



**Vitality Health
Network**

TERMS AND CONDITIONS FOR MEMBERS

These terms and conditions (this "Agreement") govern the Vitality Health Network Member Program. The Vitality Health Network Member Program is a joint loyalty program brought to you by Vitality Health Network LLC. and vitalityhealthnetwork.com (collectively "we," "us," "our," "ours"). Purchase or use of any membership in the Vitality Health Network Member Program ("Membership") at any time subjects the purchaser or user ("you," "your," "yours," "Member") to the provisions of this Agreement, as amended from time to time. Except as set forth below, this Agreement governs the Vitality Health Network Member Program effective as of business day on September 10, 2010.

1. BENEFITS.
2. CERTAIN CONDITIONS.
3. MEMBERSHIP FEE.
4. TERM; CONTINUOUS MEMBERSHIP; BILLING.
5. TERMINATION.
6. MEMBER PRIVACY POLICY.
7. DISCLAIMERS; LIMITATION OF LIABILITY.
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10. ACKNOWLEDGMENT.
11. CHANGES TO THIS AGREEMENT.

1. BENEFITS.

The Vitality Health Network Member Program entitles Members to the following benefits:

1. A discount on services provided by the various Service Provider of the Vitality Health Network. The amount of the discount is not set by the owner of the Network and is guaranteed only by the Service Provider.
2. Periodic special promotions online at vitalityhealthnetwork.com offered through the Vitality Health Network.

2. CERTAIN CONDITIONS.

(a) For the Member Discount or other benefit to apply, the Membership account must be active and a current membership card shown at the time of purchase. Members will NOT be reimbursed retroactively for purchases made without an active and available Membership at the time of purchase.

(b) The Member Discount is only valid on eligible purchases at any Vitality Health Network Provider's place of business.



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(d) The Member Discount cannot be used in conjunction with any products offered by third party vendors/sellers that maybe linked to the Vitality Health Network website.

(e) Memberships are for individual use only and are non-transferable.

(f) We expect Members to submit and maintain accurate and current user information in connection with their Memberships. Such information includes name, address, email address, and telephone number. Members can change their account information by calling Member Services at 239-851-1846 or e-mail diana@vitalityhealthnetwork.com or faxing the information to 239.314.0265. We cannot assume any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.

3. MEMBERSHIP FEE.

The annual Membership fee is currently \$50. We may change the Membership fee at any time, and changes will apply to new and renewal Memberships. The fee is not refundable.

4. TERM; AUTOMATIC RENEWAL; BILLING.

The initial term of a Membership shall commence on the date it is purchased and continue until one year from the last day of the calendar month in which the Membership was purchased if you purchased the membership at one of the Service Providers. Each Membership may be renewed at the Vitality website or by paying the membership fee at any Vitality Health Network provider.

If you enrolled for Membership or renew your Membership online at www.vitalityhealthnetwork.com, and you do not opt out of Automatic Renewal, upon renewal, the then current Membership fee will be billed to: i) the credit card that was active in your www.vitalityhealthnetwork.com account at the time of the enrollment or the renewal, ii) the credit card we currently have on file which you provided to us when making a purchase with your Member card at www.vitalityhealthnetwork.com, or iii) the credit card which you updated through an authenticated www.vitalityhealthnetwork.com account or by calling Member Services at 239-851-1846.

5. TERMINATION.

We may terminate any or all of the benefits available under the Vitality Health Network Member Program at any time with or without notice. In the event of our termination of the Vitality Health Network Member Program, at our election we will either maintain your Membership benefits until expiration of the Membership current term or refund each Member a pro rata portion of the Membership fee for the remaining portion of the current Membership term.

6. MEMBER PRIVACY POLICY.

As a Member, the information we capture will be subject to the Vitality Health Network Privacy Policy as amended from time to time in accordance with its terms. You may view



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the current version of the Vitality Health Network Privacy Policy at any time online at www.vitalityhealthnetwork.com or you may obtain a copy by calling Member Services at 239-851-1846.

7. DISCLAIMERS; LIMITATION OF LIABILITY.

USE OF THE VITALITY HEALTH NETWORK MEMBER PROGRAM AND ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK. THE MEMBERSHIP BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

VITALITY HEALTH NETWORK, LLC AND ALL OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY "MEMBERSHIP PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FACTS AND INFORMATION AT THIS WEBSITE ARE BELIEVED TO BE ACCURATE AT THE TIME THEY WERE PLACED ON THE WEBSITE. CHANGES MAY BE MADE AT ANY TIME WITHOUT PRIOR NOTICE. ALL DATA PROVIDED ON THIS WEBSITE IS TO BE USED FOR INFORMATION PURPOSES ONLY. THE INFORMATION CONTAINED ON THIS WEBSITE AND PAGES WITHIN, IS NOT INTENDED TO PROVIDE SPECIFIC MEDICAL, LEGAL, FINANCIAL, OR TAX ADVICE, OR ANY OTHER ADVICE, WHATSOEVER, FOR ANY INDIVIDUAL OR COMPANY AND SHOULD NOT BE RELIED UPON IN THAT REGARD. THE SERVICES DESCRIBED ON THIS WEBSITE ARE ONLY OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. INFORMATION PROVIDED IN OUR WEBSITE IS NOT ALL-INCLUSIVE AND SUCH INFORMATION SHOULD NOT BE RELIED UPON AS ALL-INCLUSIVE OR ACCURATE.

MEMBERSHIP PROVIDERS MAKE NO WARRANTY THAT (i) THE VITALITY HEALTH NETWORK MEMBER PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE VITALITY HEALTH NETWORK MEMBER PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM YOUR USE OF THE VITALITY HEALTH NETWORK MEMBER PROGRAM WILL MEET YOUR EXPECTATIONS.

MEMBERSHIP PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MEMBERSHIP PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE VITALITY HEALTH NETWORK MEMBER PROGRAM OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE THE VITALITY HEALTH NETWORK MEMBER PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR THE VITALITY HEALTH NETWORK MEMBER PROGRAM DATA; OR (iv) ANY OTHER MATTER RELATING TO THE VITALITY HEALTH NETWORK MEMBER PROGRAM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE

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LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. GOVERNING LAW.

This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflict of law principles.

9. BINDING ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement (including any breach thereof) or the Vitality Health Network Member Program shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude Vitality Health Network, LLC from seeking any injunctive relief in State or Federal courts for protection of their respective intellectual property rights (including such rights of their respective licensors).

10. ACKNOWLEDGMENT.

This Agreement, including all documents referenced herein, represents the entire understanding between us and any user of the Vitality Health Network Member Program with respect to the Vitality Health Network Member Program and supersedes any other agreements, statements or representations. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms. **Any user of any portion of the Vitality Health Network Member Program is deemed to have accepted the terms and conditions of this Agreement.**

11. CHANGES TO THIS AGREEMENT.

We may change the terms of this Agreement at any time without notice or liability by posting a revised Agreement on the Member Program website located at www.vitalityhealthnetwork.com. Any change shall take effect immediately, unless otherwise provided. You may view the current version of this Agreement at any time online at www.vitalityhealthnetwork.com. You may also obtain a copy by calling Member Services at 239-851-1846.

This Agreement was last modified on September 10, 2010.