

**World Reach Health
WEBSITE TERMS OF SERVICE**

EFFECTIVE: July 1, 2020.

PLEASE READ.

YOUR USE OF THIS SITE IS SUBJECT TO THESE TERMS OF USE AND OUR PRIVACY POLICY. BY USING THE SITE, YOU CONSENT TO THE COLLECTION AND USE OF YOUR DATA IN ACCORDANCE WITH OUR PRIVACY POLICY.

Section No.	Content
1	Introduction: Your Agreement to these Terms
2	Ownership; Restrictions on Use
3	Privacy Policy
4	World Reach Health User Accounts
5	Use of Devices and Services
6	Use of the Sites by Minors and Blocked Persons
7	Third Party Links
8	User Content
9	Prohibited Conduct
10	Idea Submission
11	License
12	Trademarks
13	Digital Millennium Copyright Act
14	User Account Termination Policy
15	Disclaimer of Warranties
16	Limitations of Liability
17	Exclusions and Limitations
18	Indemnification
19	Modifications to These Terms
20	Changes in Site Ownership
21	Requests for Information and How to Serve a Subpoena
22	Disputes; Injunctive Relief; Binding Arbitration
23	Miscellaneous

- 1. Introduction; Your Agreement to These Terms of Service.** These Terms of Service ("**Terms**") apply to the web sites, web pages, interactive features, applications, widgets, blogs, social networks, social network "tabs," alternative reality worlds or features, or other online or wireless offerings that post a link to these Terms, whether accessed via computer, mobile device or other technology, manner or means (each, a "**Site**," and collectively, the "**Sites**"). The Sites are offered by World Reach Health, LLC and/or one of its subsidiaries or affiliated companies or

other companies associated with World Reach Health, LLC (collectively, "**World Reach Health**," or "**we**", "**us**", "**our**").

- a. These Terms govern your rights and responsibilities in connection with the particular Site you are using (referred to sometimes as "the" Site). The term "**Site**" includes the content on that Site, all of our services provided on or through that Site (the "**Site Services**"), and any software that we make available on or through that Site (the "**Software**"), unless otherwise specified. The Terms apply whether you are a user that registers an account with World Reach Health or an unregistered user.
- b. You "**use**" the Site anytime you access (via computer, mobile device or other technology), view, link to or from, or otherwise interact or communicate with or connect to, the Site (or any parts thereof) or interact or communicate with other users through the Site (including, without limitation, on message boards, chat rooms and/or other communities established on the Site).
- c. Your use of the Site (or any part thereof) signifies your agreement to be bound by these Terms and the World Reach Health Privacy Policy (the "**Privacy Policy**"), which is hereby incorporated by this reference into these Terms. When using or opening an account with World Reach Health on behalf of a company, entity or organization (collectively, "**Subscribing Entity**"), you represent and warrant that you (i) are an authorized representative of that Subscribing Entity with the authority to bind the Subscribing Entity to these Terms and grant the licenses set forth herein; and (ii) agree to these Terms on behalf of such Subscribing Entity. These Terms are a binding legal agreement between you and World Reach Health: please read them carefully before you use the Site.
- d. **Do not use the Site if you do not agree with any of the terms contained herein.**
- e. Given the nature of the Internet, even though the Site is ordinarily (but not always) targeted to United States of America ("**USA**") residents, it may be accessed in other parts of the world. If you are not a USA resident and yet use the Site, you acknowledge, understand and agree that you are doing so on your own initiative and at your own risk and that it is your responsibility (and not ours) to make sure that your use of the Site complies with all applicable local laws in the jurisdiction from where you access or use the Site. **IF YOU ARE NOT A USA RESIDENT, BY SUBMITTING YOUR PERSONALLY IDENTIFIABLE INFORMATION ON THE SITE, YOU EXPRESSLY CONSENT TO THE TRANSFER OF SUCH DATA TO THE USA, AND TO THE PROCESSING OF SUCH DATA ON World Reach Health's (OR ITS DESIGNATED VENDORS') USA SERVERS, WHERE YOUR DATA WILL BE GOVERNED BY USA LAWS THAT MAY PROVIDE A LOWER (OR DIFFERENT) LEVEL OF DATA PROTECTION THAN YOUR COUNTRY.**

- f. World Reach Health reserves the right, at its sole discretion, to change, modify, and/or add to these Terms or to the Privacy Policy, in whole or in part, at any time. Changes to these Terms or the Privacy Policy will be effective when posted. You agree to review these Terms and the Privacy Policy periodically to become aware of any changes. Your use of the Site or any part thereof after any changes to these Terms or the Privacy Policy are posted will be considered acceptance of those changes and will constitute your agreement to be bound thereby. If you object to any such changes, your sole recourse will be to stop using the Site. Your use of certain Site features, functionality, programs or Services (including, without limitation, contests, sweepstakes, promotions, wireless marketing opportunities, photo or video or other User Submissions (as defined below) uploading/posting opportunities, RSS feeds, etc.) offered on or through the Site may be subject to additional or special terms and conditions ("**Special Rules**"), and before you use any such features, functionality, programs or Services you may be required to indicate your acceptance of such additional Special Rules. All Special Rules are incorporated into these Terms as if fully set forth herein.
2. **Ownership; Restrictions on Use.** The content of the Site and all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein are owned by World Reach Health and/or its licensors and are protected by applicable USA and international copyright and other intellectual property laws. You acknowledge, understand and agree that you shall not have, nor be entitled to claim, any rights in and to the Site content and/or any portion thereof, except: (i) with respect to your own User Submissions (excluding any materials - e.g., key art, title treatment, clips, stills, music tracks, etc. - used in your User Submissions that may have been licensed to you by World Reach Health for use in your User Submissions, for example in connection with a contest or other program or feature offered on the Site (such content referred to as the "**World Reach Health Licensed Assets**")); and/or (ii) to the extent of your limited rights to use the Site for certain personal (non-commercial) purposes, as set forth below in the section titled LICENSES, subject to the conditions set forth in the YOUR RESPONSIBILITIES section below and the other terms and conditions of these Terms. Except in connection with your own User Submissions (and then only to the extent you control them), or unless expressly authorized by World Reach Health pursuant to these Terms or otherwise, you agree not to copy, reproduce, duplicate, stream, capture, access through technology or means other than those provided on the Site, perform, transfer, sell, resell, download, upload, archive, license to others, edit, modify, manipulate, create derivative works from or based upon (including, without limitation, mash-ups, montages, wallpapers, ringtones, greeting cards, T-shirts or other merchandise), publish, republish, post, transmit, publicly display, frame, link from or to, distribute, share, embed, translate, decompile, reverse engineer, translate, incorporate into any hardware or software application, use for commercial purposes, or otherwise use or exploit the Site or any component part thereof. Any of the unauthorized uses referred to above would constitute an

infringement of the copyrights and other proprietary rights of World Reach Health and/or its licensors (including, without limitation, other Site users who have submitted their own User Submissions) and a violation of these Terms and may subject you to civil and/or criminal liability under applicable laws.

3. **Privacy Policy.** Your privacy is important to World Reach Health. Please review our Privacy Policy for information relating to how we collect, use and disclose your personal information, and how you can manage your online privacy when you use the Sites.
4. **World Reach Health User Accounts.** In order to access some features within the Sites, you will have to create a World Reach Health user account (each a “**User Account**”). You may never use another person’s User Account without permission. When creating your User Account, you must provide true, accurate, current and complete information, and you may be required to provide a username and password. You are solely responsible for the activity that occurs on your User Account, and you must keep your account password secure. You must notify World Reach Health immediately of any known breach of security or unauthorized use of your User Account.
 - a. Although World Reach Health will not be liable for your losses caused by any unauthorized use of your User Account, you may be liable for the losses of World Reach Health or others due to such unauthorized use.
 - b. Unless expressly permitted in writing by an authorized World Reach Health representative, you may not sell, rent, lease, share or provide access to your User Account to anyone else, including, without limitation, charging anyone for access to administrative rights on your User Account. World Reach Health reserves all available legal rights and remedies to prevent unauthorized use of the Sites, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (“**ISP**”) regarding such unauthorized use.
 - c. **Third Party Accounts.** World Reach Health may permit you to register for and log on to the Sites via certain third party services. The third party’s collection, use and disclosure of your information will be subject to that third party service’s privacy policy, and not World Reach Health’s Privacy Policy.
5. **Use of Devices and Services.** Access to the Sites may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Sites.
6. **Use of the Sites by Minors and Blocked Persons.** The Sites are not available to persons under the age of 13. If you are between the ages of 13 and 18 (or between 13 and the age of legal majority in your jurisdiction of residence), you may only use

the Sites under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

- a. The Sites are also not available to any users previously removed from the Sites by World Reach Health. Finally, the Sites are not available to any persons barred from receiving them under the laws of the United States (such as its export and re-export restrictions and regulations) or applicable laws in any other jurisdiction.
 - b. **BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE SITES, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE, THAT YOUR PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS IF YOU ARE BETWEEN 13 AND THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM OR PROHIBITED FROM THE SITES.**
7. **Third Party Links; Third Party Content.** The Sites may link to and/or contain advertisements about non-World Reach Health owned or controlled Web sites or other Internet or mobile resources. You acknowledge and understand that World Reach Health does not endorse or sponsor such other third party Web sites or other Internet resources and **World Reach Health EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY AND LIABILITY FOR ANY CONTENT, SOFTWARE, FUNCTIONALITY, SERVICES OR ADVERTISED PRODUCTS OR SERVICES FOUND ON OR RELATED TO ANY SUCH THIRD PARTY WEB SITE OR OTHER INTERNET OR MOBILE RESOURCES.**
- a. **Third Party Content.** In addition to the User Content, World Reach Health may provide other third party content on the Sites (collectively the **“Third-Party Content”**). World Reach Health does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that we do not create Third Party Content, update, or monitor it. Therefore we are not responsible for any Third Party Content on the Sites.
 - i. You are responsible for deciding if you want to access or use third party websites or applications that link from the Sites (**“Reference Sites”**). World Reach Health does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites, and makes no representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Sites are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and

services on or available through Reference Sites is solely at your own risk

8. **User Content.** World Reach Health allows users to distribute streaming live and pre-recorded audio-visual works, to use services, such as chat, bulletin boards, forum postings, wiki contributions, voice interactive services and to participate in other activities in which you may create, post, transmit, perform or store content, messages, text, sound, images, applications, code or other data or materials on the Sites (the “**User Content**”).

a. Licenses to World Reach Health.

- i. Unless otherwise agreed to in a written agreement between you and World Reach Health that was signed by an authorized representative of World Reach Health, if you submit, transmit, display, perform, post or store User Content using the Sites, you grant World Reach Health and its sublicensees, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licenseable, nonexclusive, and royalty-free right to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (including without limitation for promoting and redistributing part or all of the Sites (and derivative works thereof)) in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that World Reach Health and its sub-licensees are allowed to use them to the extent indicated in these Terms;
- ii. With respect to User Content known as “add-ons”, “maps”, “mods”, or other types of projects submitted through World Reach Health related sites (“**Submitted Projects**”), the rights granted by you hereunder terminate once you remove or delete such Submitted Projects from the Sites. You also acknowledge that World Reach Health may retain, but not display, distribute, or perform, server copies of Submitted Projects that have been removed or deleted;
- iii. With respect to streaming live and pre-recorded audio-visual works, the rights granted by you hereunder terminate once you delete such User Content from the Sites, or generally by closing your account, except:

1. to the extent you shared it with others as part of the Sites and others copied or stored portions of the User Content (e.g., made a Clip);
2. World Reach Health used it for promotional purposes; and
3. or the reasonable time it takes to remove from backup and other systems.

b. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing it. You represent, and warrant that:

- i. you are the creator and owner of the User Content or otherwise have sufficient rights and authority to grant the rights granted herein;
- ii. your User Content does not and will not (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) defame any other person;
- iii. your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and
- iv. unless you have received prior written authorization, your User Content specifically does not contain any pre-release or non-public beta software or game content or any confidential information of World Reach Health or third parties.

World Reach Health reserves all rights and remedies against any users who breach these representations and warranties.

c. **Content is Uploaded at Your Own Risk.** World Reach Health uses reasonable security measures in order to attempt to protect User Content against unauthorized copying and distribution. However, World Reach Health does not guarantee that any unauthorized copying, use or distribution of User Content by third parties will not take place. To the furthest extent permitted by applicable law, you hereby agree that World Reach Health shall not be liable for any unauthorized copying, use or distribution of User Content by third parties and release and forever waive any claims you may have against World Reach Health for any such unauthorized copying or usage of the User Content, under any theory. **THE SECURITY MEASURES TO PROTECT USER CONTENT USED BY World Reach Health HEREIN ARE PROVIDED AND USED "AS-IS" AND WITH NO WARRANTIES,**

GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

- d. **Promotions.** Users may promote, administer, or conduct a promotion (a contest or sweepstakes) on, through or utilizing the Sites (a “ **Promotion** ”). If you choose to promote, administer or conduct a Promotion, you must adhere to the following rules:
- i. You may carry out Promotions to the extent permitted by applicable law and you are solely responsible for ensuring that any Promotions comply with any and all applicable laws, obligations, and restrictions.
 - ii. You will be classified as the promoter of your Promotion in the applicable jurisdiction(s) and you will be solely responsible for all aspects of and expenses related to your Promotion, including, without limitation, the execution, administration, and operation of the Promotion; drafting and posting any official rules; selecting winners; issuing prizes; and obtaining all necessary third-party permissions and approvals, including, without limitation, filing any and all necessary registrations and bonds. World Reach Health has the right to remove your Promotion from the Sites if World Reach Health reasonably believes that your Promotion does not comply with the Terms or applicable law.
 - iii. World Reach Health is not responsible for and does not endorse or support any such Promotions. You may not indicate that World Reach Health is a sponsor or co-sponsor of the Promotion.
 - iv. You will display or read out the following when a Promotion is connection with your Promotion: “This is a promotion by [Your Name]. World Reach Health does not sponsor or endorse [Your Name]’s promotion and is not responsible for this promotion”.
- e. **Endorsements / Testimonials.** You agree that your User Content will comply with the FTC’s [Guidelines Concerning the Use of Testimonials and Endorsements in Advertising](#), the FTC’s [.com Disclosures Guide](#) , the FTC’s [Native Advertising Guidelines](#), and any other guidelines issued by the FTC from time to time (“**FTC Guidelines**”), as well as any other advertising guidelines required under applicable law. For example, if you have been paid or provided with free products in exchange for discussing or promoting a product or service through the Sites, or if you are an employee of a company and you decide to discuss or promote that company’s products or services through the Sites, you agree to comply with the FTC Guidelines’ requirements

for disclosing such relationships. You, and not World Reach Health, are solely responsible for any endorsements or testimonials you make regarding any product or service through the Sites.

- f. **Licenses Granted to You.** Subject to these Terms (including, without limitation, the YOUR RESPONSIBILITIES section set forth below), we hereby grant you, if and only to the extent the necessary functionality is provided to you on or through the Site, the following limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide, royalty-free rights and licenses (each a "**License**"):
- i. the License to access, view and otherwise use the Site (including, without limitation any Site Services provided on or through the Site) for your personal (non-commercial), lawful use only, as intended through the customary and authorized functionality of the Site;
 - ii. the License to stream Site content using any of the widgets and/or other digital streaming Internet video players, if any, provided on the Site (any such widget or other digital streaming Internet video player referred to as a "**Site Widget**") for your personal, lawful use only;
 - iii. the License to cut and paste certain code expressly made available to you through the Site (whether such functionality is designated as "sharing" functionality or not) in order to embed, re-publish, maintain, and/or display the specific Site content to which such code relates on your own personal, customized social networking Web page(s), Web blog(s), or microblog(s) (collectively, your "**Personal Social Media**"), and/or, if the Site provides "widget grabbing and embedding" functionality, to "grab" a Site Widget and embed, re-publish, maintain, and/or display such Site Widget on your Personal Social Media;
 - iv. the License to cut and paste certain code expressly made available to you through the Site, and/or if the Site provides "widget grabbing and embedding" functionality, to "grab" a Site Widget, to forward, as applicable, such code and/or Site Widget to your friends, so that they can view the Site content contained therein, and/or if, they so desire, so that they themselves may embed the forwarded piece of code or Site Widget on their own Personal Social Media or re-forward it to their own friends;
 - v. if the Site includes a "Send to Friend" or similar tool that allows you to initiate and send to one of your friends an email communication that includes Site content, and the tool is operational, the License to use the tool to request that the Site's servers convey your message to your friend;

- vi. if the Site includes a "Download" link next to a piece of Site content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), the License to download a single copy of such content to a single computer, mobile or other permitted device for your personal, non-commercial use only;
- vii. if the Site enables you to download Software, the License to install and use one copy of the Software on your personal computer system, mobile or other permitted device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, World Reach Health does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be World Reach Health and/or its third party Software licensor) will retain full and complete title to such Software; (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software without the prior written consent of World Reach Health; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law; and (v) because the laws and regulations of the USA restrict the export and re-export of commodities and technical data of USA origin, including the Software, you will not export or re-export the Software in any form in violation of the laws of the USA or any foreign jurisdiction, and in addition, you represent and warrant that you are not a national or resident of any country to which the USA has embargoed goods, or on the USA Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial and Prohibition Orders;
- viii. the License to obtain a registered personal account (and/or related username and password) on the Site and interact with other Site users as part of Site-based chat rooms, message boards, social media networks, online multiplayer games and/or other activities or similar Services offered on the Site; and
- ix. the License to use any other functionality expressly provided by World Reach Health on or through the Site for use by users, subject to

these Terms (including, without limitation, functionality to create and/or Submit User Submissions).

9. Prohibited Conduct. YOU AGREE NOT TO violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while on the Sites.

a. You agree that you will comply with these Terms and will not:

- i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;
- ii. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Sites accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Sites, or perform any other similar fraudulent activity;
- iii. make unsolicited offers, advertisements, proposals, or send junk mail or spam to users of the Sites, including, without limitation, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests), and other similar activities;
- iv. harvest or collect the email addresses or other contact information of other users from the Sites;
- v. defame, harass, abuse, threaten or defraud users of the Sites, or collect, or attempt to collect, personal information about users or third parties without their consent;
- vi. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Sites or User Content, features that prevent or restrict use or copying of any content accessible through the Sites, features that enforce limitations on the use of the Sites or User Content, or delete the copyright or other proprietary rights notices on the Sites or User Content;
- vii. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Sites or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence;

- viii. modify, adapt, translate or create derivative works based upon the Sites or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- ix. interfere with or damage operation of the Sites or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- x. relay email from a third party's mail servers without the permission of that third party;
- xi. access any website, server, software application, or other computer resource owned, used and/or licensed by World Reach Health, including but not limited to the Sites, by means of any robot, spider, scraper, crawler or other automated means for any purpose, or bypass any measures World Reach Health may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used and/or licensed World Reach Health, including but not limited to the Sites;
- xii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Sites;
- xiii. interfere with or disrupt the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites; use the Sites in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites, or that could damage, disable, overburden or impair the functioning of the Sites in any manner;
- xiv. use or attempt to use another user's account without authorization from that user and World Reach Health;
- xv. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Sites that you are not authorized to access;
- xvi. attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and

- xvii. use the Sites for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.
- b.** World Reach Health reserves all rights not expressly granted in these Terms. This license is subject to these Terms and does not permit you to engage in any of the following:
- i.** resale or commercial use of the Sites or the Materials;
 - ii.** distribution, public performance or public display of any Materials;
 - iii.** modifying or otherwise making any derivative uses of the Sites or the Materials, or any portion of them;
 - iv.** use of any data mining, robots or similar data gathering or extraction methods;
 - v.** downloading (except page caching) of any portion of the Sites, the Materials, or any information contained in them, except as expressly permitted on the Sites; or
 - vi.** any use of the Sites or the Materials except for their intended purposes.

Any use of the Sites or the Materials except as specifically authorized in these Terms, without the prior written permission of World Reach Health, is strictly prohibited and may violate intellectual property rights or other laws. Unless explicitly stated in these Terms, nothing in them shall be interpreted as conferring any license to intellectual property rights, whether by estoppel, implication or other legal principles. World Reach Health can terminate this license at any time, without notice, including where we reasonably consider that: (a) your use of the Sites violates these Terms or applicable law; (b) you fraudulently use or misuse the Sites; or (c) we are unable to continue providing the Sites to you due to technical or legitimate business reasons

10. Idea Submission. By submitting ideas, suggestions, documents, and/or proposals (“**Submissions**”) to World Reach Health or its employees, you acknowledge and agree that World Reach Health shall be entitled to use or disclose such Submissions for any purpose in any way without providing compensation or credit to you. Any material created, composed, submitted, added or interpolated by you will be wholly original with you and will not, to the best of your knowledge, infringe upon or violate the copyright, literary, dramatic or photoplay rights, the right of privacy or publicity of, nor constitute a libel or slander against, nor violate any common law rights or any other rights of any person, firm or corporation.

11. License. The Sites are owned and operated by World Reach Health. Unless otherwise indicated, all content, information, and other materials on the Sites (excluding User Content, set out in Section 8), including, without limitation, World Reach Health's trademarks and logos, the visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files and the selection and arrangement thereof (collectively, the "**Materials**") are protected by relevant intellectual property and proprietary rights and laws. All Materials contained on the Sites are the property of World Reach Health or its subsidiaries or affiliated companies and/or third-party licensors. Unless otherwise expressly stated in writing by World Reach Health, by agreeing to these Terms you are granted a limited, non-sublicensable license (i.e. a personal and limited right) to access and use the Sites for your personal use or internal business use only.

a. World Reach Health reserves all rights not expressly granted in these Terms. This license is subject to these Terms and does not permit you to engage in any of the following:

- i. resale or commercial use of the Sites or the Materials;
- ii. distribution, public performance or public display of any Materials;
- iii. modifying or otherwise making any derivative uses of the Sites or the Materials, or any portion of them;
- iv. use of any data mining, robots or similar data gathering or extraction methods;
- v. downloading (except page caching) of any portion of the Sites, the Materials, or any information contained in them, except as expressly permitted on the Sites; or
- vi. any use of the Sites or the Materials except for their intended purposes. Any use of the Sites or the Materials except as specifically authorized in these Terms, without the prior written permission of World Reach Health, is strictly prohibited and may violate intellectual property rights or other laws. Unless explicitly stated in these Terms, nothing in them shall be interpreted as conferring any license to intellectual property rights, whether by estoppel, implication or other legal principles.

b. World Reach Health can terminate this license at any time, without notice, including where we reasonably consider that:

- i. your use of the Sites violates these Terms or applicable law;

- ii. you fraudulently use or misuse the Sites; or
 - iii. we are unable to continue providing the Sites to you due to technical or legitimate business reasons.
- c. **Name/Voice/Likeness.** You hereby grant to World Reach Health the non-exclusive right to use Your username and/or personal name, Your likeness and/or caricature, Your speaking voice and/or Your biography in connection with the production, exhibition, advertising and other exploitation of the Sites. World Reach Health may make or cause to be made (i) likenesses, portraits, pictures, sketches and caricatures of You, and to use and permit to be used, at the World Reach Health's sole discretion, such likenesses, portraits, pictures, sketches and caricatures of You as well as Your recorded voice, name, pseudonyms, biography and endorsement in all forms of media for the purpose of publicizing, promoting and advertising the Sites and/or programs broadcasted by World Reach Health, and (ii) recordings, transcriptions, videotapes and films of any and all services performed by You hereunder, and to have such recordings, transcriptions, videotapes or film broadcast or telecast at any time during the use of the Sites or after the termination of these Terms over the facilities of any radio, television, internet or cable station or transmitted via satellite, video-dial tone or other distribution service throughout the universe. The sound element of any program may be deleted, modified or substituted in connection with the World Reach Health's full translation rights or otherwise in the use of any recording hereunder anywhere in the world. World Reach Health shall not have any rights to use Your personal name and/or likeness for any merchandising and/or commercial tie-ups without Your prior written consent
- d. **Featurette Rights.** World Reach Health contemplates filming and exploiting films and so-called "bonus material," including without limitation, "behind-the-scenes" or "making of" productions and/or writing "behind-the-scenes" or "making of" books (jointly and severally "**Featurette Rights**") about World Reach Health and/or the development and/or production/broadcast of the Sites. You hereby agree and consent to such filming. All such exploitation of said Featurette Rights, including, without limitation, use of any behind-the-scenes photography (or still), bloopers, outtakes and/or filmed interviews with You, will not require Your prior written approval, and You hereby agrees and consents to such filming, subject to the preceding sentence and provided that You timely determines approval or disapproval on a case-by-case basis, and hereby grants to World Reach Health the right to use Your user name and/or personal name, speaking voice and likeness in connection with such Featurette Rights in any and all media known and unknown as they relate to these Terms and/or the Sites, and by any means or device known or unknown, for no additional consideration, inasmuch as the

compensation payable to You under these Terms will be deemed to include compensation for all rights granted pursuant to this Section 11(d).

- e. The Site may enable you to send, post, upload, transmit through webcam or similar functionality or otherwise submit to the Site (including, without limitation, by allowing you to provide the URL of where a particular piece of your content resides), or otherwise display or exchange (including, without limitation, with other Site users) on or by means of the Site to other destinations, such as social networking pages (including, without limitation, to your Personal Social Media) (collectively, "**Submit**"), your videos, textual comments, photographs, images, or other creative works and/or other personal media content and your ideas, opinions, feedback, and other information, (collectively, your "User Submissions"), and such User Submissions will generally be available to all users of the Site or to others using the destinations (such as for example social networking pages) where you have submitted your User Submissions. By Submitting your User Submissions on or by means of the Site you expressly acknowledge and agree that you and only you will be responsible for the content of your User Submissions and for any consequences that may arise therefrom. Except as may otherwise be provided in any Special Rules, it is not World Reach Health's regular, established practice to monitor, control, or have knowledge of the User Submissions Submitted using the Site, but World Reach Health may do so in its sole discretion. When you Submit (or attempt to Submit) your User Submissions on or by means of the Site, you automatically grant to World Reach Health and its affiliates, an irrevocable, perpetual, worldwide, unconditional, unrestricted, fully-paid, royalty-free, transferable, fully sublicenseable to multiple tiers of sublicensees, non-exclusive right and license (the "**World Reach Health License**") to display, publicly perform, distribute (including, without limitation, through third-party Web sites, blogs, microblogs and other social networking media and Internet and mobile resources and applications), store, transcode, host, cache, maintain, broadcast, webcast, mobilecast, transmit, distribute, tag, track, reproduce, edit, modify, format, re-format, link to and from, translate, delete, create derivative works, combine with other content, categorize, and/or otherwise use, reuse and/or otherwise exploit your User Submissions (or any portions or derivative works thereof) and any names, likenesses, voices, images, digital recordings, performances, and other ideas, concepts, feedback and other materials included in your User Submissions, in any manner, medium or content delivery technology now known or hereinafter devised, for any purpose, as determined solely in World Reach Health's (or its authorized designees/licensees') sole discretion, without the requirement for any compensation to you or anyone else, or the need to require additional consent from you or anyone else, or the need to provide prior notification or any credit to you or anyone else. The World Reach Health License shall survive in perpetuity in accordance with its terms regardless of whether you stop using the Site or World Reach Health terminates your access to the Site.

- f. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO TRANSFER TO World Reach Health OR TO ANY OF ITS AFFILIATES ANY OWNERSHIP RIGHTS IN AND TO YOUR USER SUBMISSIONS, PROVIDED, HOWEVER, THAT World Reach Health AND/OR ITS AFFILIATES AND/OR ITS LICENSORS WILL RETAIN SOLE AND EXCLUSIVE OWNERSHIP OF ANY OF THE World Reach Health LICENSED ASSETS (IF ANY) INCLUDED IN YOUR USER SUBMISSIONS. EVEN THOUGH BY SUBMITTING YOUR USER SUBMISSIONS YOU ARE GRANTING TO World Reach Health THE BROAD RIGHTS AND LICENSES SET FORTH ABOVE, YOU ACKNOWLEDGE AND UNDERSTAND THAT NOTHING CONTAINED HEREIN SHALL OBLIGATE World Reach Health AND/OR ANY OF ITS AFFILIATES OR AUTHORIZED DESIGNEES TO HOST, DISTRIBUTE, DISPLAY OR OTHERWISE EXPLOIT ANY OF YOUR USER SUBMISSIONS OR EXERCISE ANY OTHER RIGHTS UNDER THE World Reach Health LICENSE.
- g. You acknowledge and agree that: (a) you have no expectation of confidentiality of any nature with respect to any of your User Submissions, and (b) World Reach Health and/or any of its affiliates may already have projects under consideration that are similar to your User Submissions or may independently develop projects that are similar to your User Submissions, or other User Submissions transmitted by other users of the Site may be similar or the same as your User Submissions. Because of the viral nature of social media, you should not submit any content or information to World Reach Health that you do not want to be viewed and "shared" or otherwise distributed by others. In connection with all of the User Submissions you Submit to the Site, and any other activities that you conduct on or by means of the Site, you represent, warrant and covenant that: (i) the User Submissions are original to you (in other words, that you own all rights in and to your User Submissions) or, alternatively, that you have acquired all necessary rights in your User Submissions to enable you to grant to World Reach Health the World Reach Health License; (ii) you have paid or satisfied and will pay or satisfy in full all license fees, clearance fees, royalties, and any other financial or third party obligations of any kind, if any, arising from any use or exploitation of your User Submissions, and World Reach Health will not be responsible for such obligations; (iii) your User Submissions do not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party; (iv) neither your User Submissions, nor any of the other activities that you undertake on the Site, are or will at any time be: defamatory or disparaging of any individual or entity, unlawful, pornographic, obscene, threatening, vulgar, indecent, profane, hateful, sexually explicit or sexually suggestive, intended to bully or harass or stalk, or resulting in bullying, harassing, or stalking, racially or ethnically or culturally offensive, or otherwise objectionable or encouraging of criminal conduct, or giving rise, or potentially giving rise, to civil or criminal liability, or linking to infringing or unauthorized content, or transmitting unsolicited advertising materials, or

intended to result in, or resulting in, any mental or physical distress or injury to any person, violative of any Applicable Laws or these Terms, or violative of any person's publicity or privacy rights; and (v) your User Submissions are not intended by you to benefit any commercial enterprise associated with you or any third party. You agree to keep all records necessary to establish that your User Submissions do not violate any of the foregoing representations and warranties and to make such records available to World Reach Health upon World Reach Health's request.

- h. World Reach Health is not responsible for any loss, theft or damage of any kind to any User Submissions.
- i. If you remove or delete any of your User Submissions from the Site, that User Submission will be removed from the Site within a reasonable period of time. Nonetheless, a User Submission that you remove may still be available to third parties who previously acquired the link to that User Submission and World Reach Health may maintain copies for archival purposes.
- j. World Reach Health reserves the right to display advertisements in connection with your User Submissions and to use your User Submissions to advertise and promote your User Submissions or the Site (in whole or in part) or any of World Reach Health's products or services. You acknowledge and agree that you have no right or interest in any of the revenue generated from such advertisements.
- k. These provisions shall remain in full force and effect in perpetuity notwithstanding any termination of your use of the Site.

12. Trademarks. World Reach Health, the World Reach Health logos, and any other product or service name, logo, or slogan used by World Reach Health, and the look and feel of the Sites, including all page headers, custom graphics, button icons and scripts, are trademarks or trade dress of World Reach Health, and may not be used in whole or in part in connection with any product or service that is not World Reach Health's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits World Reach Health, without our prior written permission. Any use of these trademarks must be in accordance with any guidelines that World Reach Health may provide you from time to time.

- a. All other trademarks referenced in the Sites are the property of their respective owners. Reference on the Sites to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us or any other affiliation.

13. Digital Millennium Copyright Act.

- a. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 - iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. You may direct copyright infringement notifications to our DMCA Agent at Jim Pesoli, email: jimworldreachhealth.com, fax: 847-463-0554. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to World Reach Health customer service through www.worldreachhealth.com. You acknowledge that if you fail to comply with all of the requirements of this Section 13(b), your DMCA notice may not be valid.
- c. **Counter-Notice.** If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:
 - i. Your physical or electronic signature;
 - ii. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;

- iii. A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- iv. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Chicago, Illinois, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, World Reach Health may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at World Reach Health's sole discretion.

14. User Account Termination Policy. World Reach Health will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer. World Reach Health reserves the right to decide whether Content violates these Terms for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. World Reach Health may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms.

- a. To the fullest extent permitted by applicable law, World Reach Health reserves the right, without notice and in our sole discretion, to terminate your license to use the Sites (including to post User Content), and to block or prevent your future access to and use of the Sites, including where we reasonably consider that: (a) your use of the Sites violates these Terms or applicable law; (b) you fraudulently use or misuse the Sites; or (c) we are unable to continue providing the Sites to you due to technical or legitimate business reasons. This includes the ability to terminate or to suspend your access to any purchased products or services, including any subscriptions, World Reach Health Prime or Turbo accounts. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with (i) the Sites, (ii) any term of these Terms, (iii) any policy or practice of World Reach Health in operating the Sites, or (iv) any content or information transmitted through the Sites, is to terminate your account and to discontinue use of any and all parts of the Sites.

15. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE SITES AND THE CONTENT AND MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY World Reach Health; (B) World Reach Health, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS (“World Reach Health PARTIES”) DISCLAIM ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITES, INCLUDING ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN; (C) World Reach Health DOES NOT REPRESENT OR WARRANT THAT CONTENT OR MATERIALS ON THE SITES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; (D) World Reach Health IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO TEXT OR PHOTOGRAPHY; AND (E) WHILE World Reach Health ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITES SAFE, World Reach Health CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITES OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM World Reach Health OR THROUGH THE SITES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 15, THE TERM “World Reach Health” INCLUDES World Reach Health’S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

- a. Neither World Reach Health nor any of its affiliates make any warranties or representations about the accuracy or completeness of content available on or through the Site or the content of any Web sites, Personal Social Media or other Internet or mobile resources linked to the Site and assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Site (or any parts thereof); (iii) any unauthorized access to or use of World Reach Health's secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Site; (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Site (or any parts thereof) by any third party; and/or (vi) for any loss or damage of any kind incurred as a result of the use of any User Submissions and/or other Site content posted, shared, forwarded, emailed, transmitted, or otherwise made available on or by means of the Site and/or otherwise through your or any other Site users' exercise of any rights under any of the Licenses granted by World Reach Health herein. World Reach Health reserves the right, in its sole and exclusive discretion, to change, modify, add, remove or disable access to any portion of the Site (including, without limitation any of the Site Services).

16. Limitation of Liability.

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL World Reach Health OR THE World Reach Health PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITES, THE CONTENT OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM World Reach Health, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO World Reach Health'S RECORDS, PROGRAMS OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF World Reach Health, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.
- b. **Reference Sites.** THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN World Reach Health AND RECEIVED THROUGH OR ADVERTISED ON THE SITES OR RECEIVED THROUGH ANY REFERENCE SITES.
- c. **Basis of the Bargain.** YOU ACKNOWLEDGE AND AGREE THAT World Reach Health HAS OFFERED THE SITES, USER CONTENT, MATERIALS AND OTHER CONTENT AND INFORMATION, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND World Reach Health, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND World Reach Health. World Reach Health WOULD NOT BE ABLE TO PROVIDE THE SITES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS

- 17. Exclusions and Limitations.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent World Reach Health may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of World Reach Health's liability shall be the minimum permitted under such applicable law.
- 18. Indemnification.** You agree to indemnify, defend, and hold harmless World Reach Health, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Sites, any User Content you post, store or otherwise transmit in or through the Sites, your violation of the rights of any third party, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. World Reach Health reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify World Reach Health, and you agree to cooperate with World Reach Health's defense of these claims. World Reach Health will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. The foregoing indemnity includes, without limitation, any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your Promotions or User Content.
- 19. Modifications to these Terms.** World Reach Health may amend any of the terms of these Terms by posting the terms. Your continued use of the Sites after the effective date of the revised Terms constitutes your acceptance of the terms.
- 20. Changes in Site Ownership.** You will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Site, of any information about you contained in the applicable World Reach Health database, to the extent World Reach Health assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or some of World Reach Health's assets, or in connection with a merger, acquisition or sale of all or some assets related to a particular Site, to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, your continued use of the Site signifies your agreement to be bound by the terms of use and privacy statement of the Site's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.
- 21. Requests for Information and How to Serve a Subpoena.** All requests for information or documents related to potential, anticipated or current legal proceedings, investigations or disputes, or for third party user information, from any World Reach Health Service must be made using the appropriate level of legal process, and must be properly served on World Reach Health via World Reach Health' registered agent.

- a. Please note that World Reach Health does not accept such requests for information or documents, or service of process, via e-mail or fax and will not respond to such requests. All requests must include the information you may have that will help us identify the relevant records (particularly, the World Reach Health Service at issue, e.g. www._____, and the username at issue, e.g. the World Reach Health username: _____), the specific information requested, and its relationship to your investigation. Please also note that limiting your request to the relevant records (e.g. a limited time period) will facilitate efficient processing of your request.
- b. The Sites are offered by World Reach Health, LLC, located at: 3501 W. Algonquin Road, Suite 135, Rolling Meadows, Illinois 60008 and email: supportworldreachhealth.com. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information

22. Disputes.

- a. **Injunctive Relief.** Notwithstanding anything to the contrary herein, you hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any World Reach Health or any World Reach Health affiliate-related motion picture, production or project, or the use, publication or dissemination of any advertising or promotion in connection with such motion picture, production or project. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site
- b. **Binding Arbitration.** THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE UNITED STATES OF AMERICA WITHOUT REGARD TO ANY CHOICE OF LAW OR CONFLICT OF LAWS PRINCIPLES, REGARDLESS OF WHERE YOU LIVE. ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, OR THE SITE, OR THE BREACH OF THESE TERMS AND/OR THE SCOPE OF THE PROVISIONS OF THIS ARBITRATION CLAUSE, SHALL BE SUBMITTED TO JAMS ("JAMS") FOR FINAL AND BINDING ARBITRATION UNDER ITS STREAMLINED ARBITRATION RULES, TO BE HELD IN COOK COUNTY, ILLINOIS, BEFORE A SINGLE ARBITRATOR WHO SHALL BE A RETIRED JUDGE, IN ACCORDANCE WITH ILLINOIS CODE OF CIVIL PROCEDURE. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES OR, IF THE PARTIES CANNOT AGREE, THEN BY STRIKING FROM A LIST OF ARBITRATORS SUPPLIED BY JAMS. THE ARBITRATION SHALL BE A CONFIDENTIAL PROCEEDING, CLOSED TO THE GENERAL PUBLIC. THE ARBITRATOR SHALL ISSUE A WRITTEN OPINION STATING THE ESSENTIAL FINDINGS AND

CONCLUSIONS UPON WHICH THE ARBITRATOR'S AWARD IS BASED. THE ARBITRATOR SHALL HAVE THE POWER TO ENTER TEMPORARY RESTRAINING ORDERS AND PRELIMINARY AND PERMANENT INJUNCTIONS. NEITHER PARTY SHALL BE ENTITLED OR PERMITTED TO COMMENCE OR MAINTAIN ANY ACTION IN A COURT OF LAW WITH RESPECT TO ANY MATTER IN DISPUTE UNTIL SUCH MATTER SHALL HAVE BEEN SUBMITTED TO ARBITRATION AS HEREIN PROVIDED AND THEN ONLY FOR THE ENFORCEMENT OF THE ARBITRATOR'S AWARD.

- c. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

23. Miscellaneous.

- a. **Entire Agreement.** The Terms, together with the Privacy Policy, are the entire agreement between you and World Reach Health relating to the subject matter herein and will not be modified except in writing, signed or otherwise agreed to by both parties, or by a change to these Terms made by World Reach Health.
- b. **Severability; Waiver.** If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The failure of World Reach Health to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.
- c. **You Have No Right to Contract.** You hereby acknowledge, understand and agree that you do not have the express written consent of World Reach Health to contract for the purchase or rental of any article or material, or make commitments and agreements whereby World Reach Health will be required to pay money or other consideration, or which will otherwise obligate World Reach Health, unless otherwise later agreed to in writing.
- d. **Captions and Headings.** The captions and section headings used in these Terms are for convenience of reference only, and shall not affect the construction or interpretation of these Terms or any of the provisions hereof.
- e. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by World Reach Health without restriction. Any assignment attempted to be made in

violation of this Terms shall be void.

- f. **Governing Law.** All questions concerning the construction, validity and interpretation of these Terms and the performance of the obligations imposed by these Terms shall be governed by the internal law, not the law of conflicts, of the State of Illinois.
- g. **Survival.** Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.