

Terms and Conditions of Use

Effective September 2016

Welcome to USPM.com (the Site). U.S. Preventive Medicine, Inc. provides services to you through the Site subject to the following conditions. **If you visit the Site or use any of the services offered on or through the Site, you accept these conditions. Please review carefully.** Your acceptance of the terms and conditions are required to access the Site and the services offered on or through the Site.

PRIVACY

Please review our Notice of Privacy Practices, are linked at the bottom of the Site and also governs your visit to the Site, to understand our privacy practices.

ELECTRONIC COMMUNICATIONS

When you visit the Site, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included on the Site is the property of U.S. Preventive Medicine, Inc. ('USPM', 'we' or 'us') or its content suppliers and is protected by United States and international copyright laws. The compilation of all content on this Site is the exclusive property of USPM and is protected by United States and international copyright laws. All software used on this Site is the property of USPM or its software suppliers and is protected by United States and international copyright laws.

TRADEMARKS

U.S. PREVENTIVE MEDICINE®, THE PREVENTIVE PLAN®, MORE GOOD YEARS®, AN APPLE A DAY ISN'T ENOUGH®, THE PREVENTIVE MEDICINE PLAN®, U.S. CARE MANAGEMENT MORE GOOD YEARS®, PREVENZIA H2O®, WAYS TO WELLBEING®, MACAW®, MYMEDRIVE®, HEALTHCARE 3.0®, HEALTHYLIFE®, THE PREVENTIVE SCORESM and other USPM graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of USPM or its affiliates in the U.S. and/or other countries. USPM's trademarks and trade dress may not be used in connection with any product or service that is not USPM's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits USPM. All other trademarks not owned by USPM or its affiliates that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by USPM or its affiliates.

LICENSE AND SITE ACCESS

USPM grants you a limited license to access and make personal use of the Site and not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of USPM. USPM reserves all rights, including but not limited to any and all intellectual property, patents, trade secrets, and any other proprietary right it may have in respect to the Site, the content thereof, and goods and services that may be provided. By making services available to you, USPM is not providing you, and this license does not include, any rights to resale or commercial use of the Site or its contents; any collection and use of any service or product listings, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of another entity; or any use of data mining, robots, or similar data

gathering and extraction tools. The Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of USPM. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of USPM and our affiliates without express written consent. You may not use any meta tags or any other hidden text utilizing USPM's name or trademarks without the express written consent of USPM. Any unauthorized use terminates the permission or license granted by USPM. You may not use any USPM logo or other proprietary graphic or trademark as part of the link without express written permission.

SECURITY OF SITE

Any actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution. For your protection, USPM and its affiliates reserve the right to view, monitor, and record activity on the Site without notice to or permission from you. Any information obtained by monitoring, reviewing or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY USPM OR ITS AFFILIATES ON AN AS IS AND AS AVAILABLE BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. USPM AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. USPM ASSUMES NO LIABILITY FOR THE PERFORMANCE OR FAILURE TO PERFORM OF ITS INDEPENDENT CONTRACTORS, INCLUDING WITHOUT LIMITATION THIRD PARTIES PROVIDING SERVICES THROUGH THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, USPM AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USPM AND ITS AFFILIATES DO NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; THEIR SERVERS; OR E-MAIL SENT FROM USPM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USPM DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OF ANY QUALITY; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE OR ITS CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. USPM DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF MATERIALS IN THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER USPM, ITS AFFILIATES, PARENTS, SUBSIDIARIES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS WILL BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATED TO (1) THE USE OF THIS SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; (2) THESE TERMS AND CONDITIONS OF USE; (3) ANY FAILURE, DELAY OR DECISION BY USPM IN ADMINISTERING THE SITE OR ITS PROGRAMS; (4) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM MADE BY USPM; (5) THE USE OF SERVICES OR INABILITY TO USE SERVICES; (6) THE COST OF OBTAINING

SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THE SITE; AND (7) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, STATEMENTS BY ANY THIRD PARTY OR CONDUCT OF ANY THIRD PARTY USING THE SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND CERTAIN STATEMENTS IN THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU AS REGARDS IMPLIED WARRANTIES, HOWEVER, THE OTHER TERMS AND CONDITIONS AND APPLICABLE DISCLAIMERS REMAIN ENFORCEABLE NOTWITHSTANDING. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS USPM AND ITS REPRESENTATIVE, SUBSIDIARIES, AFFILIATES, RELATED PARTIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, ADVERTISERS AND PARTNERS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE LEGAL FEES, THAT MAY BE FILED BY ANY THIRD PARTY, ARISING FROM YOUR CONDUCT OR IN CONNECTION WITH THE SITE, YOUR PROVISION OF CONTENT, YOUR VIOLATION OF THESE TERMS AND CONDITIONS OF USE, OR ANY OTHER VIOLATION BY YOU OF THE RIGHTS OF ANOTHER PERSON OR PARTY. TO THE FULLEST EXTENT ALLOWED BY LAW, YOU HEREBY WAIVE ANY CLAIMS TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES AND ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

APPLICABLE LAW

By visiting the Site, you agree that the laws of the state of Florida, without regard to principles of conflict of laws, will govern these Terms and Conditions of Use and any dispute of any sort that might arise between you and USPM or its affiliates as to the use of this Site and the products and services on this Site.

MARKETING AND ADVERTISING

U.S. Preventive Medicine provides health education and services as part of The Preventive Plan at no charge to the participant. U.S. Preventive Medicine does not promote, market, or advertise goods or services, or allow 3rd party entities to promote, market or advertise goods or services to participants of The Preventive Plan.

DISPUTES

Any dispute relating in any way to your visit to the Site or to products or services you access or use through the Site shall be construed and enforced in accordance with Florida law, and shall be submitted to the exclusive jurisdiction of the state and federal courts sitting in Florida. Proper venue in any such action shall be in Jacksonville, Duval County, Florida. In any legal action or other proceeding brought arising from the Consent to Participate, the Privacy Policies, the Terms and Conditions of Use, or any dispute related thereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, including costs and attorneys' fees incurred in any appeal, in addition to any other relief to which such party may be entitled.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our Notice of Privacy Practices (which comprises the second half of this notice). These policies also govern your visit to the Site. Check the date at the top of this document to determine the most current version hereof. We reserve the right to make changes to our Site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that conditions shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.