

TERMS OF USE AND PRIVACY POLICY

Welcome. These TERMS OF USE AND PRIVACY POLICY (these “Terms”) apply to the website located at <http://lifereach.com> (the “Site”), owned and operated by LifeReach, LLC (“LifeReach”). Any reference to “we,” “us,” or “our” in these Terms shall refer to LifeReach. Please read these Terms carefully before using the Site.

BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING WITHOUT LIMITATION, BROWSING THE SITE, USING ANY INFORMATION, AND/OR SUBMITTING ANY CONTENT OR PERSONAL INFORMATION VIA THE SITE, YOU AGREE TO AND ARE BOUND BY THESE TERMS INCLUDING DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF TENNESSEE LAW.

(1) **SITE CONTENT**

- (a) Except as otherwise provided by a third party, all content on the Site is © 2014 LifeReach and/or its licensors. The Site contains copyrighted material, trademarks, service marks, trade dress, and other proprietary content, including but not limited to, text, software, applications, sound, photographs, buttons, images, logos, video, and graphics (the “Content”), and the entire selection, coordination, arrangement, and “look and feel” of the Site and the Content are copyrighted as a collective work under copyright laws (collectively, “Intellectual Property Rights”).
- (b) Neither these Terms nor your use of the Site transfers any right, title, or interest in the Site, Content, or Intellectual Property Rights to you. We and our third-party licensors retain all of our and their respective right, title, and interest to the Site, Content, and Intellectual Property Rights. Any rights not expressly granted are reserved.
- (c) The Site is available worldwide to anyone with Internet access. However, the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service, or other unforeseen circumstances. Further, a reference to a product or service on the Site does not imply that such product or service is or will be available in your location. The Content of the Site is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. The Site is provided from the United States of America, and all servers that make it available reside in the United States. The laws of other countries may differ regarding the access and use of the Site. We do not make any representations regarding the legality of the Site or Content in any other country, and it is your sole responsibility to ensure that your use complies with all applicable laws.
- (d) Certain materials on the Site may be furnished by third parties. Certain products, services, or company designations for companies other than us may be mentioned in the Site for identification purposes only. Third-party trademarks, trade names, logos, or product or services names contained on the Site are the trademarks, registered or unregistered, of their respective owners.
- (e) Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, under any of our Intellectual Property Rights or under any third party’s intellectual property rights. Any rights not expressly granted herein are reserved.

(2) **PERMISSIBLE USE**

Except as indicated to the contrary elsewhere on the Site, you may view, copy, retransmit, and print the Content available on the Site subject to the following conditions:

- (a) you may use the Content only for personal, informational, or non-commercial purposes;
- (b) you may not provide, sell, license, or lease the Content for any fee or other consideration;
- (c) you must ensure all copyright, trademark, and other proprietary rights notices included in the Content as presented on the Site appear on all copies;
- (d) you may not modify or alter the Content in any way; and
- (e) you may not use any graphics separately from accompanying text.

(3) **OTHER SITES; THIRD-PARTY CONTENT**

As a convenience to you, the Site may provide links to websites and access to content, products, and services of third parties, including our affiliates, strategic partners, and other entities with which our connection may consist of only a hyperlink (collectively, “Linked Sites”). All Linked Sites are provided only because they may be of interest to Site users. Information and views contained in Linked Sites are not adopted or endorsed by us.

You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. We do not author, edit, or monitor these Linked Sites and are not responsible or liable for (a) the availability of or content provided on the Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by us, or vice-versa; (b) third-party content accessible through the Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through the Site. You bear all risk associated with the use of the Linked Sites, third party services, and your correspondence or business dealings with advertisers found on or through the Site.

We do not control, make no guarantees about, and disclaim any express or implied representations or warranties about the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on the Linked Sites or any Internet sites. We reserve the right to terminate such links at any time. The fact that we offer such links should not be construed in any way as an endorsement, authorization, or sponsorship of any site or its content, products, or services.

(4) **MODIFICATIONS TO TERMS**

We may change, modify, add, and/or delete all or portions of these Terms from time to time in our sole discretion by posting updated Terms on the Site, which shall apply to your use of the Site after such modifications have been posted. Please review these Terms periodically for any updates or changes. Your continued use of the Site following the posting of any updates or changes to these Terms constitutes your acceptance of such updates and changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to terminate your use of the Site immediately.

(5) **TERMINATION/MODIFICATION OF SITE**

We reserve the right to modify or terminate your access to the Site or portions of the Site, at any time, temporarily or permanently, with or without notice to you, for any reason, and are not obligated to support or update the Site. These Terms shall survive any termination. We also may impose limits on certain features and services, restrict your access to parts or the entire Site, or charge fees for access to portions of the Site without notice or liability. You acknowledge and agree that we will not be liable to you or any third party in the event that we exercise our right to modify or terminate access to the Site or portions of the Site.

(6) **YOUR PRIVACY**

(a) *Collection of Information.* We provide the following privacy policy in this Section (the “Privacy Policy”) to demonstrate our commitment to privacy. This Privacy Policy applies only to information collected through the Site and not to information collected offline. In connection with your use of the Site, we may collect the following types of information from you:

(1) *Anonymous Information:* “Anonymous Information” is aggregated data in a form that does not permit identification of a specific individual that websites use to administer their sites. It may include such information as your browser type or your Internet Protocol (IP) address, and may include the use of “cookies,” web beacons, and similar tracking technologies. We may from time to time retain third parties to help us collect and aggregate Anonymous Information related to the Site.

(2) *Personally Identifiable Information:* “Personally Identifiable Information” is any information that personally identifies you, such as your name, email address, or your telephone number. Sometimes this personal information is needed when you transact business with LifeReach or when you contact us. We may ask you to provide us with personal information on a voluntary basis in certain areas of our Site. In particular, scattered throughout the Site are links or forms that can be used to contact LifeReach so you can comment, make a complaint, make suggestions, and ask questions. Your email address is required on these forms so we can answer your questions.

(b) *Use of Information.* We use the information we collect in the following ways:

(1) *Anonymous Information:* Anonymous Information is used internally for Site administration, troubleshooting, and to help improve the quality of the web pages. We may share such aggregated, non-personally identifiable information, such as demographics, with existing and prospective business partners and advertisers. We use your IP address to help diagnose problems with our server, to administer our Site, avoid hacking attacks on the Site’s server, and may use it to gather broad demographic information. We may use cookies to conduct site tracking and to tailor your visit to the Site. We never connect aggregate information with Personally Identifiable Information, and none of the aggregate information we will share will contain any information that identifies you individually.

(2) *Personally Identifiable Information:* Personally Identifiable Information collected by or on behalf of LifeReach may be used for purposes that include without limitation, administration of the Site and communications with you or other purposes as may be indicated at the time of disclosure. In all cases, however, we will use your information only as permitted by applicable law. We also may disclose Personally Identifiable Information if required to do so by law or if LifeReach in good faith believes that such action is necessary to (a) comply with the law or with legal process; (b) protect and defend LifeReach’s rights and property; (c) protect against misuse or unauthorized use of the Site; or (d) protect the personal safety or property of LifeReach’s users or the public. Please note that we may not provide you with notice prior to disclosure in such cases.

(c) *Security.* Security of information communicated by or to LifeReach over the Internet is of utmost concern to LifeReach; unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. Please note that email, like most if not all non-

encrypted Internet communications, may be accessed and viewed by other Internet users, without your knowledge and permission, while in transit to LifeReach. For that reason, to protect your privacy, please do not use email to communicate information to LifeReach that you consider confidential. While we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to LifeReach or through the Site, and you do so at your own risk.

- (d) *Disclosure of Information Through Business Transfers.* As we continue to develop our business, we may buy, merge, or partner with other companies or businesses, and in so doing, acquire customer information. In such transactions, user information may be among the transferred assets. Similarly, in the event that a portion or substantially all of LifeReach's assets are sold or transferred to a third party, customer information (including your email address) would likely be one of the transferred business assets.

(7) **COPYRIGHT INFRINGEMENT**

In accordance with the U.S. Digital Millennium Copyright Act (“DMCA”), we have designated an agent to receive notifications of alleged copyright infringement associated with the Site. We will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify us at **notices@lifereach.com**. When notifying us of the alleged copyright infringement please provide us with the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.

If we in good faith believe material to infringe a copyright or otherwise violate any intellectual property rights, we will remove or disable access to such material.

(8) **TYPOGRAPHICAL ERRORS; OMISSIONS AND INACCURACIES**

Our goal is to provide complete, accurate, and up-to-date information on the Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

(9) **NO MEDICAL ADVICE**

The Site is designed for educational and informational purposes only. The Site does not provide medical advice, diagnoses, or recommendations about medical treatment, and does not recommend or endorse any products or information for any particular circumstances. YOU

EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THE RESULTS OF ANY DECISIONS MADE BASED ON YOUR USE OF THE SITE.

THE CONTENT ON THE SITE IS NOT INTENDED IN ANY WAY TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. NEITHER THE CONTENT NOR ANY OTHER SERVICE OFFERED BY OR THROUGH THE SITE IS INTENDED TO BE RELIED ON FOR MEDICAL DIAGNOSIS OR TREATMENT. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE. **IN AN EMERGENCY, CALL 911 OR YOUR LOCAL EMERGENCY ASSISTANCE NUMBER.**

(10) **DISCLAIMERS**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE AND ALL CONTENT, MATERIALS, INFORMATION, TOOLS, APPLICATIONS, PRODUCTS, AND SERVICES PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN “AS IS, WHERE IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE AND OUR SUPPLIERS, PARTNERS, AND LICENSORS 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, TITLE, NON-INFRINGEMENT, SECURITY, AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON THE SITE AND/OR ANY CONTENT, INFORMATION, TOOLS, APPLICATIONS, PRODUCTS, AND SERVICES PROVIDED ON OR THROUGH THE SITE. WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT OR ANY LINKED SITE WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) ANY PARTICULAR RESULTS MAY BE OBTAINED FROM THE USE OF THE SITE OR THE CONTENT; (D) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, TOOLS, APPLICATIONS, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE, ANY LINKED SITE, OR OTHERWISE, WILL MEET YOUR EXPECTATIONS; OR (E) DEFECTS, IF ANY, CAN OR WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SITE, ANY LINKED SITE, OR OTHERWISE, WILL CREATE ANY WARRANTY OR COVENANT NOT EXPRESSLY MADE IN THESE TERMS. YOU UNDERSTAND AND AGREE THAT ANY CONTENT, LINKED SITE, AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE IS USED AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR THE USE AND RESULTS OF SUCH CONTENT AND DATA.

(11) **LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE OR OUR SUPPLIERS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR USE INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS OR USE THE SITE OR ANY CONTENT, INTELLECTUAL PROPERTY, APPLICATIONS, TOOLS, PRODUCTS, INFORMATION, OR SERVICES PROVIDED IN CONNECTION WITH THE

SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY INFECT YOUR EQUIPMENT OR SYSTEM, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECTION PROBLEMS, UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY OTHER EVENT BEYOND OUR CONTROL. YOU ACKNOWLEDGE AND AGREE THAT YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE USE AND TRANSMISSION OF ALL DATA YOU UPLOAD OR SUBMIT TO OR THROUGH THE SITE. IF THE LIMITATIONS SET FORTH IN THIS SECTION ARE HELD BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE FOR ANY REASON, OUR LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

(12) **INDEMNIFICATION**

You shall indemnify and hold us and our suppliers, partners, licensors, and our and their respective affiliates, shareholders, directors, officers, subsidiaries, parents, employees, and agents harmless from and against any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of or in any way related to your use of or access to the Site or the Content, including any use by your employees (if applicable), your violation of these Terms, or your violation of the rights of another.

(13) **LIMITATION ON ACTIONS**

You agree that any claim, cause of action, or dispute arising out of these Terms or your use of the Site must be filed within one (1) year after the claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

(14) **DISPUTE RESOLUTION**

You agree that any dispute arising out of or relating in any way to your use of the Site requires that the claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate Intellectual Property Rights, we may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in Nashville, Tennessee, U.S.A. in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE THE USE OF THE SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO

PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the applicable state and federal courts located in Nashville, Tennessee for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim, or provisional equitable remedies, and (b) to service of process in any action by registered mail or any other means provided by law. Should this Section (14) be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in the state or federal courts in Nashville, Tennessee.

(15) **ACKNOWLEDGMENT**

You acknowledge (a) that you have read and understood these Terms and (b) that these Terms have the same force and effect as a signed agreement.

(16) **GENERAL**

If any provision in these Terms is held by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Our failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice-of-law provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules and regulations of the United States will govern. These Terms of Use as posted from time to time on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to the subject matter. You may not assign or transfer your rights or obligations under these Terms without our prior written consent.

(17) **CONTACT INFORMATION**

If you have any questions about these Terms of Use, the practices of Company, or your dealings with this Site, please contact us through the address below. You may also contact us to update your personal information by notifying us when you change your name or email address.

Address: LifeReach, LLC
P.O. Box 58190
Nashville, Tennessee 37205

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