

TERMS OF USE

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PLEASE READ THE TERMS OF USE, PRIVACY POLICY, AND PRIVACY PRACTICES FOUND ON THIS WEBSITE. BY USING THE SERVICES, YOU AGREE TO THE TERMS OF USE, PRIVACY POLICY AND PRIVACY PRACTICES.

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If you do not agree with these Terms of Use, you may not enter, access, or otherwise use the Services. We reserve the right to modify these Terms of Use periodically, for any reason, and without notice. It is recommended that you read these Terms of Use before use of the Services to ensure you have not missed any changes to these Terms of Use. Your continued use of the Services following any changes to these Terms of Use signifies your acceptance of those changes. We have the right to limit, suspend, discontinue or deny your access and use of the Services at any time, and without notice, to anyone who violates these Terms of Use as we consider appropriate or necessary in our sole discretion.

Privacy

Please review our Privacy Policy, which also governs your use of the Services. For more information about our privacy practices, see the Privacy Practices. The Privacy Policy and the Notice of Privacy Practices are also incorporated into and made a part of these Terms of Use.

Health and Wellness Content

Any health and wellness content presented on the Services is for general informational purposes only. Such content is not intended to replace or serve as a substitute for professional medical advice, diagnosis or treatment, nor is it intended as a guarantee of improvement of specific conditions or weight loss. You should

regularly consult a physician or other health care provider in all matters relating to physical or mental health, particularly concerning any symptoms that may require a diagnosis or medical attention.

Operational Functionality

We reserve complete and sole discretion with respect to the operation of the Services. We may, among other things withdraw, suspend or discontinue any functionality or feature of the Services. We are not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications carriers. We are not responsible for maintaining information arising from use of the Services. We reserve the right to maintain, delete or destroy all communications and information posted or uploaded to the Services in accordance with our internal record retention and/or destruction policies.

Proprietary Rights

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We do not make any representations or warranties about any website you may access through the Services. They are independent from us, and we have no control over, or responsibility for, their information or archives. Make sure you understand any website's privacy policies before providing personal information.

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WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, 100% SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, AND ANY SERVICE INTERRUPTION CAUSED BY US. WE ARE NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR COMPROMISE OF DATA CARRIED OVER LOCAL OR INTERCHANGE TELECOMMUNICATION CARRIERS. WE WILL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT AGAINST FAILURE OF OUR EQUIPMENT AND SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT TEMPORARY INTERRUPTIONS IN SERVICE MAY OCCUR, AND THAT WE SHALL HAVE NO LIABILITY FOR ANY CLAIM, COST, CHARGE, LOSS OR EXPENSE ARISING FROM OR RELATING TO USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT DATA

MAY BE LOST OR CORRUPTED IN CONNECTION WITH USE OF THE SERVICES. WE MAY PERFORM REGULAR BACK-UPS OF ALL DATA STORED, BUT SHALL NOT BE LIABLE IN THE EVENT ALL DATA IS LOST OR DESTROYED. YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT RESTORATION OF DATA FROM BACKUP IS NECESSARY, IT MAY TAKE SEVERAL DAYS TO COMPLETE SUCH RESTORATION OF DATA AND RESUME OPERATION OF THE SERVICES.

EXCEPT AS PROHIBITED BY LAW, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT CHC SOLUTIONS, INC. AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS ("CHC PARTIES"), WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, THE INABILITY TO USE OR ACCESS THE SERVICES, OR ANY CONTENT OFFERED THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO ALL LOSSES AND DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, IN EQUITY, AT LAW OR OTHERWISE.

IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES OR THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES.

IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIMITATION SHALL NOT BE APPLICABLE TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED FIFTY DOLLARS (\$50).

Limitations of Use

You will not use the Services in any unlawful way and/or for any unlawful purpose. You will not post or transmit a message under a false name, or use our network resources to impersonate another person or misrepresent authorization to act on behalf of us or others. All messages transmitted via the Services should correctly identify the sender. You may not alter the attribution of origin in electronic mail messages or posting. You will not allow another person or entity to use your account, username or password to access or use the Services. You will not attempt to undermine the security or integrity of our computing systems or networks and must not attempt to gain unauthorized access. You may not harvest or collect any information about any other individual who uses the Services. You may not post or

transmit any data, materials, content or information which is threatening, false, misleading, abusive, libelous, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere with, manipulate, or otherwise interrupt or expropriate the Services. You may not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security or proper function of the Services. You will not use robots or scripts with the Services. You will not attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, or information on or received through the Services. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting.

You further agree that any information you provide or use and your use of the Services will not infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

We maintain the right to delete any information provided by you that we deem in our sole discretion fraudulent, abusive, defamatory and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

Indemnification

You agree to indemnify and hold harmless the CHC Parties from any and all claims arising out of or related to your access or use of the Services or your inability to access or to use the Services or any other offerings rendered by the CHC Parties in conjunction with the Services or your use of the Services, and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your violation of these Terms of Use.

Eligibility

In order to access the Services, you represent and warrant that you are at least 18 years of age and possess the legal right and ability, on behalf of yourself or minor child of whom you are the parent or legal guardian, to agree to these Terms of Use, to use the Services in accordance with the Terms of Use, and abide by the obligations hereunder.

Children

The Services are directed to adults; they are not directed to children under the age of 13. We operate our Services in compliance with the Children's Online Privacy Protection Act, and will not knowingly collect or use personal information from anyone under 13 years of age, without requiring consent from a parent or legal guardian.

Governing Law

Any claims, controversies, or disputes shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law. Your use of the Services indicates your agreement that the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of laws, will govern any dispute of any sort that may arise between you and us. The disposition of any such dispute shall take place in a state or federal court located in Allegheny, Pennsylvania. You consent to the exclusive jurisdiction and venue of such court.

Waiver of Jury Trial

THE PARTIES HERETO HEREBY EXPRESSLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED ARISING OUT OF THESE TERMS OF USE, PRIVACY POLICY OR PRIVACY PRACTICES.

Additional Terms

These Terms of Use, including all other terms and policies referenced herein, constitute the entire agreement between you and us with respect to the Services. In the event of any inconsistencies between these Terms of Use and the policies referenced therein, these Terms of Use shall control. Our failure to exercise or enforce any terms herein shall not constitute a waiver, and if we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If you breach any provision of these Terms of Use, you may no longer use the Services. If these Terms of Use or your permission to use the Services is terminated by us for any reason, the agreement formed by your acceptance of these Terms of Use will nevertheless

continue to apply and be binding upon you in respect of your prior use of the Services and anything relating to or arising from such use. These Terms of Use, including any or all rights and obligations hereunder, may be freely assigned or transferred by us, but not by you. If any part of these Terms of Use is ruled to be unlawful, void, or for any reason unenforceable, then such part shall be deemed severable from these Terms of Use, and shall be eliminated or limited to the minimum extent necessary. The remainder of these Terms of Use, including any revised portion, shall remain and be in full force and effect.

Contact Us

Contact us if you have any questions about these Terms of Use, as follows:

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