

## TERMS AND CONDITIONS

### BINDING EFFECT

This agreement is a binding agreement between you and Vitalitas Healthcare Ltd a private limited Vitalitas Health Ltd , By using the site at the Membership sites we make available for subscription or any information, materials, images, graphics, data, text, files, links, software, messages, communications, content, organization, design, compilation, magnetic translation, digital conversion, HTML, XML, Java code and other content related to the Site (collectively 'Content') or services provided in connection with the Site (the 'Service'), you agree to abide by these Terms of Use, as the Vitalitas Health Ltd may amend them from time to time in its sole discretion. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

### MONTHLY SUBSCRIPTION / AUTOSHIP

Vitalitas Health Ltd's Privacy Policy is expressly incorporated into this Agreement by this reference. When you are required to submit information to use or access the Site, Content or Service, you must complete the registration process by providing the information requested on the form. You agree to the terms in Vitalitas Health Ltd 's Privacy Policy regarding the use of the information you submit.

If you purchase our products or services that are subscription based, you agree to pay, and authorize automatic recurring billing of the subscription fee with your credit card, or other payment methods, until subsequently cancelled by you. You understand and agree that each automatic recurring billing of the subscription fee is non-refundable and will not be prorated as the service is deemed used when accessed. You authorize Vitalitas Health Ltd to initiate debit entries from the account provided for the subscription fee, as well as any other purchases made on the Site. You may cancel at any time by contacting Customer Support at [holly@vitalitas.co.uk](mailto:holly@vitalitas.co.uk)

### LICENSE

Vitalitas Health Ltd owns or licenses all intellectual property and other rights, title, and interest in and to the Site, Content and Service, and the materials accessible on the Site and Service, except as expressly provided for in the Agreement, including without limitation the trademarks, copyrights and certain technology used in making the Site, its Content and Service available. Except as specifically allowed in this Agreement, the copying, redistribution, use or publication by you of any Content or Service is strictly prohibited. We grant you a limited revocable license to access and use the Site, Content and our Service for its intended purposes, subject to your compliance with this Agreement. The revocable license does not include the right to collect or use information contained on the Site or through the Service for purposes that Vitalitas Health Ltd prohibits or to compete with Vitalitas Health Ltd.

You acquire no ownership or other interest in, or other license to, any patent, copyright, trademark, trade secret or other intellectual property right or to the Content. You acquire no rights or licenses in or to any trademarks, service marks, trade names or copyrights displayed on the Site. You may not reproduce, republish, distribute, assign, sublicense, retransmit, sell, or prepare derivative works of the Site or Content, or resell or make our Service available to others. All rights in and to the Site, Service and our Content not expressly granted in this Agreement remain in us or in our licensors.

You acquire no ownership or other interest in, or other license to, any patent, copyright, trademark, trade secret or other intellectual property right or to the Content. You acquire no rights or licenses in or to any trademarks, service marks, trade names or copyrights displayed on the Site. You may not reproduce, republish, distribute, assign, sublicense, retransmit, sell, or prepare derivative works of the Site or Content, or resell or

make our Service available to others. All rights in and to the Site, Service and our Content not expressly granted in this Agreement remain in us or in our licensors.

If you use the Site or our Service in a manner that exceeds the scope of this license or breaches any relevant agreement, your license shall terminate immediately.

## CONFIDENTIALITY

For the purposes of this Agreement, 'Confidential Information' shall be deemed to include all the information and materials about the Vitalitas Health Ltd, the Site or the Service that: (i) if in written format is marked as confidential, or (ii) if disclosed verbally is noted as confidential at time of disclosure or (iii) in the absence of either (i) or (ii) is information which a reasonable party would deem to be non-public information and confidential, including, without limitation, all information provided on or through the Site or Service, trade secrets, inventions, research methods and projects, methods of compiling information, methods of creating database, data processing programs, software, computer models, source and object codes, product formulations, strategies and plans for future business, product and service development and ideas, potential acquisitions or divestitures, marketing ideas, financial information including with respect to costs, commissions, fees, profits and sales, mailing lists, information concerning our affiliates and customers, potential affiliates and customers and suppliers, and employee information including their respective salaries, bonuses, benefits, qualifications, abilities and contact information.

You acknowledge and agree that the nature of the Confidential Information to which you have, and will continue to have, access derives value from the fact that it is not generally known and used by others in the highly competitive, international industry in which Vitalitas Health Ltd engages and operates.

You acknowledge that you are receiving the Confidential Information in confidence, and you will not publish, copy or disclose any Confidential Information without prior written consent from Vitalitas Health Ltd. You further agree that you shall not attempt to reverse engineer, de-compile or try to ascertain the source code to our software or any other software supplied hereunder. You acknowledge that you will only use the Confidential Information to the extent necessary to use the Service and promote your business in accordance with your agreements with Vitalitas Health Ltd, and that you will use best efforts to prevent unauthorized disclosure of the Confidential Information to any third party.

You agree not to alone or in association with others use the Confidential Information to (i) solicit, or facilitate any organization with which you are associated in soliciting, any employee, affiliate or customer of ours to alter his, her or its relationship with us; (ii) solicit for employment, hire, or engage as an independent contractor, or facilitate any organization with which you are associated in soliciting for employment, hire, or engagement as an independent contractor, any person who was employed by or under contract with us at any time during the term of this Agreement (provided, that this clause (ii) shall not apply to any individual whose employment or contractual relationship with us was terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee, or business relation of ours; induce or attempt to induce, any such person or entity to cease doing business with us; or in any way interfere with the relationship between any such person or entity and us.

Other than as expressly provided for herein, you do not acquire any right or interest, by license or otherwise, in or to the Confidential Information.

You agree that all originals and any copies of the Confidential Information remain the property of Vitalitas Health Ltd. You shall reproduce all copyright and other proprietary notices, if any, in the same form that they appear on all the materials provided by us, on all permitted copies of the Confidential Information made by you. You agree to return all originals and copies of all Confidential Information in your possession or control to us at its request.

You shall be liable for any and all breaches of this Agreement and any unauthorized use or disclosure of Confidential Information. If you become compelled by applicable law, regulation or legal process to disclose

any of the Confidential Information, you shall promptly provide us with notice in order for us to seek a protective order or other appropriate remedy. Further, if you become compelled to disclose any of the Confidential Information, you must disclose only that portion of the Confidential Information you are legally required to disclose as confirmed by a legal opinion of your counsel at your expense.

### **USE OF THE SITE, CONTENT AND SERVICE**

You may only use the Site, Content and Service for personal health purposes. You may not cause harm to the Site or Service. Specifically, but without limitation, you may not: (i) interfere with the Site, Content or Service by using viruses, programs, or technology designed to disrupt or damage any software or hardware, or which attempts to assess the vulnerability of, or actually violates, any security feature; (ii) access any content or data not intended for you, or log into an account or server that you are not authorized to access; (iii) modify, create derivative works, reverse engineer, decompile or disassemble any technology used to provide the Site or our Service; (iv) use a robot, spider or other device or process to monitor the activity on or copy pages from the Site or our Service, except in the operation or use of an Internet 'search engine,' hit counters, or similar technology; (v) collect electronic mail addresses or other information from third parties by using the Site or our Service; (vi) impersonate another person or entity; (vii) engage in any activity that interferes with another user's ability to use or enjoy the Site, or content or our Service; (viii) assist or encourage any third party in engaging in any activity prohibited by this Agreement; (ix) co-brand the Site, or content or our Service; (x) frame the Site or Service; (xi) hyper-link to the Site or Service, without the express prior written permission of an authorized representative of Vitalitas Health Ltd; (xii) use the Site, Content or Service, in whole or in part, for any purpose that is unlawful, immoral, or prohibited by this Agreement or any applicable local, state, or federal law, rule, or regulation; (xiii) use the Site, Content or Service in any manner that could damage, disable, overburden, or impair the Site or Service; (xiv) circumvent, or attempt to circumvent, any security feature of the Site; (xv) upload, e-mail or otherwise transmit to or through the Site or Service, any advertising, promotional, or other unauthorized communication, including, without limitation, 'junk mail,' 'surveys,' unsolicited e-mail, 'spam,' 'chain letters,' or 'pyramid schemes;' or (xvi) incorporate data from any of our databases into any emails or other 'white pages' products or services, whether browser- based, based on proprietary client-side applications, or web-based, without our prior, express and written consent.

You agree that you will not make any derogatory statements, either oral or written, or otherwise disparage us, our products, employees, services, work or employment, and will take all reasonable steps to prevent others from making derogatory or disparaging statements. You agree that it would be impossible, impractical or extremely difficult to fix the actual damages suffered by reason of a breach of this paragraph, and accordingly hereby agree that Vitalitas Health Ltd may determine to recover damages sustained by reason of each such breach, without prejudice to Vitalitas Health Ltd right to also seek injunctive or other equitable relief.

If you purchase any of our products or services, you agree that your use of the product or service is limited by this Agreement as well.

Most areas of the Site are password restricted to registered users ('Password-Protected Areas'). If you have registered as an authorized user to gain access to these Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, including any fees that may be incurred under your password-protected account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or the Site that is known to you..

### **COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS**

When accessing the Site or using the Content or Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service, Content and Site is at all times governed by and subject to laws regarding intellectual property ownership. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws

regarding intellectual property ownership and use, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit, or that is provided or transmitted using your user name. The burden of proving that any content does not violate any laws or third party rights rests solely with you.

All trademarks, service marks, trade names and copyrights displayed on the Site or in the Content are proprietary to us or their respective owners.

### **INAPPROPRIATE CONTENT**

You agree not to upload, download, display, perform, transmit, or otherwise distribute any material or content that (i) is libelous, defamatory, obscene, pornographic, abusive, or threatening; or (ii) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation or this Agreement. Vitalitas Health Ltd reserves the right to terminate your receipt, transmission or other distribution of any such material or content using the Service, and, if applicable, to delete any such material or content from its servers. Vitalitas Health Ltd intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

Vitalitas Health Ltd reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Site and Service. If Vitalitas Health Ltd determines, in its sole and absolute discretion, that a user has or will breach a term or condition of this Agreement or that such transaction or communication is inappropriate, Vitalitas Health Ltd may cancel such transaction or take any other action to restrict access to or the availability of any material or content that may be considered objectionable, without any liability to you or any third party.

### **COPYRIGHT INFRINGEMENT**

Vitalitas Health Ltd has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site, in the Content or with the Service. Vitalitas Health Ltd has adopted a policy that provides for the immediate suspension or termination of any Site or Service user who is found to have infringed on the rights of Vitalitas Health Ltd or a third party, or otherwise violated any intellectual property laws or regulations. Vitalitas Health Ltd policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Vitalitas Health Ltd to delete, edit or disable the material in question, you must provide Vitalitas Health Ltd with all of the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
  - b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
  - c. Identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Vitalitas Health Ltd to locate the material;
  - d. 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 the law; and
  - e. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- For this notification to be effective, you must provide it to Vitalitas Health Ltd designated agent at:

1 Chedworth Place  
Tattingstone, Ipswich IP9 2ND

## ALLEGED VIOLATIONS

Vitalitas Health Ltd reserves the right to suspend or terminate your use of any Service or the Content or Site. To ensure that Vitalitas Health Ltd provides a high quality experience for you and for other users of the Site, Content and Service, you agree that Vitalitas Health Ltd or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights or other unauthorized uses of the Site, Content or Service. Vitalitas Health Ltd does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Vitalitas Health Ltd reserves the right to suspend or terminate your account or your access to the Site immediate, with or without prior notice to you, and without liability to you, if Vitalitas Health Ltd believes that you have violated any of this Agreement, furnished Vitalitas Health Ltd with false or misleading information, or interfered with use of the Site, Content or the Service by others.

## DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, the site and all content, services, software and products are provided 'as is,' 'with all faults,' and 'as available.' we disclaim all warranties,

Your use of the site, service and content is at your sole risk. Although our content may be updated from time to time, it may be out of date and/or may contain inaccuracies or typographical errors. We are not responsible for your inability or failure (for any reason) to access the site or content or otherwise use or receive information or service from or regarding the site, content, or your purchases from us. We do not warrant that the site or service will be compatible with any hardware or software systems or that the site or service will be uninterrupted or error free.

You assume the risk of any and all damage or loss from use of, or inability to use, the site or service.

We are not responsible or liable for maintaining any consumer data or for the deletion, corruption, destruction, damage, loss or failure of any consumer data or for any third party access to any consumer data.

We make no warranty or representation as to the level of success, if any, individuals may achieve by using any of our service. Individual results may vary and depend on many factors including an individual's specific financial situation, efforts and actions. You should seek the advice of qualified professionals such as an accountant, attorney and/ or professional advisor for specific advice for your business

## LIMITED LIABILITY

To the maximum extent permitted by law, we and our affiliated parties shall have no liability whatsoever for your use of any content, the site, the service, or information related to the site or service, and shall not be liable for any direct, indirect, special, incidental, or consequential damages (including, but not limited to, damages for loss of business, loss of profits, or litigation), (i) arising from any decision made or action taken by you in reliance upon the content or our products or service, (ii) arising out of or in any way connected with the use or performance of the site or content, or with the delay or inability to use the site, content, or related service, or from the use or misuse of any information, software, products, services, related graphics, and content obtained through

The site, (iii) any incorrect or missing information or data, or (iv) otherwise arising out or resulting from loss of your data or information, whether based on breach of contract, breach of warranty, tort (including, but not limited to, negligence), or otherwise, even if advised of the possibility of such damages. Our maximum liability, if any, for any loss or damage relating to or arising out of your use of the site or any content will not exceed the lesser of your actual damages or the charges paid by you to us for the site for a period of two months.

We are not responsible for interrupted, inaccessible or unavailable networks, servers, satellites, internet service providers, websites, or other connections, or for miscommunications, failed, jumbled, scrambled,

delayed, or misdirected computer, telephone or cable transmissions, or for any technical malfunctions, failures or difficulties.

The above limitations and exclusions shall apply to you to the fullest extent that applicable law permits, in all actions of any kind, whether based on contract, tort (including, without limitation, negligence) or any other legal or equitable theory. Any clause declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder of these terms of use.

## RELATED SITES

Vitalitas Health Ltd has no control over, and no liability for, any third party sites or materials ('Third Party Sites'). Vitalitas Health Ltd works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because Vitalitas Health Ltd has no control over the content and performance of these Third Party Sites, Vitalitas Health Ltd makes no guarantees about the accuracy, currency, content, or quality of the information provide by such Third Party Sites, and Vitalitas Health Ltd assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those Third Party Sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Vitalitas Health Ltd makes no representations, warranties or guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this Third Party Sites, and that, unless expressly provided otherwise, this Agreement shall govern your use of any and all Third Party Sites.

Your linking to such Third Party Sites is at your own risk. We do not investigate, monitor, or check such Third Party Sites for accuracy or completeness. We are not responsible for the availability of these Third Party Sites, nor are we responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such Third Party Sites. We are providing these links to you only as a convenience and may discontinue providing such links at any time in our sole discretion without notice to you. No endorsement of any third party content, information, data, opinions, advice, statements, goods, services or products is expressed or implied by any information, material or content of any Third Party Site contained in, referred to, included on, or linked from or to, the Site. Under no circumstances shall we or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third Party Sites. You should direct any concerns to the respective Third Party Site's administrator or webmaster. Any links to Third Party Sites do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through such links, or that any linked Third Party Site is authorized to use any trademark, trade name, logo or copyright symbol of ours.

Vitalitas Health Ltd , its managers, or members may receive an affiliate commission when you purchase some of the products or services that we recommend on our Site or Service. By entering into this Agreement, you acknowledge that you have been informed of such payments, consent to payments of affiliate commission, and agree that such payments are fair and reasonable.

## TERMINATION

You agree that Vitalitas Health Ltd may suspend or terminate your use of the Site or Service, in its sole discretion, including without limitation, if Vitalitas Health Ltd believes, in our sole and absolute discretion, that you have breached any term of this Agreement or, if you are an affiliate with Vitalitas Health Ltd , your Affiliate Agreement or Vitalitas Health Ltd 's Policies and Procedures. You acknowledge and agree that Vitalitas Health Ltd shall not be liable to you or any other party for said suspension and termination.

Upon termination, your license to use the Site, Content or Service and everything accessible by or through the Site, Content or Service shall terminate and the remainder of this Agreement shall survive indefinitely unless and until we chose to terminate it.

Upon termination of any part of this Agreement for any reason, we shall make reasonable efforts to ensure that your User Content is inaccessible and cease use of it; however, you acknowledge and agree that: (i) caching of, copies of, or references to the User Content may not be immediately removed or possible to remove; (ii) such removed User Content may continue in backups (not available to others) for a relatively short period of time; and (iii) due to re-blogging capabilities, such removed User Content may continue to be available (and stored on our servers) through the accounts of other subscribers.

## NOTICES

All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) [Location e.g. UK mail] Mail, (ii) overnight courier, or (iii) electronic mail. If you give notice to us, you must use the following address: [1 Chedworth Place, Tattlingstone Ipswich IP9 2ND.]. If Vitalitas Health Ltd provides notice to you, Vitalitas Health Ltd will use the contact information provided by you to us. All notices will be deemed received as follows: (A) if delivery by [Location] mail, seven business days after dispatch, (B) if by overnight courier, on the date receipt is confirmed by such courier service, or (C) if by electronic mail, 24 hours after the message was sent, if no 'system error' or other notice of non-delivery is generated. If applicable law requires that a given communication be 'in writing,' you agree that email communication will satisfy this requirement.

## INDEMNITY

You agree to indemnify, defend, and hold Vitalitas Health Ltd, its managers, members, officers, directors, employees, consultants, agents, and representatives harmless from and against any and all actions, claims, demands, proceedings, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses, including attorney's fees and related costs, which (i) arise or in part from your negligence or wrongful act(s) or omission(s); (ii) arise from or are related to a breach you have any express warranty contained herein; or (iii) failure to comply with this Agreement. We have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, this Agreement, the Site, Content or Service, or your access to or use of the Site, Content or Service.

If an action is brought against Vitalitas Health Ltd in respect to any allegation for which indemnity may be sought, Vitalitas Health Ltd will promptly notify you of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to you at your expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim.

Vitalitas Health Ltd agrees that you will have sole and exclusive control over the defense and settlement of any such third party claim. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects Vitalitas Health Ltd's rights or interests without the prior written consent of Vitalitas Health Ltd.

## GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the UK, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state courts in the UK in all disputes arising out of or related to the use of the Site, Content or Service. In the event of a dispute between an affiliate and Vitalitas Health Ltd arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through confidential, nonbinding mediation as more fully described in the Policies and Procedures. Vitalitas Health Ltd shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or affiliate lists as well as other trade secrets, trademarks, trade

names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. You waive any requirement of posting a bond in connection with such an action brought against you.

These Terms of Use do not limit any rights or remedies that we or our suppliers, licensors or other similar entities, may have under trade secret, copyright, patent, trademark or other laws.

#### **SEVERABILITY; WAIVER**

If, for whatever reason, a court of competent jurisdiction finds any term or condition in this Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

#### **MODIFICATIONS**

Vitalitas Health Ltd may, in its sole discretion and without prior notice, (i) revise this Agreement; (ii) modify the Site, Content or the Service, and (iii) discontinue the Site, Content or Service at any time for any reason. Vitalitas Health Ltd shall post any revision to this Agreement to the Site, and the revision shall be effective immediately upon such posting. In the event of substantive changes to this Agreement, the new terms will be posted to the Site. If any modification is unacceptable to you, your only recourse is not to use the Site and Service and to request an immediate termination of your membership. Your continued use of the Site, Content or the Service following posting of a change notice or new Agreement on the Site will constitute binding acceptance of the changes.

#### **MISCELLANEOUS**

This Agreement will be binding upon each party hereto and its successors and permitted assigns. This Agreement will not be assignable or transferable by you without Vitalitas Health Ltd 's prior written consent. This Agreement, and the related policy statements referred to herein, contains the entire understanding of the parties regarding use of the Site, Content and Service, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding the same. Any rights not expressly granted herein are reserved. No agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. The provisions of this Agreement addressing disclaimers of representations and warranties, indemnity obligations, intellectual property and governing law shall survive the termination of this Agreement.

**BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE AGREEMENT, AS AMENDED FROM TIME TO TIME.**