless permitted. Vivun may impose limits or adjust allocations and correct errors at any time.

7. Data Protection and Privacy: Vivun may process personal data for Program administration, verification, analytics, fraud prevention, and related purposes. Data may include identification, usage, technical, and communication information, and may be transferred internationally subject to appropriate safeguards. Participants acknowledge that: (a) processing may involve automated decision-making; (b) Vivun's determinations are final; and (c) no system is fully secure. Participants are responsible for obtaining consent when providing third-party data and complying with applicable laws. Vivun may share data with affiliates, service providers, and authorities as required.

8. Publicity: Participants grant Vivun a worldwide, perpetual, royalty-free license to use their name, likeness, statements, and related materials ("Publicity Materials") for any lawful purpose. Vivun may: (a) use, modify, and distribute such materials without approval; (b) combine or edit materials; and (c) use materials without compensation. Participants waive related rights and represent that they have authority to grant such rights. Vivun has no obligation to use any materials.

9. Export Controls and Sanctions: Participants represent that they are not subject to sanctions or restricted party lists and will not participate in violation of applicable export control or sanctions laws. Vivun may terminate participation to ensure compliance.

10. Disclaimer: All Programs and related materials are provided "as is" without warranties of any kind. Vivun disclaims all warranties, including merchantability, fitness for purpose, and accuracy. Participation is voluntary and at Participant's sole risk.

11. Limitation of Liability: IN NO EVENT SHALL VIVUN OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PARTNERS BE LIABLE FOR ANY: INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA INTERRUPTION OF BUSINESS OR PROGRAM PARTICIPATION COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR RELATING TO THESE TERMS, ANY PROGRAM, OR PARTICIPATION THEREIN, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIVUN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ANY PROGRAM SHALL NOT EXCEED \$100.00USD (ONE HUNDRED DOLLARS). PARTICIPANT ACKNOWLEDGES THAT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THESE TERMS ARE A FUNDAMENTAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES AND THAT VIVUN WOULD NOT OFFER ANY

PROGRAM WITHOUT SUCH LIMITATIONS. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT CERTAIN LIMITATIONS, SUCH LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED.

12. Indemnification: Participant shall indemnify and hold harmless Vivun from claims arising out of: (a) participation; (b) violation of these Terms; (c) referral activities; or (d) violation of law or third-party rights. Vivun may assume defense of any claim, and obligations survive termination.

13. Dispute Resolution: TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR ANY PROGRAM (A "DISPUTE") SHALL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION. Arbitration shall be administered by a recognized arbitration provider designated by Vivun, in accordance with its applicable rules, as modified by these Terms. PARTICIPANT KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR ANY PROGRAM.

Notwithstanding the foregoing, Vivun may seek injunctive or equitable relief in any court of competent jurisdiction to protect its rights, including intellectual property, confidential information, or enforcement of these Terms.

14. Termination: Vivun may terminate any Program or participation at any time without liability.

15. Governing Law: These Terms are governed by Delaware law.

16. General: These Terms constitute the entire agreement. Vivun may assign them without restriction. Failure to enforce any provision is not a waiver. Invalid provisions shall be enforced to the maximum extent permitted.

17. Acceptance: Participation in any Program constitutes acceptance of these Terms.