

## Your Wellness Manager™ Website User Agreement Terms and Conditions

Thank you for your interest in becoming a User or contributing author and/or content creator for Your Wellness Manager™ located at <https://www.yourwellnessmanager.com> (the “Site”). The Site is an Internet property of Requisite Media, LLC (“Your Wellness Manager™,” “we,” “our,” or “us”). Each and every end-user visitor to the site (“User”) agrees to the following Your Wellness Manager™ Website Terms and Conditions (“Terms and Conditions”), in their entirety, when she/he/it/ze: (a) accesses links to Your Wellness Manager’s™ social media pages or accounts on third party social media websites, such as Facebook® (collectively, “Social Media Pages”); (b) uses or accesses the Site; (c) utilizes the Site’s many interactive features designed to facilitate interaction between You, Your Wellness Manager™, and other Users including, but not limited to, comment sections, forums, and contact pages located in designated areas of the Site (collectively, the “Interactive Services” and together with the Site, Content and Social Media Pages, “Your Wellness Manager™”); (d) accesses and/or views any of the audio, stories, video, photographs, text artwork and/or other content displayed on the Site as made available by other Users (collectively, “User Submitted Content”) and/or Your Wellness Manager’s™ (“TCL Content,” and together with the User Submitted Content, “Content”); and/or (e) submits audio, stories, video, photographs, text and/or artwork (“Content”).

The Terms and Conditions which follow are inclusive of Your Wellness Manager’s™ Website Privacy Policy (“Privacy Policy”), and any and all other applicable Your Wellness Manager™ operating policies, rules, pricing plans, and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the “Agreement”). By accessing and/or utilizing Your Wellness Manager™, Users agree to comply with and be bound by the Agreement in its entirety. **PLEASE CAREFULLY READ AND REVIEW THE TERMS OF THIS AGREEMENT. IF A USER DOES NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, THAT USER IS NOT AUTHORIZED TO USE Your Wellness Manager™ IN ANY MANNER OR FORM.**

### **Scope; Modification of Agreement**

1. Scope; Modification of Agreement. The Agreement constitutes the entire and only agreement between Users and Your Wellness Manager™ with respect to Users’ use of Your Wellness Manager™, and supersedes all prior and contemporaneous representations, warranties, understandings, and/or agreements with respect to same. We may amend the Agreement from time to time in our sole discretion, without specific notice to our Users; provided, however, that any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, “Dispute Resolution Provisions”) shall not apply to any disputes incurred prior to the applicable modification or amendment. The most recent Agreement will be posted on the Site and Users should review the Agreement prior to using any Your Wellness Manager™ services. By a User’s continued use of Your Wellness Manager™, that User hereby agrees to comply with all of the terms and conditions contained within the Agreement effective as of the time (other than with

respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions).

### **How Your Wellness Manager™ Aggregates and Uses Data**

**i. Server Statistics.** Your Wellness Manager™ collects statistics to track trends of users on Our Site. These statistics include page views, types of browsers used to access Our Site, patterns of navigation, and server hits. This information collected does not provide us with any personal information about Users. It allows us to identify and track “where” Our Users are coming from. Understanding where users come from allows us to identify high traffic areas and determine the most effective ways of communicating with users. For security purposes, Your Wellness Manager™ may collect data into a log file in order to help identify hackers and the Your Wellness Manager™ Site. Your Wellness Manager™ uses “web beacons” to tell us if and when emails sent to Users have been received and read. This is to ensure our email marketing systems are functioning properly.

**ii. Personal Information You Provide.** For the purposes of this Privacy Policy, “Personal Information” is any information and/or data that describes your relationships with Your Wellness Manager™, identifies you, or would allow someone to contact you. Personal Information includes, but is not limited to, credit card information that you provide to us in order to conduct a transaction via the Site, your full name and address, and/or grade level in college or university. We collect and Personal Information when you register to use our Site, conduct a transaction, send us an email, ask a question, complete a form, and/or leave a comment. Although there is no existent requirement to submit any information to our Site, if you fail to provide requested information you may not be able to use or access some of the functions and/or features of our Site. Failing to provide certain requested information may render us unable to provide certain services, such as an email address in order to get Our newsletter. Your Wellness Manager™ uses your Personal Information to complete transactions, deliver any products/services, digital or otherwise which you request, respond to your requests, and/or notify you of promotions, special offers, or relevant Site updates that may be of interest to you. If you no longer wish to receive emails from Your Wellness Manager™, locate the “unsubscribe” link at the bottom of every email we send out or write us on our contact page if there is an issue with the former method.

**iii. Cookies.** Cookies are data sent by a website and stored on the User’s computer by the User’s web browser in order to expedite page loading times and other enhancements to User experience. There are two types of cookies, “**session**” cookies and “**persistent**” cookies. Session cookies keep a record of what you have entered on the website as you move around. For example, if you are shown a popup which asks you to subscribe for a newsletter and you react to it by either entering information or closing it, the popup will not show again while you are engaging in the same session. Persistent cookies are utilized to remember you on subsequent visits for tasks such as expediting page load times or other various site functions. Cookies also assist in collecting patterns of where you navigate to on our site. User are able to accept or disable cookies at any

time through their browser settings or advanced settings. Disabling cookies in your browser may result in dysfunction of the Site's features.

## **Requirements**

2. Your Wellness Manager™ are available only to individuals who can enter into legally binding contracts under applicable law. Your Wellness Manager™ are not intended for use by individuals under eighteen (18) years of age (or the applicable age of majority, if greater or under eighteen (18) years of age). If a User is under eighteen (18) years of age (or the applicable age of majority, if greater or less than eighteen (18) years of age) and/or if that User is unable to enter into legally binding contracts under applicable law, that User does not have permission to use and/or access the Your Wellness Manager™ website.

## **Termination of Access and/or Comment Registration**

3. Your Wellness Manager™ can terminate User access to Your Wellness Manager™ including, without limitation, that User's right to post a comment via the Interactive Services, at any time and for any reason, in its sole discretion. Such reasons may include, without limitation, where Your Wellness Manager™ believes that such User is: (i) conducting any unauthorized commercial activity by and through the Your Wellness Manager™; (ii) in any way in breach of the Agreement; (iii) engaged in any improper conduct in connection with the Your Wellness Manager™.

Usage of the Interactive Services requires a legitimate Facebook® account. The name displayed on your Facebook® will appear when a comment is posted. Where Users place comments using their Facebook account, some or all of the following information may be collected by Your Wellness Manager™ (depending on User's Facebook® account settings): (a) the User's "interests" associated with the Facebook® account; (b) the email address of User; (c) "likes" associated with User's Facebook® account and account ID; (d) information from the "About Me" section of the User's Facebook® account; (e) any and all other available data collected via the Facebook® account interface (collectively, "Registration Data").

## **Content/Neutral Host**

4. Content/Neutral Host. Subject to the terms and conditions of the Agreement, Users that possess the requisite technology shall have the opportunity to interact with, view, and/or download some or all of the Content made available by and through the Site and/or other Your Wellness Manager™. Your Wellness Manager™ **does not control the User Submitted Content** provided by other Users and/or Content provided by certain third-party content providers ("Third Party Providers") that is made available by Your Wellness Manager™. Such Users and/or Third-Party Providers are solely responsible for the completeness, accuracy, usefulness, and/or appropriateness of such User Submitted Content and/or other Content, as appropriate and applicable. The Content should not necessarily be relied upon. Your Wellness Manager™ does not warrant or represent that the Content and other information posted by and through the Your Wellness Manager™ is appropriate, accurate, complete, or up-to-date. Your Wellness Manager™

™ operates the Site and other Your Wellness Manager ™ as a **neutral host**. You understand and agree that Your Wellness Manager ™ will not be responsible for, and Your Wellness Manager ™ undertakes no responsibility to monitor or otherwise police, Content.

### **User Submitted Content**

5. User Submitted Content. As permitted by Your Wellness Manager ™, Users can submit to Your Wellness Manager ™, for publication to the Site, User Submitted Content: (a) depicting themselves; (b) containing and/or comprising material produced by third parties from which User has obtained all right, title, and interest necessary to make the same material available by and through the Your Wellness Manager ™ and grant the assignment of rights to Your Wellness Manager ™ contained herein (“Properly Licensed Content”); and/or (c) depicting those individuals that have provided their express consent to appear in the same material and allow the User to make the same material available by and through the Site, as subject to the assignment of rights to Your Wellness Manager ™ contained herein (“Authorized Individuals”). All User Submitted Content must comply with all of the restrictions, standards, requirements, and conditions set forth herein including, without limitation, in Section 7 below. You may not use any third party’s photographic depiction, name, or other identifying information in any User Submitted Content (other than that associated with Authorized Individuals, or individuals that you would have the right to reference under applicable law). Your Wellness Manager ™ may reject and/or remove your User Submitted Content at any time and for any reason, in its sole discretion, including any User Submitted Content that Your Wellness Manager ™ believes, in its sole and reasonable discretion, does not depict the applicable User, is fraudulent, does not comply with the Agreement, is posted without the permission of the applicable copyright holder, or is otherwise invalid, objectionable, improper, or misleading.

(i) Users must confirm and ensure that the User Submitted Content: (A) complies with any and all applicable laws, rules, and regulations; (B) only depicts the User him/herself, Authorized Individuals and no other party other than those appearing in the Properly Licensed Content (collectively, the “Depicted Parties”); (ii) does not infringe upon any third party’s intellectual property rights; and (C) complies with any and all other requirements set forth in the Agreement, and otherwise established from time to time by Your Wellness Manager ™.

(ii) Each User represents and warrants that she/he has all right, title and interest in and to her/his User Submitted Content as necessary to grant Your Wellness Manager ™ the right to display same on the Site and/or in any and all other forms of media whether now known or later devised in perpetuity without compensation, and to grant the other rights and licenses to Your Wellness Manager ™ as set forth herein.

(iii) By submitting User Submitted Content to the Site, each User irrevocably assigns to Your Wellness Manager ™ the exclusive, perpetual, and royalty-free right throughout the world to: (A) use and reuse, copyright, create derivative works from, modify, publish and republish, publicly display, copy, reproduce, in whole or in part, in any medium, the User Submitted Content as well as that User’s voice, name, likeness, and pictures, for any non-commercial purposes, or

otherwise including, but not limited to, in connection with the promotion of Your Wellness Manager™, the Your Wellness Manager™ or any part thereof.

You understand and agree that Your Wellness Manager™ is not liable or responsible in any manner whatsoever for your inability to submit User Submitted Content and/or for Your Wellness Manager's™ refusal to publish the User Submitted Content that you submitted to the Site. Your Wellness Manager™ shall not be liable to any User, Member, or third party for any claim in connection with any of the User Submitted Content.

Be advised that the User Submitted Content is made available by applicable Users and not Your Wellness Manager™. The Users are solely responsible for the completeness, accuracy, appropriateness, content and/or validity of the User Submitted Content, and the legality associated with its dissemination via the Site and/or other media. Your Wellness Manager™ does not warrant or represent that the User Submitted Content is appropriate, complete, or accurate or that such User Submitted Content was produced in compliance with applicable rules, regulations, and/or laws. Users and/or other third parties may find certain User Submitted Content to be discriminatory, harmful, harassing, offensive, inaccurate, and/or threatening. User and/or other third parties understand and agree that Your Wellness Manager™ will not be responsible for, and Your Wellness Manager™ undertakes no responsibility to monitor or otherwise police, such User Submitted Content. Users and/or other third parties agree that Your Wellness Manager™ shall have no obligation and incur no liability to Users and/or other third parties in connection with any such User Submitted Content.

### **Interactive Services**

6. Interactive Services. Subject to the restrictions set forth herein, the Interactive Services will allow you to participate in comment sections and other interactive areas of the Site. You agree to use the Interactive Services in full compliance with all applicable laws and regulations. Each User shall be solely responsible for their comments, statements, feedback, opinions, and other content (collectively, "Feedback") posted by and through the Interactive Services ("Feedback"). You understand and agree that Your Wellness Manager™ shall not be liable to you, any other User or any third party for any claim in connection with your use of, or inability to use, the Interactive Services. The Interactive Services contain Feedback that is provided directly by Users. You agree that Your Wellness Manager™ shall incur no liability to you and shall have no obligation to you in connection with any Feedback appearing in or through the Interactive Services. Your Wellness Manager™ does not warrant or represent that the Feedback posted via the Interactive Services is accurate, complete, or appropriate. Your Wellness Manager™ reserves the right to remove and Feedback from the Site at any time and for any reason, in Your Wellness Manager's™ sole discretion.

### **Feedback and User Submitted Content Standards**

7. Feedback and User Submitted Content Standards. In connection with your User Submitted Content and Feedback, you agree not to: (a) "stalk" or otherwise harass any person; (b) display any audio text, files, videos, photographs, or other images containing confidential information; (c) display any street addresses, URLs, email addresses, last names, telephone numbers, or any

confidential information of any third party; (d) harvest or collect personal information of Users or other third parties; (e) use a spider, robot, site search/retrieval application, or other automatic or manual device or process to “data mine,” retrieve, index, or in any way reproduce/circumvent the presentation and/or navigational structure of Your Wellness Manager™ or related content; (f) impersonate any person or entity; (g) display any videos, images, audio files, photographs, text, or other images that may be deemed obscene or indecent, as defined under applicable law; (h) transmit any spam, chain email, or junk email to any Users or other third parties; (i) distribute, reproduce, or post in any way shape or form trademarked, copyrighted material, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (j) sublicense, adapt, reverse engineer, decompile, modify, sell, translate or otherwise disassemble any portion of the Your Wellness Manager™ or any software used in connection with or on the same. (k) promote, offer for download, transmit, post, or otherwise make available and product, service, or software that is illegal or that violates the rights of a third party including, but not limited to, programs designed to send unsolicited advertisements (i.e. “spamware”), programs designed to initiate “denial of service” attacks, adware, mail bomb programs, programs designed to gain unauthorized access to networks on the internet and spyware; (l) express or imply that any statements You make are endorsed or promoted by Your Wellness Manager™; (m) remove any trademark, copyright, or other proprietary rights notices contained within Your Wellness Manager™. (n) use code, meta tags, or any other devices containing any reference to the Your Wellness Manager™ in order to direct any person to any other website for any purpose; (o) “frame” or “mirror” any part of the Site; (p) disrupt or interfere with any of Your Wellness Manager™ and/or the networks or servers connected to the same; (q) email, post, offer for download, or otherwise transmit any material that contains software viruses or any other computer files, programs, or code designed to destroy, interrupt or limit the functionality of any computer software, telecommunications equipment, or hardware. Engaging in any of the aforementioned practices is prohibited and will be considered a breach of the Agreement. Such actions may result in termination without warning of access to some or all of Your Wellness Manager™. This will remain in the sole discretion of Your Wellness Manager™. Your Wellness Manager™ reserves the right to pursue any and all legal remedies against Users that engage in the aforementioned prohibited conduct.

### **Social Media Pages**

8. The Site contains various links to Your Wellness Manager’s™ Social Media Pages. The Social Media Pages are hosted by third party entities and made available on third party websites (“Social Media Websites”). The Social Media Websites’ terms, conditions, and applicable agreements will govern your use of the Social Media Pages. You understand and agree that Your Wellness Manager™ shall not be liable to you, any other User or any third party for any inability to use or any claim in connection with your use of the Social Media Pages and/or Social Media Websites.

### **User Interactions**

9. Users are solely responsible for their interactions with other individuals and Users. Due to the fact that Your Wellness Manager™ is not involved in Interactions with Users, in the case of you

having problem with one or multiple Users and/or third-parties, you hereby release Your Wellness Manager™ and its members, officers, subsidiaries, directors, employees, and agents, from any and all demands, claims, and damages (consequential and actual) of any and all nature, unknown and known, unsuspected and suspected, undisclosed and disclosed, in any way connected to or arising out of, such problems.

### **Warranties and Representations**

10. Warranties and Representations. Each User hereby warrants and represents to Your Wellness Manager™ the following: (a) the Agreement constitutes such User's valid, legal, binding obligation which is fully enforceable against such User in accordance with its terms; (b) if applicable, User will be solely responsible for their User Submitted Content and Feedback; (c) such performance of User's under the Agreement, such User's use of Your Wellness Manager™, if applicable their User Submitted Content and if applicable their Feedback will not: (i) violate any applicable law; (ii) invade the right of publicity or privacy of any and all third persons; (iii) infringe upon the rights of any third parties including, without limitation, those of trademark, intellectual property right, copyright, trade secret, defamation, false advertising, invasion of rights of publicity, unfair competition, violation of any anti-discriminatory regulation or law, invasion of rights of celebrity, or any other right of any person or entity; (iv) and/or involve and obscene, libelous, indecent, or otherwise unlawful material; (d) such User understands and agrees that such User has independently evaluated the desirability of utilizing the Your Wellness Manager™ and that User has not relied on any warranty and/or representation other than those set forth in the Agreement.

### **Indemnification**

11. Each User agrees to defend, indemnify, and hold Your Wellness Manager™, its affiliates, subsidiaries, and/or parents and each of their respective contractors, officers, managers, partners, attorneys, employees, and agents, harmless against and from any and all suits, judgments, claims, costs, actions, proceedings, liabilities, losses, expenses, damages, and fines (including reasonable court costs, settlement costs, and/or attorneys' fees) arising from or related to: (a) User's breach of the Agreement and/or any representation or warranty contained herein; (b) any claim that User's use of Your Wellness Manager™ has violated any applicable law; (c) any dispute between that User and any other User or third party; (d) any allegation that User (or an User Submitted Content and/or Feedback) has infringed upon the following in any way, shape or form: license, trademark, intellectual property, service mark, trade name, copyright or other proprietary right of any third party; (e) her/his/it/ze User Submitted Content and Feedback; and/or (f) User's use of Your Wellness Manager™ in any capacity at all.

### **License Grant**

12. Subject to the terms and conditions of the Agreement, Your Wellness Manager™ grants each User a non-exclusive, non-transferable, limited and revocable license to use and access Your Wellness Manager™. Your Wellness Manager™ has the capacity to terminate the license for any reason at any time. Unless otherwise expressly authorized by Your Wellness Manager™, the Your Wellness Manager™ may only be used for non-commercial, personal purposes by Users.

No portion of the Your Wellness Manager™ may be reproduced in any way, shape or form as well as incorporated into any mechanical or electronic data retrieval system.

### **Intellectual Property and Proprietary Rights**

13. Your Wellness Manager™ is the sole owner and/or licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you may not use any audio, video, photographs, illustrations or any graphics separately without the express permission of Your Wellness Manager™. A clear and correct acknowledgement of Your Wellness Manager™ as the owner of all content within the Site must be given. Any use of materials from the Site for commercial purposes without obtaining a license from Your Wellness Manager™ is strictly prohibited.

### **DMCA Compliance and Copyright Policy**

14. Your Wellness Manager™ reserves any and all rights to remove User access to Your Wellness Manager™ when an infringement on third-party copyrights has taken place. If a User or third party of the Site has legitimate reason to believe that copyright infringement has taken place through Your Wellness Manager™, that User or third party of the Site must provide the following information to Your Wellness Manager™ (a) the party's name and contact information, such as email address or telephone number; (b) a location and identifying feature of the work which has allegedly been infringed on. (c) either a scanned physical or electronic signed documentation of an authorized person who can act on behalf of the copyrighted work and its owner; (d) a written statement by the respective party explaining and asserting the belief in good faith that the disputed use is not authorized by the agent, owner, or law; also that (e) the statement by such party verifying the aforementioned information in such party's notice has accuracy and, under penalty of perjury, that such party is either authorized to act on behalf of the owner of the copyrighted work or is the owner themselves. The contact information to make notice of copyright infringement is as follows:

Attn: Copyright Manager for Requisite Media LLC

Registered Agents Inc

202 N Cedar Ave Suite #1

Owatonna, MN

55060

[legal@thiscollegelife.com](mailto:legal@thiscollegelife.com)

### **Legal Warning**



15. Any and all attempts by Users or individuals, whether artificial or human, to tamper, destroy, vandalize, damage, and/or otherwise hurt the operating capacity of Your Wellness Manager™ will be pursued and prosecuted to the fullest extent of the law. Doing any of the actions listed here in section 15 are in violation of civil and criminal law.

### **Warranty Disclaimer**

16. ALL SERVICES, PRODUCTS AND/OR ANY OTHER ITEMS OFFERED THROUGH THE YOUR WELLNESS MANAGER™ ARE AT AN “AS AVAILABLE” AND “AS IS” BASIS. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO THE APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR MERCHANTABILITY). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, YOUR WELLNESS MANAGER™ MAKES NO WARRANTY THAT THE OFFERINGS OF YOUR WELLNESS MANAGER™ AND/OR OTHER SERVICES/PRODUCTS OFFERED THROUGH SAME: (A) WILL BE ACCURATE OR RELIABLE; (B) WILL BE FREE OF HARMFUL COMPONENTS; (C) WILL MEET THE REQUIREMENTS OF ANY OR ALL USERS; AND/OR (D) WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR TIMELY OR THAT DEFECTS WILL BE CORRECTED; OFFERINGS OF YOUR WELLNESS MANAGER™, SERVICES, AND/OR PRODUCTS OFFERED BY AND THROUGH THE SAME COULD CONTAIN ERRORS, PROBLEMS, BUGS OR OTHER LIMITATIONS. YOUR WELLNESS MANAGER™ WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE MOBILE CONNECTIVITY OR UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE OFFERINGS OF YOUR WELLNESS MANAGER™. NO INFORMATION OR ADVICE, WHETHER WRITTEN OR ORAL, OBTAINED BY ANY USER FROM YOUR WELLNESS MANAGER™ OR OTHERWISE FROM/THROUGH YOUR WELLNESS MANAGER™ SHALL CREATE A WARRANTY NOT EXPRESSLY STATEMENT IN THE AGREEMENT.

### **LIMITATION OF LIABILITY**

17. EACH USER GIVES EXPRESS AGREEMENT AND UNDERSTANDING THAT YOUR WELLNESS MANAGER™ SHALL HAVE NO LIABILITY TO THAT PARTICULAR USER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, DIRECT, EXEMPLARY, PUNITIVE AND/OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, PROFITS, GOODWILL OR OTHER INTANGIBLE ITEM LOSSES, WHETHER OR NOT YOUR WELLNESS MANAGER™ HAS BEEN ADVISED OF SUCH DAMAGES BEING A POSSIBILITY AND REGARDLESS OF THE TYPE OF CLAIM (TORT, CONTRACT, OR OTHER LEGAL THEORY), TO THE FULLEST PERMISSIBLE EXTENT OF THE LAW FOR: (A) THE UNAUTHORIZED ALTERATION OF OR ACCESS TO ANY USER’S REGISTRATION DATA; (B) ANY AND ALL MATTERS RELATING TO FEEDBACK AND/OR USER SUBMITTED CONTENT; (C) THE USE OR INABILITY TO USE YOUR WELLNESS MANAGER™ AND/OR ANY OTHER SERVICES AND/OR PRODUCTS OFFERED BY OR THROUGH YOUR

WELLNESS MANAGER™; (D) ANY DISPUTE BETWEEN THIRD PARTIES AND ANY USERS WITH SUCH PARTIES; (E) THE ACQUISITION PRICE OF SERVICES AND/OR ALTERNATIVE GOODS AS A RESULT OF ANY INFORMATION, DATA, PRODUCTS, GOODS, CONTENT AND/OR OTHER PRODUCTS ACQUIRED OR BOUGHT FROM OR THROUGH YOUR WELLNESS MANAGER™. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION, STRICT LIABILITY OR ANY AND ALL OTHER APPLICABLE TORTS. EACH USER HEREBY RELEASES YOUR WELLNESS MANAGER™ FROM ANY AND ALL LIABILITIES, CLAIMS, AND OBLIGATIONS IN EXCESS OF THE LIMITS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY WE SHALL HAVE TO ANY USER WILL BE FIFTY DOLLARS (50). NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE TOTAL AGGREGATE LIABILITY OF YOUR WELLNESS MANAGER™ TO YOU WILL NOT EXCEED THE 50 DOLLARS (50). THE STATUTE OF LIMITATIONS AROUND A CAUSE OF ACTION WILL NOT EXCEED (1) YEAR FROM THE OCCURRENCE OF THE EVENT WHICH GIVES RISE TO SAID CAUSE OF ACTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN EACH USER AND YOUR WELLNESS MANAGER™. ACCESS TO YOUR WELLNESS MANAGER™ WOULD NOT BE ALLOWED FOR ANY USERS WITHOUT SUCH LIMITATIONS. THE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **Third Party Websites**

18. Your Wellness Manager™ frequently links to other, third party owned and operated websites. These are including but not limited to, the Social Media Websites. Your Wellness Manager™ has no control nor will it at any time over any of the services, information, or products available on or through these third-party websites. No links included in Your Wellness Manager™ imply endorsement by Your Wellness Manager™ of any kind. Due to the fact that Your Wellness Manager™ has no control over the operations or availability of such external websites, each and every User is in full agreement that Your Wellness Manager™ cannot be held liable, directly or indirectly, and losses or damages arising through the use of such sites.

### **Deletion and Editing Notification**

19. We reserve all rights in our sole discretion to delete and/or edit any information, documents, and/or Content appearing on the Site.

User of User Information

### **Dispute Resolution Provisions**

20. The Agreement shall be treated as though it were executed and performed in St. Paul, Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota (without regard to conflict of law principles). Should a dispute arise concerning Your Wellness Manager™, any Feedback or User Submitted Content, the terms and conditions of the

Agreement or the breach of same by any party hereto: (a) the parties agree to submit their dispute for resolution by arbitration before a reputable arbitration organization as mutually agreed upon by the parties; and (b) each of the parties hereby knowingly, intentionally, and voluntarily waives any right it may have to a trial by jury in respect of any litigation (including, but not limited to, any claims, cross-claims, counter claims, or third party claims) arising out of, under or in connection with these terms. Further, each party has represented, expressly or otherwise, that such party would not in the event of such litigation, seek to enforce this waiver of right to jury trial provision. Each party is in full acknowledgement that this section is a material inducement for the other party entering into these terms.