

# Terms and Conditions

Vita Health Services (“Vita Health Services,” “we” or “us”) thanks you for using our products. The following Vita Health Services™ Terms and Conditions (the “Terms and Conditions”) apply in their entirety when you:

1. access or use the Offering;
2. register as a Vita Health Services member (“Member”) at the Offering, which provides you with access to some or all of the Offering’s activities, content, products, services, surveys and tests (collectively, the “Vita Health Services” Services), as well as various interactive features and services (collectively, the “Interactive Services” and together with the Vita Health Services Services, the “Services”); or
3. register for one of our sweepstakes, promotional offers or contests, as offered from time to time (the “Promotions”).

The Vita Health Services™ Website Privacy Policy (“Privacy Policy”), the Vita Health Services™ Non-Disclosure and Confidentiality Agreement, other Vita Health Services™ operating rules, policies, price schedules (if any), Promotions rules and additional supplemental terms and conditions or documents that may be published from time to time, are expressly incorporated herein by reference (collectively, the “Agreement”). Please review the Agreement carefully.

YOU MUST AFFIRMATIVELY CONSENT TO USE OUR OFFERINGS, AND BY DOING SO, YOU CONSENT TO THESE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO OUR TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY, IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR OTHERWISE USE THE SERVICES, CONTENT (AS THAT TERM IS DEFINED BELOW), PROMOTIONS OR SITE IN ANY MANNER OR FORM WHATSOEVER.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE OFFERING, OR IF YOU ARE AN EDUCATOR (AS DEFINED BELOW) WHO IS ACTING AS THE AGENT OF A PARENT OR LEGAL GUARDIAN, YOU MUST AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN RESPECT OF SUCH CHILD’S USE OF THE WEBSITE.

The Content appearing on the OFFERING is provided for informational purposes only. Much of the Content, as well as the Member Content (as defined below), appearing on the Offering is provided by third-parties. Vita Health Services™ shall not be responsible or liable for the accuracy, usefulness or availability of any Content, Member Content or other information transmitted or made available by and through the Offering and/or Services.

Under our Privacy Policy, we will only process your Personal Information (as defined in the Privacy Policy) in accordance with applicable data protection and privacy laws. For the purposes of UK and EU data protection legislation, the data controller is Vita Health Services, 4 Science Park, New Haven, CT 06511

## 1. Scope/Modification of Agreement

You agree to the terms and conditions outlined in the Agreement with respect to your use of the Services, Content, Offering, Promotions, Member Content and/or any other analyses, research, opinions, reports and/or other information provided by or through same (collectively, “Vita Health Services™ Offerings”). The Agreement constitutes the entire and only agreement between you and

Vita Health Services™ with respect to your use of the Vita Health Services™ Offerings and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to your use of the Vita Health Services™ Offerings. Vita Health Services™ may, without notice, update, revise, or change the Agreement, and the scope and functionality of the Vita Health Services™ Offerings, in whole or in part, at any time; provided, however, that any amendment or modification to the arbitration provisions, prohibition on class actions provisions or any other provisions applicable to dispute resolution (collectively, “Dispute Resolution Provisions”) shall not apply to any disputes that arose prior to the applicable amendment or modification. The latest Agreement will be posted on the Offering, and you should review the Agreement prior to using the Vita Health Services™ Offerings. By your continued use of the Vita Health Services™ Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, which shall be governed by the Dispute Resolution Provisions then in effect at the time of the subject dispute). Therefore, you should regularly check the Offering for any updates and/or changes. You understand and agree that Vita Health Services™ is not responsible or liable in any manner whatsoever for your inability to use the Vita Health Services™ Offerings.

## **2. Requirements**

The Vita Health Services Offerings are not available to:

i. any users previously suspended or removed from the Site or Services OR ii. ANY PERSONS UNDER THE AGE OF 18 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A PARENT OR LEGAL GUARDIAN, when required.

## **3. Vita Health Services**

Vita Health Services offers its Products and Services to various healthcare providers, health plans and/or other organizations and companies (collectively, “Vita Health Services Health Program Companies”). Members, employees, clients or customers (“Vita Health Services Health Program Clients”) of such Vita Health Services Health Program Companies may be subject to the payment terms provided by their Vita Health Services Health Program Company.

## **4. Description of the Content**

Subject to the terms and conditions of the Agreement, end - users that possess the requisite technology and register shall have the opportunity to view all or some of the quizzes, tests, challenges and activities (collectively, “Activities”), as well as the media, text, images, graphics, analyses, research, comments, opinions, advice, statements, offers, services, requests, solicitations, user interfaces, audio, video, photographs, trademarks, logos, artwork, news articles and other content made available by and through the Services (collectively, and together with the Activities, the “Content”). The Content is compiled, distributed and displayed by Vita Health Services, as well as Members, and other third - party content providers (“Third - Party Providers”). Vita Health Services does not control the Content provided by Members and/or Third - Party Providers that is made available by and through the Services and/or Offering. Such Members and/or Third - Party Providers are solely responsible for the accuracy, completeness, appropriateness and/or usefulness of such Content. The Content should not necessarily be relied upon. Vita Health Services does not represent or warrant that the Content and other information posted by and through the Services and/or Site is accurate, complete, up to date or appropriate.

You understand and agree that Vita Health Services will not be responsible for, and Vita Health Services undertakes no responsibility to monitor or otherwise police, such Content. You agree that Vita Health Services shall have no obligation and incur no liability to you in connection with any such Content. You may find certain Content as posted by Members and/or Third - Party Providers to be outdated, harmful, inaccurate and/or deceptive. Please use caution, common sense and safety when using the Vita Health Services Offerings.

If you would like to register a complaint, notify Vita Health Services of a dispute, notify Vita Health Services of any improper use of your Content or other information or notify Vita Health Services of inaccurate or misleading Content appearing on the Offering or otherwise made available by and through the Services, please feel free to contact us at [support@vitahealth.care](mailto:support@vitahealth.care).

## **5. Description of the Vita Health Services**

Subject to the terms and conditions of the Agreement including, without limitation, those contained in sections 11 and 12 below, Members shall have access to the Vita Health Services. The Vita Health Services include a series of proprietary Vita Health Services Activities, challenges and other Content that are designed reduce suicide attempts by employing a broad range of skills.

## **6. Member Content Terms of Use and Restrictions**

As a Member, you agree that you are solely responsible for the Member Content and/or other information that you publish, transmit and/or post by and through the Offering and/or Services. You agree to use the Offering and/or Services in a manner consistent with any and all applicable laws, rules and regulations. In connection with your use of the Site and/or Services, you agree not to:

- i. display any telephone numbers, street addresses, URLs, e - mail addresses or confidential information of any third party;
- ii. display any audio files, text, photographs, videos or other images containing confidential information;
- iii. display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in your community, as defined under applicable law;
- iv. impersonate any person or entity;
- v. "stalk" or otherwise harass any person;
- vi. engage in any unauthorized advertising or commercial solicitation of third parties;
- vii. transmit any chain letters, spam or junk e - mail;
- viii. express or imply that any statements that you make are endorsed by Vita Health Services, without our specific prior written consent;
- ix. harvest or collect personal information of other Members or other persons whether or not for commercial purposes, without their express consent;
- x. use any robot, spider, Offering 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 Offering or its contents;
- xi. post, distribute or reproduce in any way any copyrighted material, trademarks, service marks, trade secrets, patents, domain names, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- xii. remove any copyright, trademark or other proprietary rights notices contained on the Offering;

- xiii. interfere with or disrupt any of the Services, Offering and/or the servers or networks connected to same;
- xiv. post, offer for download, e - mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- xv. post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet;
- xvi. "frame" or "mirror" any part of the Offering, without our prior written authorization;
- xvii. use metatags, code or other devices containing any reference to Vita Health Services, the Services and/or the Offering in order to direct any person to any other website for any purpose; and/or
- xviii. modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Services and/or Offering or any software used on or for the Services and/or Offering.

Engaging in any of the aforementioned prohibited practices shall be deemed a breach of the Agreement and may result in the immediate termination of your membership without notice, at the sole discretion of Vita Health Services. Vita Health Services reserves the right to pursue any and all legal remedies against Members that engage in the aforementioned prohibited conduct.

## **7. Requirements**

As a Member, you are granted a non - exclusive, non - transferable, revocable and limited license to access and use the Vita Health Services Offerings and certain third - party Member Content in accordance with the Agreement. Vita Health Services may terminate this license at any time for any reason. Unless otherwise expressly authorized by Vita Health Services, you may only use the Vita Health Services Offerings and third - party Member Content for your own personal use. No part of the Vita Health Services Offerings or third - party Member Content may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile , disassemble, reverse engineer or transfer the Vita Health Services Offerings, third - party Member Content and/or any portion thereof. You may not create any "derivative works" by altering any aspect of the Vita Health Services Offerings and/or third - party Member Content. You may not use the Vita Health Services Offerings and/or third - party Member Content in conjunction with any other third - party content. You may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Content or other information from the Site. You may not exploit any aspect of the Vita Health Services Offerings and/or third - party Member Content for any commercial purposes not expressly permitted by Vita Health Services. You further agree to indemnify and hold harmless Vita Health Services for your failure to comply with this Section 14. Vita Health Services reserves any rights not explicitly granted in the Agreement. YOU AGREE THAT Vita Health Services, IN ITS SOLE DISCRETION, MAY TERMINATE YOUR USE OF Vita Health Services OFFERINGS, AND REMOVE AND DISCARD ANY CONTENT WITHIN THE OFFERING, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FOR LACK OF USE OR IF Vita Health Services BELIEVES THAT YOU HAVE VIOLATED OR ACTED INCONSISTENTLY WITH THE LETTER OR SPIRIT OF THE TERMS AND

CONDITIONS. Vita Health Services MAY ALSO IN ITS SOLE DISCRETION AND AT ANY TIME DISCONTINUE PROVIDING THE OFFERING AND Vita Health Services OFFERINGS OR ANY PART THEREOF, WITH OR WITHOUT NOTICE. YOU AGREE THAT ANY TERMINATION OF YOUR ACCESS TO Vita Health Services OFFERINGS UNDER ANY PROVISION OF THESE TERMS AND CONDITIONS MAY BE EFFECTED WITHOUT PRIOR NOTICE, AND ACKNOWLEDGE AND AGREE THAT Vita Health Services MAY IMMEDIATELY DEACTIVATE OR DELETE YOUR MEMBER CONTENT AND/OR BAR ANY FURTHER ACCESS TO SUCH FILES, Vita Health Services OFFERINGS. FURTHER, YOU AGREE THAT Vita Health Services SHALL NOT BE LIABLE TO YOU OR ANY THIRD - PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE Vita Health Services OFFERINGS. THE TERMS AND CONDITIONS WILL CONTINUE TO APPLY TO YOUR PAST USE OF Vita Health Services OFFERINGS. TERMINATION OF YOUR ACCESS TO AND USE OF Vita Health Services OFFERINGS SHALL NOT RELIEVE YOU OF ANY OBLIGATIONS ARISING OR ACCRUING PRIOR TO SUCH TERMINATION OR LIMIT ANY LIABILITY THAT YOU OTHERWISE MAY HAVE TO Vita Health Services.

### **8. Proprietary Rights**

All third - party Member Content and other material posted or made available by and through the Vita Health Services Offerings including, but not limited to, the design, selection, arrangement and coordination of such Vita Health Services Offerings, is owned by, or licensed to, Vita Health Services and is protected under applicable copyright, trademark and other proprietary (including, but not limited to, intellectual property) rights. Except as expressly provided in the Agreement, no part of the Vita Health Services Offerings and/or third - party Member Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without Vita Health Services's prior express written consent. Except as expressly provided in the Agreement, you are not granted any rights or license to patents, copyrights, trade secrets, rights of publicity, service marks or trademarks with respect to any of the Vita Health Services Offerings, third - party Member Content or any document, software, services or other materials viewed at or through same. The posting of information or material by and through the Vita Health Services Offerings by Vita Health Services, any Member or any Third - Party Provider does not constitute a waiver of any right in or to such information and materials. Vita Health Services reserves all rights not expressly granted in the Agreement. The "Vita Health Services" name and logo are trademarks of Vita Health Services. All custom graphics, icons and service names are trademarks and/or copyrights of Vita Health Services. All other trademarks are the property of their respective owners. The use of any Vita Health Services trademarks, service marks, copyrights, patents, trade secrets, domain names, and/or other proprietary rights without Vita Health Services's express written consent is strictly prohibited.

### **9. Bypassing or Disabling any Portion of the Vita Health Services Offerings or Software**

You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Vita Health Services Offerings. You may not take any action that imposes an unreasonable or disproportionately large load on the Vita Health Services Offerings infrastructure. If you bypass or disable any portion of the Vita Health Services Offerings or associated software including, without limitation, the blocking of cookies, or blocking the operation of any other Vita Health Services systems, you are in violation of the Agreement and Vita Health Services may

suspend or terminate your use of the Vita Health Services Offerings without notice. Termination of your access to the Vita Health Services Offerings will not excuse you from any criminal or other civil liability that may result from your actions.

#### **10. Indemnification**

You agree to indemnify and hold Vita Health Services, its parents and subsidiaries, and each of their respective members, officers, directors, employees, agents, co - branders, content licensors and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third - party due to or arising out of:

- i. your use of any of the Vita Health Services Offerings;
- ii. your breach of the Agreement;
- iii. your violation of any rights of another individual and/or entity;
- iv. any dispute between you and any Member, Third - Party Provider or other third - party;
- v. your Member Content; and

The provisions of this Section 10 are for the benefit of Vita Health Services, its parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

#### **11. Disclaimer of Warranties**

THE Vita Health Services OFFERINGS, MEMBER CONTENT AND/OR ANY OTHER Vita Health Services PRODUCTS AND/OR SERVICES, ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY AND ALL WARRANTIES, EXPRESS AND/OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON - INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, Vita Health Services MAKES NO WARRANTY THAT THE Vita Health Services OFFERINGS, MEMBER CONTENT AND/OR ANY OTHER Vita Health Services PRODUCTS AND/OR SERVICES:

- i. WILL MEET YOUR REQUIREMENTS;
- ii. WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR - FREE OR THAT DEFECTS WILL BE CORRECTED;
- iii. WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS OR DESTRUCTIVE PROGRAMS;
- iv. WILL HAVE SECURITY METHODS EMPLOYED THAT WILL BE SUFFICIENT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF SAME, OR AGAINST INFRINGEMENT;
- v. WILL RESULT IN ANY SPECIFIC HAPPINESS, MENTAL HEALTH, PSYCHIATRIC OR OTHER BENEFIT OR RELATED OUTCOME; AND/OR
- vi. WILL BE ACCURATE OR RELIABLE. THE Vita Health Services OFFERINGS, MEMBER CONTENT AND/OR ANY OTHER Vita Health Services™ PRODUCTS AND/OR SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

Vita Health Services WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE OFFERING. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Vita Health Services, ANY MEMBERS, THIRD - PARTY PROVIDERS OR OTHERWISE THROUGH OR FROM THE Vita Health Services OFFERINGS

AND/OR MEMBER CONTENT, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

## **12. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Vita Health Services SHALL NOT BE LIABLE TO YOU OR ANY THIRD - PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PAIN AND SUFFERING, PERSONAL INJURY/WRONGFUL DEATH, LOSS OF INCOME, LOSS OF CONSORTIUM, BUSINESS INTERRUPTION, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Vita Health Services HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, Vita Health Services ALSO SHALL NOT BE LIABLE TO YOU OR ANY THIRD - PARTY FOR:

- i. THE USE OR THE INABILITY TO USE THE Vita Health Services OFFERINGS, MEMBER CONTENT AND/OR ANY OTHER Vita Health Services™ PRODUCTS AND/OR SERVICES;
- ii. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND /OR ANY OTHER Vita Health Services PRODUCTS AND/OR SERVICES PURCHASED OR OBTAINED FROM OR THROUGH THE Vita Health Services OFFERINGS AND/OR MEMBER CONTENT;
- iii. THE FAILURE TO REALIZE ANY SPECIFIC SUICIDALITY REDUCTION, MENTAL HEALTH, PSYCHIATRIC OR OTHER BENEFIT OR RELATED OUTCOME; AND
- iv. ANY OTHER MATTER RELATING TO THE Vita Health Services OFFERINGS, MEMBER CONTENT AND/OR ANY OTHER Vita Health Services PRODUCTS AND/OR SERVICES.

THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, SECURITIES LAW VIOLATIONS, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MEDICAL AND OTHER MALPRACTICE, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE Vita Health Services FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF Vita Health Services TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE Vita Health Services™ OFFERINGS, MEMBER CONTENT AND/OR ANY OTHER Vita Health Services PRODUCTS AND/OR SERVICES MAY BE BROUGHT BY YOU OR Vita Health Services MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND Vita Health Services. ACCESS TO THE Vita Health Services OFFERINGS, MEMBER CONTENT AND/OR ANY OTHER Vita Health Services PRODUCTS AND/OR SERVICES WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS Vita Health Services'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **13. Third-Party Websites**

The Vita Health Services Offerings may contain links to other websites on the Internet that are owned and operated by third parties, including Third - Party Providers. In some instances, these websites may be co - branded and the third parties are entitled to use Vita Health Service's name and logo on their third - party websites. Vita Health Services does not control the information,

products or services available on these third - party websites. The inclusion of co - branding and/or links does not imply endorsement by Vita Health Services of the applicable website or any association with the website's operators. Because Vita Health Services has no control over such websites and resources, you agree that Vita Health Services is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from any such websites or for the protection of your data privacy by third parties. Any dealings with, or participation in promotions offered by, advertisers, Third - Party Providers featured on the Site, including the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the applicable Third - Party Provider, advertiser or other third - party, as applicable. You further agree that Vita Health Services shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.

#### **14. Member Information**

Except where expressly provided otherwise by us in the Agreement, and subject to the Privacy Policy, all comments, content, information and/or materials that you submit through or in association with Vita Health Services Offerings including, without limitation, the Member Content, shall be subject to the Privacy Policy. By submitting such Member Content and/or materials to us, you, subject to the Privacy Policy:

- i. represent and warrant that Vita Health Service's use of your submission does not and will not breach any agreement, violate any law or infringe any third - party's rights and is true and accurate in all respects;
- ii. agree that Vita Health Services is free to use, in any manner, all or part of such Member Content and/or materials on an unrestricted basis without the obligation to notify, identify or compensate you or anyone else; and
- iii. grant Vita Health Services all necessary rights, including a waiver of all copyright, trademark, service marks, privacy, right of publicity and moral rights, to use all Member Content and/or materials, in whole or in part, or as a derivative work, without any duty by Vita Health Services to anyone whatsoever.

#### **15. Dispute Resolution Provisions**

The Agreement shall be treated as though it were executed and performed in New York, New York, U.S.A. and shall be governed by and construed in accordance with the laws of the State of New York, U.S.A. (without regard to conflict of law principles).

Should a dispute arise concerning the Vita Health Services Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto the parties agree to submit their dispute for resolution by binding arbitration before the American Arbitration Association in New York, New York, in accordance with the then current Commercial Arbitration rules of the American Arbitration Association; provided, however, that any claims, disputes, actions or proceedings by Vita Health Services to relating to its intellectual property rights and/or to prevent unfair competition, misappropriation of trade secrets, unauthorized access, fraud, industrial espionage, and or fraud (including computer fraud) may be brought in the federal courts in the City and County of New York, New York, U.S.A. and you irrevocably consent to the exclusive jurisdiction and venue of such courts.



To the extent permitted by law, you agree that you will not join any arbitral claim with the claim of any other person or entity, and you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Vita Health Services and/or its employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that Vita Health Services incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits:

- i. does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and
- ii. is an independent agreement.

You may opt - out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Offering.

Vita Health Services makes no claim that the Vita Health Services Offerings may be lawfully viewed or that Content may be downloaded outside the U.S.A. Access to the Offering and Content and use of the Vita Health Services Offerings may not be legal by certain persons or in certain countries. If you access and use the Vita Health Services Offerings from outside the U.S.A., you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

## **16. Miscellaneous**

Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Our failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Headings used in this Agreement are for convenience only and have no legal or contractual significance. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors, heirs, and assigns of both parties, as the case may be. Vita Health Services may assign this Agreement in whole or in part at any time without your consent. You may not assign this Agreement or delegate any of your obligations hereunder.

## **17. Contact Us**

To contact us directly with any questions or comments that you may have, send an email to [support@vitahealth.care](mailto:support@vitahealth.care). We endeavor to listen to or read, as applicable, every message sent in and to reply promptly to each one. The information that is provided by you is used to respond directly to your questions or comments. If you have any questions about the Agreement, the Vita Health Services Offerings or the practices of Vita Health Services, please feel free to contact us at [support@vitahealth.care](mailto:support@vitahealth.care).