

USER/CONSENT AGREEMENT

Welcome and thank you for using the TriVita VitalityPlanner, (“Service”) a TriVita, Inc. service, powered by BaseHealth. With our Agreement, the words, “you” or “your” mean the person who will receive Services (defined below) and who uses this science-validated predictive wellness platform. The Agreement is made among the User and TriVita and each a “Party” and together, the “Parties.” The “Effective Date” will be the date on which the User first agrees to the User/Consent Agreement. This Site incorporates proprietary intellectual properties, and is maintained by TriVita and/or its affiliates, as confidential and proprietary information to be used only in connection with this User/Consent Agreement. This Site may provide access to additional information that may be of use to physicians and other healthcare providers if the User so chooses. We have established the following terms which TriVita may revise and update at any time. Therefore we encourage you to review this Site for any changes or updates on a periodic basis. When you use our service, you are agreeing to our terms, so please take a few minutes to read over the User/Consent Agreement below.

Medical Disclaimer:

The Content available through this Site is for informational and educational purposes only and is not a substitute for the professional judgment of a health care professional in diagnosing and treating Users. TriVita does not give medical advice, nor does it provide medical services. Additionally, the use of the Content obtained through this Site does not establish a physician-patient relationship. Your reliance upon Content obtained by you at or through this Site is solely at your own risk. The Services are not intended to be used by the User for any diagnostic purpose and are not a substitute for professional medical advice. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have seen or read on this Site.

Your reliance upon information and Content obtained by you at or through this Site is solely at your own risk. Neither we nor our Content providers assume any liability or responsibility for damage or injury (including death) to you, other persons or property arising from any use of any product, information, idea or instruction contained in the Content or Services provided to you.

<p>1. Introduction</p> <p>TriVita VitalityPlanner is a program which lets you be your own personal expert and take an active role in keeping “you” at your optimal best!</p> <p>When you use our Service, you are entering into a legal agreement and you agree to all of the terms.</p> <p>Constant innovations within research and technology.</p>	<p>1.1 Purpose</p> <p>Our objective is to provide an online platform, to allow you to take an active role in the state of your wellness. Our Service is designed to better understand what you could do to help you achieve optimal wellness.</p> <p>1.2 Agreement</p> <p>You agree that by clicking the “SUBMIT” button displayed at the end of the Service’s User/Consent Agreement, you acknowledge and agree to be legally bound by all the terms, conditions and notices contained or referenced herein. Further, you represent that you are over the age of 18 and able to form a legally binding contract. Further, using our services, platform or premium services, or any content or information provided as part of these services, collectively “Services”, you are entering into a legally binding agreement.</p> <p>You acknowledge and agree that the Service is provided “AS IS” and is based on the current state of research and technology used by TriVita at the time of the purchase. As research progresses and scientific knowledge and technology evolve, the Service will constantly innovate in order to provide the best experience for its Users. As part of continuing innovation, you agree that changes can occur without prior notice to you.</p>
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<p>You also agree to our Privacy Policy which covers how we collect, use, and share and store your personal information.</p>	<p>1.3 This Agreement includes this User/Consent Agreement and the Privacy Policy and other terms that will be displayed to you at the time you first use certain features. You may not use the Service if you do not accept this User/Consent Agreement or our Privacy Policy.</p>
<p>2. Obligations Here are some promises you make to us in this Agreement:</p> <p>You will keep your password secret.</p> <p>Users understand TriVita's commitment to HIPAA.</p> <p>You will honor your payment obligations and you are okay with us storing your payment information. Also, there may be fees and taxes that are added to our prices.</p> <p>You are okay with us using websites, emails or mobile apps to provide you with important notices.</p>	<p>2.1 Your account belongs to you. You agree to 1) choose a strong and secure password; 2) keep your password secure and confidential; 3) any shared information is of your own choosing as you understand that you are the only one that does have access to your information and that TriVita uses reasonable commercial practices to insure security thereof. Users agree that they are responsible for maintaining the confidentiality of passwords and complying with the terms of this Agreement and it's Privacy Policy, which User shall read at //www.trivita.com/content/privacy-policy.aspx</p> <p>2.2 HIPAA Notice: TriVita is committed to maintaining and protecting the confidentiality of our User's personal and sensitive information. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) protects the privacy of your personal health information. Please click on our Privacy Policy at //www.trivita.com/content/privacy-policy.aspx for more information on how we protect your personal health information.</p> <p>2.3 Payment: If you purchase any of our Services or products, you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your Service or products. Also:</p> <ul style="list-style-type: none"> • Your purchase may be subject to foreign exchange fees or differences in process based on location • You authorize us to store and continue billing your payment method (e.g. credit card) to avoid interruptions in your service and to facilitate easy payment for new services. • You must pay us for applicable fees and taxes unless you cancel, in which case you agree to pay these fees through the end of the month the Service was cancelled. • Taxes are calculated based on the billing information that you provided us at the time of purchase. <p>2.4 Notices and Service Messages You agree that we may provide notices to you in the following ways: 1) a banner notice on the Service, or 2) an email sent to an address you provided, or 3) through other means including mobile number, telephone or mail. You agree to keep your contact information up to date.</p>

<p>3. The Service(s)</p> <p>You promise to only provide information and content that you have the right to share.</p> <p>In order to use the Services, you must first agree to the User/Consent Agreement.</p> <p>User understands the choices they can make regarding the information they obtain through the service.</p> <p>TriVita’s use of your Personal Information in a non-personally identifiable form.</p>	<p>3.1 The Service</p> <p>Your User/Consent Agreement applies to any use of the Services including but not limited to a) creating your Personalized Vitality Guide™, powered by BaseHealth, b) by accepting the User/Consent Agreement, you are excepting the automatic process that is instrumental in setting up a Personalized Vitality Guide™ to follow. In order to use the Services, you must first agree to the User/Consent Agreement. You may not use the Services if you do not accept the User/Consent Agreement or review the Privacy Policy at //www.trivita.com/content/privacy-policy.aspx. In addition, when using a particular portion of the Service, you shall be subject to any guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into this User/Consent Agreement. TriVita may also offer other services from time to time that are governed by different terms of service. By accepting the Service you are hereby authorizing TriVita to market its products as part of your Personalized Vitality Guide™ created for you.</p> <p>3.2 Procedures.</p> <ul style="list-style-type: none"> • You must accept the User/Consent Agreement, to complete the enrollment process to create your account. Information Collection. You will provide your name, date of birth, gender and email address, to TriVita. You will also create a unique user name and password to complete your enrollment and to create your account. You will need to input detailed information regarding your lifestyle and your family history (“Personal Information”). • You may seek independent medical advice at any time regarding the information or medical questions generated from your Personalized Vitality Guide. You further understand that any analysis provided in connection with the Service will be dependent upon the accuracy and completeness of the information provided by you pursuant to subsection 3.2. <p>The Service does rely upon the truth, accuracy and completeness of such information for the performance of the Service.</p> <p>3.3 Use of Information</p> <p>Your enrollment information will be compiled, saved and used within the scope of the Service to provide you personalized recommendations. In the future, your Personal Information may be used for recommendations made available through TriVita, Inc. in an aggregate, non-personally identifiable form to minimize the possibility of exposing individual level information.</p> <p>3.4 General Risks</p> <p>You understand and acknowledge that any suggested instruction or other service may be recommended but optional to you. In addition, as the assessment of a person’s risk of health conditions is a complex and inexact science, the analysis provided may not be reflective of all health risks to which you may be subject. You understand that the Service is not designed to diagnose, prevent or treat any condition or disease and is a predictive lifestyle tool only. You acknowledge that TriVita urges you to seek the advice of your health care provider if you have</p>
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	<p>questions or concerns arising from your assessment. You take the responsibility for all possible consequences resulting from your sharing with others access to your information. As with any online service, if you disclose your account password to others, they may be able to access your account. Personal Information and/or Enrollment Information. There may be additional risks to participation that are currently unforeseeable.</p>
<p>4. Rights and Limits</p> <p>We're providing you notice about our intellectual property rights.</p> <p>We may change or discontinue any portion of our Services.</p>	<p>4.1 Your content is your personal property. You own the information that you submit or enter into the Service's portal. Your rights may be limited in the following way:</p> <ul style="list-style-type: none"> • You can close your account except (a) to the extent you chose to share it with others (b) for the reasonable time it takes to remove the backup from other systems. • TriVita performs all reasonable practices to safeguard security and at any time TriVita feels that security has been breached, TriVita reserves the right to suspend or terminate your account if it believes that you may be in breach of this Agreement or laws or are misusing the Service. • You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your privacy settings. • By submitting suggestions or other feedback regarding our Services, you agree that TriVita can use and share such feedback for any purpose without compensation to you. • You agree to only provide content or information that does not violate the law or anyone's rights (e.g., without violating any intellectual property rights or breaching a contract.) You agree that your profile information will be truthful. TriVita may be required by law to remove certain information or content in certain countries. <p>4.2 Proprietary Rights of TriVita. TriVita, Inc. owns all rights including IPR, (Intellectual Property Rights) in Services and all documentation and all modifications, enhancements, customizations, updates, revisions or derivative works thereof, and all results of Services. You may only use the Content for accessing and understanding such information for individual and personal use. No one may make modification or any derivative work of the foregoing, and may not republish or display any of same or be linked to any other website unless such website provides acknowledgment of ownership of same in TriVita or its third party suppliers or licensors.</p> <p>4.3. Service Availability. We may change, suspend or end any Service or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.</p>
<p>5. Disclaimer and Limit of Liability</p> <p>This is our disclaimer of legal liability for the quality, safety and reliability of our Services.</p>	<ul style="list-style-type: none"> • 5.1. Disclaimer of Warranty. THIS SITE AND THE INFORMATION, SERVICES AND MATERIALS CONTAINED ON THIS SITE ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THIS SITE IS AT YOUR OWN RISK. TRIVITA AND ITS AFFILIATES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. NEITHER TRIVITA NOR ITS AFFILIATES WARRANT THAT THE INFORMATION ON THIS SITE IS ACCURATE, RELIABLE OR CURRENT. NEITHER TRIVITA NOR ANY OTHER CONTENT PROVIDERS MAKE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE

ACCURACY OF THE DATA FROM WHICH THE INFORMATION IS COMPILED OR THE ACCURACY OF THE INFORMATION ITSELF, NOR THE COMPATIBILITY OF THE INFORMATION WITH ANY HARDWARE AND SYSTEMS. TRIVITA ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO AND USE OF THE SITE (1) WILL BE UNINTERRUPTED OR ERROR-FREE, (2) IS FREE OF VIRUSES, UNAUTHORIZED CODE, OR OTHER HARMFUL COMPONENTS, OR (3) IS SECURE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE SITE. TRIVITA AND ANY THIRD-PARTY SUPPLIER ASSUME NO RESPONSIBILITY FOR ANY PRODUCT, BRAND, METHOD, INFORMATION OR SERVICES ON THIS SITE IN ANY WAY, AND THERE IS NO WARRANTY OR ANY ASSURANCE THAT THE PRODUCTS OR SERVICES CONTAINED OR DESCRIBED ON THIS SITE WILL SATISFY ANY REQUIREMENTS THAT YOU MAY HAVE. BY USING THIS SITE, THE USER ACKNOWLEDGES THAT IT IS AT THE USER'S SOLE RISK AND THE USER ASSUMES FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED WITH USE OF THIS SITE.

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- Exclusion of Damages. AS CONSIDERATION FOR USER'S OPPORTUNITY TO USE THE GENERAL INFORMATION AND PROCESSES PROVIDED ON THIS SITE, USER AGREES THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL TRIVITA OR ANYONE ASSOCIATED WITH TRIVITA OR THIS SITE BE LIABLE IN ANY WAY TO YOU OR ANY OTHER ENTITY FOR ANY ACTION OR INACTION TAKEN BY USER IN RELIANCE UPON INFORMATION OR SERVICES PROVIDED THROUGH THIS SITE. NEITHER TRIVITA NOR ANYONE ASSOCIATED WITH TRIVITA SHALL BE LIABLE IN ANY EVENT FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO (1) YOUR USE OF THE SITE, OR RELIANCE ON THE CONTENT, OR (2) ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY TRIVITA OR ITS CONTENT PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER TRIVITA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply to you. You may have other rights from jurisdiction to jurisdiction.
- Limitation on Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT (OR ANY OTHER AGREEMENT BETWEEN YOU AND US), WE (OR OUR CONTENT PROVIDERS OR OTHERS ASSOCIATED WITH THIS SITE) SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE, YOU AND WE (ON BEHALF OF OURSELVES AND OUR CONTENT PROVIDERS AND OTHERS ASSOCIATED WITH THIS SITE) AGREE THAT SUCH LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED \$1,000. YOU AND WE (ON BEHALF OF OURSELVES AND OUR CONTENT PROVIDERS AND OTHERS ASSOCIATED WITH THIS SITE) AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND US (AND OUR CONTENT PROVIDERS AND OTHERS ASSOCIATED WITH THIS SITE) AND REFLECTS THE FEES, IF ANY, WE CHARGE YOU TO USE THIS SITE, THE SERVICES AND THE CONTENT. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SITE, THE SERVICES

	OR THE CONTENT TO YOU.
6. Indemnification	You agree to defend, indemnify and hold TriVita harmless against any losses, expenses, costs or damages (including its reasonable attorneys' fees, expert fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of these Terms of Use, (2) your unauthorized or unlawful use of the Site, and (3) the unauthorized or unlawful use of the Site by any other person using your IDs.
7. Termination Activating after a cancelation or termination.	<p>Either party may terminate or cancel this Agreement at any time providing a 30 day written notice or by contacting our CARE department at 1-800-991-7116. However, the initial purchase is non-refundable and cannot be charged back.</p> <p>A User, who cancels the service, has a right to reactivate at any time but we make no guarantees as to the state of their previous profile and assessment.</p> <p>Your right to access and use the Site immediately terminates without further notice upon your breach of the User/Consent Agreement. TriVita may terminate this agreement and/or your right to use the Site at any time, with or without cause. TriVita reserves the right to discontinue or make changes to the Site at any time.</p>
8. Assignment	TriVita may assign Consent/User Agreement, in whole or in part, in its sole discretion. You may not assign your rights under this User/Consent Agreement without the prior written permission of TriVita. Any attempt by you to assign your rights under these terms without the permission of TriVita shall be void.
9. Waiver	A waiver by TriVita of a breach of any provision of this User/Consent Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind.
10. Severability	If any provision of these Terms of Use shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these User/Consent Agreement shall remain in full force and effect.
11. Governing Law	This Site is controlled under the laws of the State of Arizona and the United States of America. Any claim relating to this Site or Services provided through this Site will be governed by the laws of the State of Arizona, without giving application to the conflicts of laws provisions thereof.
12. Entire Agreement	These terms herein contain the entire agreement between you and TriVita relating to the subject matter hereof, and supersede any other oral or written communications relating thereto. This User/Consent Agreement may not be amended or supplemented by (1) any purchase order or similar form originated by you relating to the subject matter hereof, or (2) statements of any TriVita employees.
13. Changes to our User/Consent Agreement	<p>13.1. If we make a material change to our User/Consent Agreement, we will post a notice of those changes on our website and use commercially reasonable efforts to notify you by email. You are bound by changes to the User/Consent Agreement when you use the website after those changes have been posted. We encourage you to periodically review our website for the latest information on our privacy practices and all other terms and conditions governing use of our website and Services.</p> <p>13.2. If any term or provision of this User/Consent Agreement are found to be</p>

	<p>invalid, illegal or otherwise unenforceable, such finding shall not affect the other terms or provisions therein, or the whole of this User/Consent Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of you and TriVita shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements set forth in this User/Consent Agreement.</p>
<p>14. Miscellaneous Information</p>	<p>You agree to use this Site for legal and proper purposes. If you no longer agree to be bound by this User/Consent Agreement, you agree to immediately cease use of the Site.</p>
<p>15. Acceptance of User/Consent Agreement</p>	<p>You acknowledge that the provisions, disclosures and disclaimers set forth above are fair and reasonable and your agreement to follow and be bound to them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. There are no representations, promises, warranties or undertakings by TriVita contrary to those set forth above.</p> <p>If you have any questions about this User/Consent Agreement, the practices of this Website, or your dealings with this Website, including any bugs or actual or potential threats to the security of our Website and protection of your personally identifiable information please contact us at privacy@TriVita.com or at 16100 Greenway Hayden Loop, Suite 950, Scottsdale, AZ 85260, USA, and Telephone number: 1-800-991-7116.</p>