

## TERMS OF USE

### Terms

Date last updated: September 2, 2023

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING LYFEVINE.COM OR ANY SERVICES PROVIDED BY US, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND OUR [PRIVACY POLICY](#) (ACCESSIBLE FROM THE SITE FOOTER SECTION). IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS OR OUR PRIVACY POLICY, DO NOT ACCESS OR USE THE LYFEVINE WEBSITE OR ANY SERVICES PROVIDED BY US.

This USER Agreement (the "Agreement") and the policies referred to herein contain the complete terms and conditions that apply to your use of lyfevine.com and all affiliated web sites and applications owned and operated solely by LYFEVINE LLC (collectively, the "LYFEVINE Site" or "Site") used by you for the development of your own personal health and wellness services (the "Services"). As used in this Agreement, "LYFEVINE," "Company," "we," or "us" refer to Lyfevine, LLC. "USER" or "you" refers to anyone who accesses or uses the Site and/or books Provider Services on their behalf or a third person's behalf. USE OF THE SERVICES AND THE LYFEVINE SITE CONSTITUTES KNOWING ACCEPTANCE AND ACKNOWLEDGEMENT OF THIS USER AGREEMENT, AND LYFEVINE'S PRIVACY POLICY (COLLECTIVELY, THE "LYFEVINE POLICIES").

Lyfevine may modify this Agreement's terms and conditions at any time without notice.

Continued use of the Services and the Lyfevine Site after a change in this Agreement, or after implementation of any other new policy constitutes acceptance of such change or policy. If the Company amends this Agreement, it will update this posting on the Lyfevine Site and specify the effective date of the new version of the Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY REVISED VERSION OF THIS AGREEMENT, PLEASE DO NOT USE THIS SITE OR OUR SERVICES.

### **CHILDREN UNDER THE AGE OF 18**

Our Site is not intended for children under 18 years of age (16 with legal guardian consent) or the age of majority in your jurisdiction. No one under age 18 may provide any information to or on the Site. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on this Site. We reserve the right, in our sole discretion, to verify the age of any USER and terminate an account without warning if Company believes USER is under 18 and has not obtained legal guardian consent. If we learn we have collected or received personal information from a child under 18 without verification of legal guardian consent, we will delete that information. If you believe we have any information from or about a child under 18, please contact us at [contact@lyfevine.com](mailto:contact@lyfevine.com).

#### 1.USE OF SERVICE; NO MEDICAL, HEALTH, OR FITNESS ADVICE

You understand that our Services are intended for use only by individuals healthy enough to perform strenuous exercise and follow a general overall health and nutrition plan and, may not be suitable or recommended to all individuals, including but not limited to, pregnant women or people who suffer from an underlying medical condition or who have special dietary needs. Our Services may utilize the Physical Activity Readiness Questionnaire (PAR-Q) in assessing the safety of, or possible risks of, exercising for you based on your answers. This assessment requires that all information provided by you is true, complete and correct and further, requires that you not omit any relevant information regardless of whether we have asked about such information. Furthermore, in becoming a user of the Services, you affirm that a physician has specifically approved your use of the Services, or that all of the following statements are true:

- no physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician;
- you have never felt chest pain when engaging in physical activity;
- you have not experienced chest pain when not engaged in physical activity at any time within the past month;
- you have never lost your balance because of dizziness and you have never lost consciousness;

- you do not have a bone or joint problem that could be made worse by a change in your physical activity;
- your physician is not currently prescribing drugs for your blood pressure or heart condition;
- you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems;
- you are not pregnant, breastfeeding or lactating;
- you do not have a condition of high-cholesterol, diabetes, obesity or arthritis; and
- you are capable of meeting with, and following recommendations from, practitioners in one or more of the following areas: personal trainers, massage therapists, yoga instructors, meditation instructors, nutritionists, health coaches, reiki, self-defense instructors, life coaches.
- you do not know of any other reason you should not exercise or follow a general nutrition plan.

BEFORE USING OUR SERVICES, YOU SHOULD CONSULT YOUR DOCTOR OR OTHER PROFESSIONAL HEALTHCARE PROVIDER. THE USE OF ANY INFORMATION OR PROGRAMS PROVIDED ON THE SERVICES IS SOLELY AT YOUR OWN RISK. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

IF AT ANYTIME DURING YOUR ENGAGEMENT IN ANY ACTIVITY RECOMMENDED BY ANY OF THE PRACTITIONERS, PROVIDERS OR PROFESSIONALS THROUGH OUR SITE(S) YOU DO NOT FEEL WELL, MAKE SURE YOU STOP IMMEDIATELY AND SEEK MEDICAL ADVICE OF A MEDICAL PROFESSIONAL IF REQUIRED.

THE CONTENT AVAILABLE VIA THE SERVICES IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER THE COMPANY NOR ITS AFFILIATES OR USERS ARE ENGAGED IN RENDERING ANY UNAUTHORIZED MEDICAL, COUNSELING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE. SUCH CONTENT IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR

TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. NOTHING STATED OR POSTED ON THIS SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR ANY OTHER INDUSTRY REQUIRING PROPER LICENSING OR ADMINISTRATION. OUR PROVIDER RECOMMENDED WORKOUT PLANS, HEALTH PLANS, COACHING, INSTRUCTION AND EXERCISES OR NUTRITION PLANS, EVEN IF THEY ARE TAILORED TO INDIVIDUAL USERS, SHOULD NOT BE MISCONSTRUED AS MEDICAL ADVICE, DIAGNOSES OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT.

Neither the Company nor any of its Providers or affiliates will be liable for any physical, mental or emotional injury or illness that may result, whether directly or indirectly, from any of our recommended meetings, sessions, consultations, workout plans or exercises or nutrition plans. While we may provide guidelines, you assume sole responsibility for performing those exercises or activities with proper form, as risk of injury or illness increases with improper form.

## 2. LYFEVINE'S SOLUTIONS

Lyfevine is an online platform for USERS to find and connect with local personal trainers, nutritionists, yoga instructors, massage therapists, self-defense instructors, meditation instructors, reiki practitioners, health coaches, and life coaches ("Providers") within a 90-mile radius of a USER's location who will provide services to USERS through the Site ("Provider Services"). We require every Provider providing Provider Services on the Site to be an accredited, trained, and experienced professional based on their state or other jurisdiction requirements. Notwithstanding the foregoing, Lyfevine does not guarantee that a Provider's license, certification, education, or other qualification is accurate or authentic.

Lyfevine does not provide Provider Services. The Site's role is limited to enabling the Provider Services. Providers are independent providers, and they are not Company's employees, agents,

or representatives. The Providers themselves are responsible for the performance of the Provider Services.

Lyfevine does not and cannot guarantee that USER will find a Provider within their desired zip code or that Providers will be hired, gain new clients, or increase Provider's revenue as a result of providing Provider Services through this Site.

### 3. BETA VERSION

You understand and acknowledge that (i) you are participating in Company's Beta Test for the Company's Site and Services, (ii) you are receiving a preliminary version of the Site and Services, and (iii) the Site and Services may not operate properly, may not perform all functions for which it is intended or represented, and may not operate error-free. You agree to provide Company with your comments, criticisms, and suggestions for changes with respect to the Site and Services, and agree to help Company identify any and all errors or malfunctions in the operation of the Site and Services.

### 4. MODIFICATION, TERMINATION, INTERRUPTION, and DISRUPTION OF SITE AND/OR SERVICES

The Company reserves the right, in its sole discretion, to modify, suspend, discontinue, terminate or disable access to the Site or the Services at any time and without prior notice. You agree that we will not be liable for any of the aforementioned actions or for any losses or damages as a result.

The Site and Services depend on various factors such as software, hardware, and tools, either our own or those owned or operated by third parties. While we make commercially reasonable efforts to ensure the Site and Services reliability and accessibility, you understand and agree that we cannot guarantee that access to the Site and Services will be uninterrupted or that it will be accessible, consistent, timely, or error-free at all times.

### 5. NO SHOW AND LATE CANCELLATION POLICY

Lyfevine is committed to providing top quality services to its USERS and Providers. To assist us in maintaining a consistently high level of service with the participating businesses and Providers, USERS are asked to cancel or reschedule online any session that they will be unable to honor at least 24 hours in advance of the start time of the original session. **There is no refund if you fail to cancel at least 24 hours prior to the start time of your session.**

Cancelled and rescheduled sessions must be handled between the USER and the Provider. However, if either party believes the other party has violated this Agreement, please contact Lyfevine at [contact@lyfevine.com](mailto:contact@lyfevine.com).

## 6. DEVICE USAGE TERMS AND CONDITIONS

You acknowledge and agree that your use of the Lyfevine Site must also be in accordance with the usage rules established by your mobile device platform or service provider.

## 7. REGISTRATION DATA; ELIGIBILITY

You must create an account with Lyfevine to access certain areas and features of the Services. By creating an account, you agree to (i) provide accurate, current and complete information about you as may be prompted by any signup, login and/or registration forms made available via the Services (the "Registration Data"); (ii) maintain and promptly update the Registration Data, and any other information you provide to Lyfevine, in order to keep it accurate, current and complete; and (iii) accept all risk of unauthorized access to the Registration Data and any other information you provide to Lyfevine.

You further agree that you are responsible for maintaining the confidentiality of your password and any other security information related to your account. We advise you to change your password frequently and to take extra care in safeguarding your password.

Do not allow anyone else to use your account. You agree that you are solely and fully liable and responsible for all activities performed using your account by any person whether authorized or not.

Lyfevine is under no obligation to retain a record of your account or any data or information that you may have stored by means of your account or your use of the Services. You are only authorized to create and use one account for the Services and are prohibited from using alter egos or other disguised identities when using the Services. You are under no obligation to use or continue to use the Services and may stop using the Services without notice to Lyfevine.

#### 7.1 Account Verification

Your account registration is subject to review and approval by Lyfevine. When you register for an account and periodically thereafter, your account will be subject to verification, including but not limited to validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity and your experience if you are a Provider. You authorize Lyfevine, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about you, which includes providing official government or legal documents, and cooperating with other reasonable requests we make to verify your identity. During verification, your account may be temporarily limited, but it will be restored if verification is successfully completed.

Lyfevine reserves the right to refuse, suspend, or revoke access to the Site including for violating this Agreement or for any other reason, or for no reason, all in Lyfevine's sole discretion. You may not access or use the Site if we have previously removed you from the Site.

#### 7.2 Provider Accounts

To have a Provider account with Lyfevine, you must be a licensed, certified, or qualified personal trainer, nutritionist, yoga instructor, massage therapist, self-defense instructor, meditation instructor, reiki practitioner, health coach, or life coach. You agree that you are using the Site solely for business purposes.

You must submit proof of (i) photo identification and (ii) evidence of required industry licensing, certification, or education. Lyfevine will verify Provider's authenticity and credentials before Provider's account will be visible to the public.

Upon verification, you must upload to your account (i) an appropriate profile picture clearly showing your face, and (ii) at least one photo of your primary work location if you plan to list that location address and offer sessions at that location. Profile and work location photos are visible to the public. Lyfevine reserves the right to suspend or terminate your account if a false or misleading photo is submitted.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM LYFEVINE'S REFUSAL, SUSPENSION, OR REVOCATION OF A PROVIDER ACCOUNT.

### 7.3 USER Accounts

To have a USER account with Lyfevine, you must complete a user profile, which you consent to be shown to Providers that you choose to book. Lyfevine reserves the right to verify USER at any time in Lyfevine's sole discretion, including but not limited to circumstances in which a Provider travels to a USER location for a scheduled session, Provider reports to Lyfevine that Provider is uncomfortable with USER, or USER's account is reported to Lyfevine under suspicion that the account or USER is fake, fraudulent, a scam, or any other potentially harmful, illegal, or ill intended user.

In the event that USER requests that Provider travel to USER's location to provide Provider Services, USER agrees to submit valid photo identification. Lyfevine will verify USER's identity before Provider will travel to USER's location.

### 7.4 Existing Provider-Client Relationships

In accordance with Section 8, Providers may not schedule Provider Services sessions outside of Lyfevine's Site. Provider may manually add existing clients to Lyfevine's Site. Existing clients



must create a USER account, enter payment information, and schedule sessions through the Lyfevine Site.

#### 7.5 Provider Insurance

Provider may, but is not required to, maintain commercial general liability insurance and professional liability insurance covering claims for personal injury, death, property damage, or other loss or damage arising from or related to Provider's Provider Services.

Provider understands and agrees that Provider will be responsible for all personal injury, death, damage, or any other claims arising from or related to Provider's Provider Services, Provider's equipment, Provider's location, or any other act or omission of Provider in the provision of the Provider Services, regardless of whether Provider maintains insurance.

#### 8. PROVIDER EXCLUSIVITY

Lyfevine depends on the commitment of Providers to help USERS find consistent, high-quality services in USER's zip code. As such, Provider agrees that while Provider offers the Provider Services on the Lyfevine Site, Provider will not offer their services to any other service provider similar to Lyfevine without Lyfevine's prior written consent. Provider agrees that they will not schedule sessions with USERS outside of the Lyfevine Site or use Lyfevine's third party services to serve non-Lyfevine clients. Violation of this Section may result in account suspension or termination.

#### 9. INTERACTIONS BETWEEN PROVIDERS AND USERS

Lyfevine is not responsible for any interactions that are facilitated through or in connection with the Services, including but not limited to incorrect contact information or other information shared by Provider or USER and use of third-party communication platforms or services such as email and text messaging.

Although Lyfevine requires Providers to provide clean, safe, secure, and sanitary locations and equipment for Provider Services, Lyfevine does not and cannot guarantee that a particular Provider's location or equipment conforms to these requirements.

AS SUCH, YOU SHOULD EXERCISE COMMON SENSE AND CAUTION TO PROTECT YOUR AND OTHERS' PERSONAL PROPERTY AND PERSONAL SAFETY. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO TAKE REASONABLE PRECAUTIONS IN ALL ACTIONS AND INTERACTIONS WITH ANY THIRD PARTY YOU INTERACT WITH IN OR THROUGH THE SERVICE.

LYFEVINE DOES NOT TOLERATE INAPPROPRIATE BEHAVIOR BY USERS OR PROVIDERS, INCLUDING BUT NOT LIMITED TO ANY REQUESTS DEEMED SEXUAL OR INAPPROPRIATE IN NATURE. USERS OR PROVIDERS REPORTED FOR INAPPROPRIATE BEHAVIOR WILL BE IMMEDIATELY REMOVED FROM THE SERVICE.

If a USER or Provider feels uncomfortable for any reason at any time, USER or Provider has the right to terminate the session. The party is encouraged to notify Lyfevine of the reason for termination so that Lyfevine can investigate and take necessary action, including but not limited to reporting the incident to the appropriate legal authority; provided, however, that nothing in this Section shall be construed to impose a duty or obligation on Lyfevine to act.

## 10. USAGE GUIDELINES

The Services are being offered to USER for USER's personal use. USER agrees to use the Services only to book sessions with participating Providers and then honor those sessions by arriving at the designated location on time and ready to participate. **By booking a session, USER also agrees to be bound by the Terms of Use of all fitness clubs, offices, clinics, studios, professionals, and practitioners, etc. who are communicating with you in any way through the Lyfevine Site.** Resale or attempted resale of sessions is prohibited, and is grounds for, among other things, cancellation. Lyfevine expressly reserves all its rights and remedies under applicable state and federal law.

Any and all other uses which are unlawful or in violation of this Agreement's terms and conditions are prohibited. Lyfevine reserves the right, in its sole discretion, to refuse service, terminate accounts, remove or edit content, or cancel sessions.

## 11. PAYMENTS

### 11.1 General

Provider may not accept payment for Provider Services outside of Lyfevine or Lyfevine's third party payment processor.

USER payments to Provider for sessions must be paid in full at the time of purchase. Lyfevine does not currently offer installment payments and payment plans. Sessions are booked in hour blocks, but the actual session may be longer or shorter depending on the particular Provider and type of Provider Service.

### 11.2 Refunds

Lyfevine does not provide refunds for Provider subscription payments to Lyfevine or Lyfevine's Service Fee. Additionally, Lyfevine does not provide refunds for USER purchases. Except as otherwise provided in Section 11.3 "First Session Refund" below, and Section 5 "NO SHOW AND LATE CANCELLATION POLICY" above, Lyfevine will not reimburse or refund charges for late or cancelled appointments.

If Provider is, after Lyfevine's review, deemed at fault for failing to complete a session or session package, or if Provider cannot perform or complete their job functions that Provider was hired for, Provider will be liable to the USER for the full refund on the work not performed or the sessions not attended or completed. Provider authorizes Lyfevine, or Lyfevine's third party payment processor, to debit the payment amount from Provider's bank account on record.

In the event that Provider fails to honor a valid refund, Lyfevine and/or its payment processor reserve the right to investigate and take further action; provided, however, that nothing in this Section shall be construed to impose a duty or obligation on Lyfevine or its payment processor to act.

### 11.3 First Session Refund

USER is entitled to a full refund if USER is unsatisfied with their first session with a Provider. In the event that USER's first session date occurs after USER's payment has been deposited into

Provider's bank account and USER requests a refund, Provider will be liable to USER for full refund of USER's payment. Provider authorizes Lyfevine, or Lyfevine's third party payment processor, to debit the payment amount from Provider's bank account on record.

#### 11.4 Consultations

Provider agrees to provide one free initial consultation. The duration of an initial consultation is at the discretion of Provider and need not be a full session length. No other session, appointment, or additional consultation may be given free of charge.

#### 11.5 Lyfevine's Service Fee

In exchange for providing the Site and Services, Lyfevine is paid 20% of each transaction that USER pays to Provider.

#### 11.6 Discounts

Except as authorized in advance by Lyfevine, Providers may not offer discounts, promotions, coupons, or other price reductions. Failure to follow these payment policies may result in account suspension or termination. Providers agree to honor certain discounts that Lyfevine may offer through its Services from time to time.

#### 11.7 Provider Payment

Provider will receive payment by direct deposit on the Friday following the week USER paid for Provider Services. Provider will only receive payment if USER has paid. When USER purchases multiple sessions, Provider will receive one lump sum payment for all sessions purchased at that time.

Lyfevine recommends that Provider holds payment for USER's first session in their account for at least 48 hours in case USER requests a refund in accordance with Lyfevine's First Session Refund Policy in Section 11.3. Lyfevine will not be responsible for fees or charges incurred as a result of insufficient funds in Provider's account if a payment is refunded.

In January, Lyfevine, or its third-party payment processor, will issue IRS Form 1099s to applicable Providers for the services rendered through the Site for the preceding year. Providers are obligated to ensure that their mailing and email addresses are correct in their profiles to ensure timely receipt of IRS Form 1099.

#### 11.8 Provider Subscription

During the Beta Trial, Provider is entitled to a free 6-month trial period. At the end of the trial period, Provider will pay a monthly subscription fee to use Lyfevine. The subscription fee is subject to change at any time. If, at the end of the free trial period or another time when payment is due, Provider's subscription payment is not timely received by Lyfevine for any reason, Provider's account will be frozen until payment is made. While Provider's account is frozen, Provider will have limited access to the features of the Site and client data.

When Provider purchases a subscription, Provider represents the following: (i) any payment information supplied is true and complete; (ii) any charges incurred will be honored by Provider's credit card company; and (iii) Provider will pay the posted price for the subscription, which may be based on a monthly or annual rate. Posted rates include applicable taxes.

#### 12. EMAIL POLICY

You may receive periodic marketing emails from Lyfevine. If you do not want to receive email from Lyfevine, please unsubscribe either by clicking on the "Unsubscribe" link at the bottom of the email or by updating your preferences on your USER account. USER acknowledges and agrees, however, that USER will still receive session confirmation emails, session change confirmation emails, session cancelation confirmation emails, account change confirmation emails and other emails relating to sessions booked by USER through the Lyfevine Site or changes made to your account through the Lyfevine Site. You will never receive marketing emails from any third party affiliated with Lyfevine, such as a Provider, fitness club, wellness center, etc., unless you have affirmatively opted to receive such email. In accordance with our Privacy Policy, we do not share any of your individual information without your prior consent.

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that these communications be in writing.

### 13. INTELLECTUAL PROPERTY AND GRANT OF RIGHTS TO USER

The Lyfevine Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All text, graphics, video, data, software or other content on the Lyfevine Site ("Lyfevine Content") is provided to USER by Lyfevine for the sole purpose of using the Services for your personal, non-commercial use only. USER shall not copy, display, modify, create derivative works of, publish, rent, lease, redistribute, sublicense, sell, decompile or reverse-engineer the Lyfevine Content or any information, software, or services provided by Lyfevine hereunder. The Lyfevine Content may be modified from time to time by Lyfevine in its sole discretion. Except as expressly set forth herein, no license is granted to USER for any other purpose, and any other use of the Services or the Lyfevine Content by USER shall constitute a material breach of this Agreement. Nothing in this Agreement shall affect any rights of Lyfevine or its licensors in the Services or Lyfevine Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets or other intellectual property rights. No license, right or interest in any trademarks of Lyfevine or any third party is granted under this Agreement. If you violate any of the foregoing restrictions, your right to use of the Services will immediately cease, and you will have infringed the copyright and other rights of Lyfevine, which may subject you to prosecution and damages. Lyfevine reserves all rights not expressly granted to you in this Agreement.

### 14. LICENSE TO USE SERVICES

As between you and the Company, the Company shall own all title, ownership rights, and intellectual property rights in and to the Services, and any copies or portions thereof. Subject to

your compliance with this Agreement, the Company grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to use the Website.

#### 15. CONSENT TO USE OF DATA AND MOBILE COMMUNICATIONS

In exchange for Lyfevine providing you with access to the Services, you consent to Lyfevine collecting and using technical data, personal information and related information in connection with your use of the Services as set forth in our [Privacy Policy](#). You also consent to our communicating with you about the Services.

#### 16. PRODUCT DESCRIPTIONS AND CONTENT

Lyfevine attempts to be as accurate as possible with regards to Content on our websites and Services. If you have reason to believe that a session you purchased through the Services does not meet the claims advertised within the Services, you must contact Lyfevine immediately (and in any case no later than three business days following the session date). Your failure to contact us within this period may affect our ability to investigate and resolve your claim.

While we strive to keep the Content accurate, complete, and up-to-date, we cannot and do not guarantee, and are not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by us or our affiliates or by USERS. The Company does not have any obligation to prescreen, edit, or remove any Content provided by USERS that is posted on or available through the Services. Any opinions, advice, statements or other information expressed or made available by USERS or third parties, including but not limited to bloggers, are those of the respective USER or other third party and not of the Company. We do not endorse and are not responsible for the accuracy or reliability of any opinion, advice or statement made on the Services.

#### 17. PURCHASING SESSIONS FROM LYFEVINE

When you purchase sessions using the Services, you are representing the following: (i) any payment information you supply is true and complete; (ii) charges incurred by you will be

honored by your credit card company and (iii) you will pay the posted price for the session, even if you are unable to attend that session. Posted session rates include applicable taxes. You are responsible for paying the Provider directly for any additional services or charges you incur once you are at the session.

## 18. USER CONTENT AND YOUR CONDUCT

The Services includes forums and other interactive areas or services (“Interactive Areas”) in which you or other USERS can create, post or share content, ratings, reviews, materials, data, information, text, photos and/or other materials (“USER Content”). You are solely responsible for your use of such Interactive Areas and the USER Content you share.

You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any of the following:

- USER Content that is libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, violent, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- USER Content that is illegal or unlawful, that would constitute, encourage or provide instructions for a criminal offense, or that would otherwise create liability or violate any local, state, provincial, national or international law;
- USER Content that may infringe or violate any patent, trademark, trade secret, copyright, right of privacy, right of publicity or other intellectual property right, or any other right, of any party;
- Unsolicited promotions, political campaigning or commercial messages (SPAM), or any chain messages or USER Content designed to deceive or trick a USER of the Service;
- Private information of any third party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; and



- Viruses, corrupted data or other harmful, disruptive or destructive files or code, script or other software designed to automate any functionality on the Service without Lyfevine's express written consent.

You further agree that you are solely responsible for your conduct while using the Services and that you will not do any of the following in connection with the Services or its USERS:

- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other USERS from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Accessing, tampering with, or using non-public areas of the Website, the Company's computer systems, or the technical delivery systems of the Company's providers; attempting to probe, scan, or test the vulnerability of any Company system or network or breaching any security or authentication measures;
- Collect any personally identifiable information about other USERS (except as specifically authorized by Lyfevine), or intimidate, threaten, stalk or otherwise harass or cause discomfort to other USERS of the Services;
- Use the Services for any commercial purpose, except as intended and expressly allowed by Company;
- Use the Services for any illegal or unauthorized purpose or engage in, encourage or promote any illegal activity or any activity that violates this Agreement or any other rules or policies established from time-to-time by Lyfevine;
- Create an account, post any content, or otherwise use the Services if you are not at least 18 years of age, 16 years of age with a legal guardian's consent;
- Modify, adapt, hack or emulate the Services;
- Circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Services or USERS of the Services or third- parties; and
- Infringe upon or violate the rights of Lyfevine, our USERS, or any third party.

- Attempt to access or search the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than tools that access or search the Services through software and/or search agents provided by the Company or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari or Opera);
- Using any meta tags or other hidden text or metadata utilizing a Company trademark, logo, URL or product name;
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive or false source-identifying information;
- Attempting to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Implement any manual processes to monitor or copy Lyfevine Content from the Lyfevine Site without express written permission.
- Utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the Lyfevine Site.
- Collecting or storing any personally identifiable information from the Services from other USERS of the Services without their express prior permission;
- Impersonating or misrepresenting your affiliation with any person or entity;
- Violating any applicable law or regulation;
- Contacting anyone who has asked not to be contacted, or making unsolicited contact with anyone for any commercial purpose;
- Posting false or irrelevant content, or repeatedly posting the same or similar content;

Lyfevine takes no responsibility and assumes no liability for any USER conduct or for any USER Content posted, stored or made available via the Services. Lyfevine will not be liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter through the Services. Your use of the Services, including any Interactive Areas, is at your own risk. Enforcement of the USER content and conduct rules set forth in this

Agreement is solely at Lyfevine's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by these rules.

If you do submit material, and unless we indicate otherwise, you grant Lyfevine a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Lyfevine for all claims resulting from content you supply. Lyfevine has the right but not the obligation to monitor and edit or remove any activity or content, including but not limited to content that violates the standards of this website, as determined by Lyfevine in its sole discretion.

#### 19. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the Services, please notify the Company's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing: An electronic or physical signature of a person authorized to act on behalf of the copyright owner; Identification of the copyrighted work that you claim is being infringed; Identification of the material that is claimed to be infringing and where it is located on the Services; Information reasonably sufficient to permit the Company to contact you, such as your address, telephone number, and e-mail address; A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or

law; and A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

Promptly after receipt of a valid removal notification, we will remove or disable access to the allegedly infringing content. We will also notify the party that posted it of your claim that the material is infringing and will give that party an opportunity to send us a written counter-notification, which may result in us re-posting the content if we believe that it is not infringing.

Any DMCA requests and any other feedback, comments, requests for technical support or other communications should be directed to customer service through [contact@lyfevine.com](mailto:contact@lyfevine.com).

## 20. THIRD-PARTY INTERACTIONS

Your use of the Services and your contact, interaction or dealings with any third parties arising out of your use of the Services is solely at your own risk. The Provider locations, Providers, advertisers, other third parties and other suppliers of Lyfevine are not agents or employees of Lyfevine. Lyfevine does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties. Lyfevine is not responsible for, and will not be held liable for, the acts, errors, omissions, representations, warranties, breaches or negligence of any of these Provider locations, Provider's advertisers, other third parties or other suppliers for any personal injuries, death, property damage, loss, theft or other damages or expenses resulting therefrom.

If there is a dispute between you and any such third party, you understand and agree that Lyfevine shall be under no obligation to become involved. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANY SUCH THIRD PARTY, YOU HEREBY RELEASE THE COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS IN RIGHTS FROM ALL CLAIMS, DEMANDS AND DAMAGES (DIRECT AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR THE SERVICES. YOU HEREBY WAIVE

CALIFORNIA CIVIL CODE SECTION 1542, AND/OR ANY SIMILAR PROVISION OF THE LAW OF ANY OTHER JURISDICTION, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## 21. TERMINATION

If you breach any of the terms or conditions of this Agreement, we may suspend or permanently disable your account or access to the Lyfevine Site. If we suspend or disable your account or access to the Site for any reason, or if Lyfevine discontinues the Lyfevine Site, the license granted to you in this Agreement will immediately terminate and you must immediately stop all use of the Services (including the Lyfevine Site). All of the sections of this Agreement that by their nature should survive termination will survive any termination of this Agreement. For avoidance of doubt, the License section will not survive termination of this Agreement. Any use of the Services after termination is unlicensed and is in violation of the copyright and other rights of Lyfevine. Lyfevine and our affiliates reserve the right to refuse service, terminate accounts, remove or edit content or cancel orders in our sole discretion.

## 22. UNLAWFUL ACTIVITY

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties, and disclosing any information necessary or appropriate to such persons or entities relating to your Registration Data, usage history, posted materials, IP addresses and traffic information.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

## 23. INFORMATION AND PRESS RELEASES

The Lyfevine Site may contain information and press releases about us. We disclaim any duty or obligation to update this information. Information about companies other than ours contained in any press release or otherwise should not be relied upon as being provided or endorsed by us.

## 24. LIABILITY LIMITATIONS

IN NO EVENT SHALL LYFEVINE BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH (I) ANY USE OF THE SERVICES, THE LYFEVINE SITE OR THE LYFEVINE CONTENT, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF THE SERVICES OR THE LYFEVINE SITE FOR SESSIONS), (III) THE PERFORMANCE OR NON-PERFORMANCE OF ANY PROVIDER OR PROVIDER LOCATION IN CONNECTION WITH THE SERVICES, (IV) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEBSITE, (V) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (VI) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES, OR (VII) ANY OTHER MATTER RELATING TO THE SERVICES. IN ADDITION, ALL USERS SPECIFICALLY UNDERSTAND AND AGREE THAT ANY THIRD PARTY DIRECTING USERS TO THE LYFEVINE SITE BY REFERRAL, LINK OR ANY OTHER MEANS IS NOT LIABLE TO USER FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE SERVICES, THE LYFEVINE SITE OR THE LYFEVINE CONTENT.

LYFEVINE IS NEITHER AN AGENT OF NOR IS CONNECTED WITH ANY AFFILIATED PROVIDER OR PROVIDER LOCATION IN WHICH A USER HAS MADE A SESSION. YOU AGREE THAT ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF ANY ACTION OR INACTION OR ANY PROVIDERS OR USERS SHALL BE EXCLUSIVELY BETWEEN YOU AND THE PROVIDER OR USER (AS APPLICABLE) AND NOT LYFEVINE. YOU ACKNOWLEDGE AND UNDERSTAND THAT LYFEVINE ONLY PROVIDES A PLATFORM FOR CONNECTING LOCAL PROVIDERS AND USERS, AND AS SUCH, LYFEVINE

DISCLAIMS ANY AND ALL LIABILITY RELATING TO YOUR INTERACTIONS WITH ANY PROVIDER(S) OR USER(S). ASIDE FROM THE SERVICES PROVIDED ON THE LYFEVINE SITE, LYFEVINE IS NOT LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH A USER'S VISIT WITH AN AFFILIATED PROVIDER OR PROVIDER LOCATION. ANY REPRESENTATIONS MADE TO YOU BY ANY PROVIDER IS SOLELY AT THEIR DISCRETION, AND LYFEVINE HAS NO OBLIGATION TO MONITOR OR VALIDATE, AND SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR, ANY REPRESENTATIONS OR STATEMENTS MADE TO YOU BY THE PROVIDER(S). YOU ACKNOWLEDGE AND UNDERSTAND THAT LYFEVINE SHALL HAVE NO LIABILITY TO YOU FOR ANY STATEMENTS OR REPRESENTATIONS MADE BY A PROVIDER TO YOU AS A RESULT OF YOUR USE OF THE SERVICES.

YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN YOU AND THE COMPANY AND THAT ABSENT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOUR ACCESS TO THE WEBSITES AND SERVICES WOULD BE SUBSTANTIALLY DIFFERENT.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

## 25. DISCLAIMER OF WARRANTY

YOU AGREE THAT THE USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE INFORMATION, PROGRAMS, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED ON THE LYFEVINE SITE, INCLUDING, WITHOUT LIMITATION, THE SERVICES AND THE LYFEVINE CONTENT, ARE PROVIDED TO USER ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. LYFEVINE DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, THE LYFEVINE SITE, THE LYFEVINE CONTENT AND RELATED MATERIALS PROVIDED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY,

TRAINING OR CONSULTATION FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING. THE COMPANY DOES NOT MAKE ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. THE COMPANY DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES, OR ACCESSED THROUGH ANY LINKS ON THE SERVICES. THE COMPANY DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SERVICES.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

## 26. INDEMNIFICATION

You will defend, indemnify and hold us, our Providers, our independent contractors, service providers and consultants, and their respective directors, employees and agents, harmless from and against any and all actual or threatened third-party suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) caused by, arising out of, resulting from, attributable to or in any way incidental to (i) your conduct; (ii) your violation of this Agreement or your violation of the rights of any third party; or (iii) any USER Content you share.

## 27. THIRD-PARTY CONTENT

Lyfevine may provide third-party content via the Services and may provide links to webpages and content of third parties (collectively, "Third-Party Content") as a service to those interested in this information. Lyfevine does not control, endorse or adopt any Third-Party Content and



makes no representation or warranties of any kind regarding Third-Party Content including, but not limited to, its accuracy or completeness. Lyfevine is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. USERS use Third-Party Content at their own risk.

#### 28. LINKING TO THIS SITE

Unless specifically authorized by Company, you may not connect “deep links” to the Company website, i.e., create links to the website that bypass the home page or other parts of the website. You may not mirror or frame the home page or any other pages of this website on any other website.

If you are an approved Provider, you may link to the Company home page, provided you do so in a way that is fair and legal and does not damage the Company’s reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on the Company’s part without our express written consent. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the standards set out in this Agreement. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop. We reserve the right to withdraw linking permission without notice.

#### 29. DOWNLOADING FILES

Company cannot and does not guarantee or warrant that files available for downloading through the website will be free of infection by software viruses or other harmful computer code, files or programs.

#### 30. SEVERABILITY

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

### 31. NO ASSIGNMENT

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by USER, but may be so transferred, assigned or delegated by Lyfevine.

### 32. WAIVER

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

### 33. ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Lyfevine or Lyfevine's employees, agents, successors, or assigns, shall exclusively be settled through binding and confidential arbitration.

Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("AAA"). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively "Rules and Procedures").

You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and Lyfevine must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR LYFEVINE MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Lyfevine will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) Lyfevine also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (e) the arbitrator shall honor claims of privilege and privacy recognized at law; (f) the arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (g) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (h) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

Notwithstanding the foregoing, either You or Lyfevine may bring an individual action in small claims court. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Ogden, Utah. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Weber County, Utah in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts

located within Weber County, Utah for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

With the exception of subparts (a) and (b) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (a) or (b) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither You nor Lyfevine shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in Weber County, Utah.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

#### 34. CHOICE OF LAW

The Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Utah, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

#### 35. GEOGRAPHIC RESTRICTIONS

The owner of the Lyfevine Site is based in the State of Utah in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Lyfevine Site or any of its content is accessible or appropriate outside the United States. Access to the Lyfevine Site may not be legal by certain persons or in certain countries. If you access the Lyfevine Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### 36. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and us. You confirm that you have not relied upon any promises or representations by us except as set forth in this Agreement.

### 37. QUESTIONS?

If you have any questions about this Agreement, please contact us at [contact@lyfevine.com](mailto:contact@lyfevine.com).