



TERMS OF SERVICE

Web Site Terms and Conditions of Use

1. Terms

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2. Site Content Use

You must be at least 18 years of age to use our Site. By using our Site or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

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Use of any of our Sites made available through a third-party social sharing platform such as Twitter or Facebook is also subject to the platform’s applicable terms and conditions.

3. Modifications of These Terms of Use

Rewarding HealthyHabits, LLC Web Site reserves the right to modify these Terms at any time without notice. By using this Site following any modification to the Terms, you are agreeing to be bound by the then current version of these Terms. If you object to any provision of these Terms or any subsequent



modification of these Terms, your only recourse is to immediately terminate use of the Site. Rewarding HealthyHabits, LLC Web Site reserves 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 and is not obligated to support or update the Site.

4. Disclaimer

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THIS SITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES PROVIDED ON THIS SITE, ARE PROVIDED ON A "AS IS" AND "AS AVAILABLE" BASIS. REWARDING HEALTHYHABITS, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED MERCHANTABILITY, SUITABILITY RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THIS SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. REWARDING HEALTHYHABITS, LLC MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY SECURE, OR ERROR-FREE BASIS, OR THAT THE CONTENT WILL BE UP TO DATE, COMPLETE, COMPREHENSIVE OR ACCURATE.

5. Limitation of Liability

IN NO EVENT SHALL REWARDING HEALTHYHABITS, LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS PROFITS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS, OR USE OF THIS SITE OR ANY SERVICES PROVIDED IN CONNECTION WITH THIS SITE, EVEN IF REWARDING HEALTHYHABITS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY APPLIES TO, WITHOUT LIMITATION, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY AFFECT YOUR EQUIPMENT OR SYSTEM, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, OR TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJUERE. 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.

6. Indemnity

You agree to indemnify, defend, and hold harmless Rewarding HealthyHabits, LLC from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting in any way from your use of any Site, your communication, placement or transmission of any message, content, information or other materials on or through any Site, your breach or violation of the law, any third party right or of these Terms of Use, or any activity otherwise related to your use of any Site (including negligent or wrongful conduct), by you or any other person accessing a Site using an account registered to you.



7. Revisions and Errors

The materials appearing on Healthy Habits Site could include technical, typographical, or photographic errors. Rewarding HealthyHabits, LLC does not warrant that any of the materials on its web site are accurate, complete, or current. Rewarding HealthyHabits, LLC may make changes to the materials contained on its web site at any time without notice. Rewarding HealthyHabits, LLC does not, however, make any commitment to update the materials.

8. Links to Third Party Websites

Rewarding HealthyHabits, LLC has not reviewed all the sites linked to its Internet web site and is not responsible for the contents of any such linked sites. The inclusion of any link does not imply endorsement by Rewarding HealthyHabits, LLC of the site. Use of any such linked web site is at the user's own risk

9. Governing Law

Any claim relating to Healthy Habits web site shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions.

10. Dispute Resolution

You agree that any dispute arising out of or relating in any way to your use of this Site requires that such 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, Rewarding HealthyHabits, LLC may seek injunction or other appropriate relief. Such arbitration shall take place in Delaware and shall be conducted before one arbitrator 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 THIS 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.

Either Party may bring an action in a federal district court sitting in Delaware to enforce any arbitration award. If this Section 10 is 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 Delaware.



11. Limitation on Actions Brought Against Rewarding HealthyHabits, LLC

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

12. Intellectual Property

Rewarding HealthyHabits, LLC and its licensors own all right, title and interest in and to the Sites, all the text, content, graphics, interfaces, code and materials thereon, the look and feel, selection and arrangement, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, including but not limited to all intellectual property and proprietary rights therein. Your use of a Site does not grant to you ownership in or rights to of any of the foregoing. The Sites are copyrighted as a collective work under the United States and other copyright laws, and is the property of Healthy Habits. The collective work includes works that are licensed to Healthy Habits. Unless otherwise indicated on a Site, displayed trademarks, corporate logos, services marks, trade names and emblems (collectively, the “Marks”) are subject to the trademark rights of, and are proprietary to, Rewarding HealthyHabits, LLC or its affiliates. Rewarding HealthyHabits, LLC does not grant any license or other authorization to use the Marks except through a separate written license agreement.

13. Your Privacy

Rewarding HealthyHabits, LLC will treat any information it collects from you through this Site in accordance with its online Privacy Policy (the “Privacy Policy”), which is hereby incorporated by reference. Please review the Privacy Policy before you use the Site. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use this Site.

14. General

If any provision in these Terms is found 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. Healthy Habits 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 of Use and the Privacy Policy, 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 such subject matter.

15. Acknowledgement

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



16. Contact Information

If you have any questions about these Terms, or Healthy Habits practices or dealings, please contact us by clicking on "Contact Us" located on this page.