



## Vida Divina – UK Terms of Use

These Terms of Use are effective on November 1, 2017.

By accessing or using the Vida Divina<sup>®</sup> website located at [www.vidadivina.com/uk] (the "Site"), the Vida Divina<sup>®</sup> services or products, or any applications (including mobile applications) made available by Vida Divina<sup>®</sup> (together, the "Service"), however accessed, you agree to be bound by these terms of use ("Terms of Use"). The Service is owned or controlled by Vida Divina LLC. ("Vida Divina<sup>®</sup>") (Vida Divina Limited – UK). **These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of the terms and conditions included in these Terms of Use, do not access or use the Service.**

In order to participate in the interactive portions of the Service, you must first register with us through our on-line registration process, as described in Section 5 below. As part of the registration process you will be required to affirmatively accept these Terms of Use. There may be times when we offer a special promotion or features that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special promotion or feature will be provided at the time you elect to participate in or use the special promotion or feature and those terms will control with regard to that special promotion or feature to the extent there is a conflict with these Terms of Use.

***Notice Regarding Dispute Resolution: These Terms of Use contain provisions that govern how claims you and we may have against each other are resolved (see Section 2 below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with Section 2(e). Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.***

- 1. Updates to these Terms of Use.** We may modify these Terms of Use from time to time. We will notify you of material changes to these Terms of Use by posting the amended terms on the Service at least thirty (30) days before the effective date of the changes. If you do not agree with the proposed changes, you should discontinue your use of the Service prior to the time the new Terms of Use take effect. If you continue using the Service after the new terms take effect, you will be bound by the modified Terms of Use.
- 2. Legal Disputes and Arbitration Agreement**

**PLEASE READ THIS FOLLOWING CLAUSE CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.**

- a. Initial Dispute Resolution.** We are available by email at [compliance@vidadivina.com](mailto:compliance@vidadivina.com) to address any concerns you may have regarding your use of the Service. Most concerns may be quickly resolved in this manner. Each of you and Vida Divina<sup>®</sup> agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.



- b. **AGREEMENT TO BINDING ARBITRATION.** IF WE DO NOT REACH AN AGREED UPON SOLUTION WITHIN A PERIOD OF THIRTY (30) DAYS FROM THE TIME INFORMAL DISPUTE RESOLUTION IS PURSUED PURSUANT TO SECTION 2(A) ABOVE, THEN EITHER PARTY MAY INITIATE BINDING ARBITRATION. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OF USE (INCLUDING ITS FORMATION, PERFORMANCE AND BREACH), THE PARTIES' RELATIONSHIP WITH EACH OTHER AND/OR YOUR USE OF THE SERVICE SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED ON A CONFIDENTIAL BASIS BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THESE TERMS OF USE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR ANY PART OF THESE TERMS OF USE IS VOID OR VOIDABLE. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE INTERPRETATION AND ENFORCEMENT OF THESE TERMS OF USE SHALL BE SUBJECT TO THE FEDERAL ARBITRATION ACT.

THE PARTIES UNDERSTAND THAT, IN LIGHT OF THIS MANDATORY PROVISION, THEY ARE WAIVING THEIR RIGHTS TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

THE AAA'S RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.ADR.ORG OR BY CALLING THE AAA AT 1.800.778.7879. TO THE EXTENT THE FILING FEE FOR THE ARBITRATION EXCEEDS THE COST OF FILING A LAWSUIT, WE WILL PAY THE ADDITIONAL COST. IF WE ARE REQUIRED TO PAY THE ADDITIONAL COST OF THE FILING FEES, YOU SHOULD SUBMIT A REQUEST FOR PAYMENT OF FEES TO AAA ALONG WITH YOUR FORM FOR INITIATING THE ARBITRATION, AND WE WILL MAKE ARRANGEMENTS TO PAY ALL NECESSARY FEES DIRECTLY TO AAA. THE ARBITRATION RULES ALSO PERMIT YOU TO RECOVER ATTORNEY'S FEES IN CERTAIN CIRCUMSTANCES.

- c. **CLASS ACTION AND CLASS ARBITRATION WAIVER.** YOU AND VIDA DIVINA® EACH FURTHER AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN YOUR RESPECTIVE INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND YOU AND VIDA DIVINA® EACH EXPRESSLY WAIVE YOUR RESPECTIVE RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THIS PARAGRAPH IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH ABOVE IN SECTION 2(B) SHALL BE DEEMED NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE DISPUTES.



- d. **Exception - Small Claims Court Claims.** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- e. **30 Day Right to Opt Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 2(b), 2(c), and 2(d) by sending written notice of your decision to opt-out to the following email: [privacy@vidadivina.com](mailto:privacy@vidadivina.com). The notice must be sent within thirty (30) days of registering to use the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.
- f. **Exclusive Venue for Litigation.** To the extent that the arbitration provisions set forth in Section 2(b) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in San Bernardino County, California, (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in California for any litigation other than small claims court actions.
- g. **Applicable Law.** You agree that federal laws and the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms of Use and any claim or dispute that has arisen or may arise between you and Vida Divina®.

**Survival.** This Section 2 will survive the termination of any or all of your transactions with Vida Divina®.

- 3. **Privacy Policy.** In connection with your use of the Service, please review our Privacy Policy, located at <http://www.vidadivina.com/uk/Privacy/>, to understand how we use information we collect from you when you access, visit or use the Service. The Privacy Policy is part of and is governed by these Terms of Use and by agreeing to these Terms of Use, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.
- 4. **Affirmative Representations Regarding Your Use of the Service.** When you use the Service, you represent that: (a) you are an Vida Divina® Affiliate, associated with an Vida Divina® Affiliate or a customer of Vida Divina® or one of its Affiliates; (b) you are 18 years of age or older or you are of sufficient legal age or otherwise have legal capacity to legally enter into these Terms of Use; (c) you will comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Contributions (defined in Section 6 below), including but not limited to, copyright laws; and (d) if you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity.
- 5. **Affiliate Accounts and Registration**
  - a. **Affiliate Registration.** You can visit and browse the Site without becoming a registered Affiliate of the Service, but you will not be able to use the interactive portion of the Service unless you are a registered Affiliate of the Service. You can sign up to become a registered Affiliate of the Service by completing the registration process at [www.vidadivina.com/uk](http://www.vidadivina.com/uk). If you sign up to become a registered Affiliate of the Service, you agree: (i) to provide true, accurate, current and complete information about yourself as



prompted by the Service's registration form (the "Registration Data"); (ii) to maintain and promptly update the Registration Data to keep it true, accurate, current and complete; and (iii) that you will comply with the rules governing Contributions in Section 6 below. Vida Divina<sup>®</sup> prohibits the creation of, and you agree that you will not create an account for anyone, other than yourself.

- b. **Affiliate Accounts.** You will be required to create a user I.D. and password that will be associated with your Affiliate account. You may only create one user I.D. that will be associated with your Affiliate account. You may not: (i) select or use as a user I.D. a name of another person with the intent to impersonate that person; (ii) use as a user I.D. a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a user I.D. a name that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of, or to cancel, a user I.D., in our sole discretion. You will be responsible for maintaining the confidentiality of your user I.D. and password and you are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights without the express written permission of Vida Divina<sup>®</sup>. As part of your Affiliate account, you will be able to Download app(s), sign up as an Affiliate, and sign up as a customer.

## 6. Rules Governing User Contributions; Prohibited Activities.

- a. **User Contributions.** If you are an Affiliate of the Service and you are logged in to your Affiliate account, you may be able to submit comments and content to the Service (collectively, "Contributions"). You are entirely responsible for the content of, and any harm resulting from, any Contributions that you post on or through the Service. When you create or make available a Contribution on or through the Service, you represent and warrant that you:
- i. own or have sufficient rights to post your Contributions on or through the Service;
  - ii. the posting and use of your Contributions on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights;
  - iii. have fully complied with any third-party licenses relating to Contributions and shall pay all royalties, fees and any other monies required to be paid in connection with Contributions that you post on or through the Service;
  - iv. will not post Contributions that: (A) are defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; (B) incite, encourage or threaten immediate physical harm against another, including but not limited to, Contributions that promote racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (C) contain material that solicits personal information from anyone under the age of 13 or exploits anyone in a sexual or violent manner;
  - v. will not post Contributions that contain advertisements or solicit any person to buy or sell products or services; and



- vi. will not post Contributions that constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, designated to enable you or others to gather information about or monitor the on-line or other activities of another party.
- b. **Prohibited Activities.** In addition to the obligations described in Section 6(a), you agree that in connection with your use of the Service, you will not:
- i. change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Vida Divina®;
  - ii. use the Service for any unauthorized purpose including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, the Service without our express written consent;
  - iii. transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service, including without limitation, hacking into the Service, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications;
  - iv. impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;
  - v. post advertisements or solicitations for jobs or employment on the Service, or otherwise use the Service to hire any person to perform work, including, without limitation, posting advertisements;
  - vi. decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Service, or any portion thereof;
  - vii. circumvent, disable or otherwise interfere with security related features of the Service or features that prevent or restrict use or copying of any Materials (as defined in Section 8) or enforce limitations on use of the Service or the Materials on the Service;
  - viii. interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Vida Divina® page is rendered or displayed in a user's browser or device;
  - ix. create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper; or
  - x. attempt to restrict another user from using or enjoying the Service or encourage or facilitate violations of these Terms of Use or any other Vida Divina® terms.



## 7. Rights in Contributions

- a. **Ownership of Contributions.** We do not claim any ownership rights in the Contributions that you post on or through the Service. After posting your Contributions on the Service, you continue to retain any rights you may have in your Contributions, including any intellectual property rights or other proprietary rights associated with your Contributions, subject to the license you grant to us below.
- b. **Grant of License to Us for Contributions.** By making a Contribution to the Service, you grant us a perpetual, non-exclusive (meaning you are free to license your Contribution to anyone else in addition to us), fully-paid, royalty-free (meaning that we are not required to pay you to use your Contribution), sublicensable (so that we can use affiliates, subcontractors and other partners such as wireless carriers and hosted service providers to make the Service available to you) and worldwide (because the Internet is global in reach) license to use, modify, create derivative works of, publicly perform, publicly display, reproduce, disseminate, market and distribute the Contribution in connection with the Service, our business, or the promotion of the Service or our business in any media formats and through any media channels now known or subsequently created. By granting us this license to your Contributions, you are giving us permission to modify, edit, revise and rearrange in our discretion any personal stories that you may submit to us through the Service. Except as otherwise described in the Service's Privacy Policy, available at <http://www.vidadivina.com/uk/Privacy/>, as between you and Vida Divina<sup>®</sup>, none of your Contributions will be subject to any obligation of confidence on the part of Vida Divina<sup>®</sup>, and Vida Divina<sup>®</sup> will not be liable for any use or disclosure of any Contributions you provide.

8. **Our Intellectual Property Rights.** Except for your Contributions and the Contributions of other users of the Service, all of the content on the Service ("Materials") and the trademarks, service marks, and logos contained on the Service, are owned by or licensed to us and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Service and the Materials are for your information and personal use only and not for commercial exploitation and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Materials. We reserve all rights in and to the Service and the Materials. If you download or print a copy of the Materials for your own personal use, you must retain all trademark, copyright and other proprietary notices contained in and on the Materials.

## 9. Our Management of the Service; User Misconduct

- a. **Our Right to Manage the Service.** We reserve the right, but do not undertake the obligation to: (i) monitor or review the Service for violations of these Terms of Use and for compliance with our policies; (ii) report to law enforcement authorities and/or take legal action against anyone who violates these Terms of Use; (iii) refuse, restrict access to or the availability of, or remove, delete, edit or disable (to the extent technologically feasible) any Contribution or any portion thereof; (iv) manage the Service in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Service; (v) screen our users or Affiliates, or attempt to verify the statements of our users or Affiliates and/or (vi) monitor disputes between you and other users or to terminate or block you and other users for violating these Terms of Use.
- b. **Interactions with other Users.** You are solely responsible for your interactions with other users of the Service. Please note that there are risks that may arise when dealing with strangers, including persons



who may be acting under false pretenses. Please choose carefully the information you post on the Service and that you give to other users of the Service. You are discouraged from publicly posting your telephone number or street address on the Service. Information posted to the Service by other users of the Service may be offensive, harmful or inaccurate, and in some cases, may be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through the Service. Opinions and other statements included in users' Contributions do not represent the opinions or statements of Vida Divina® and the posting of a Contribution on the Service does not constitute Vida Divina's support or endorsement of any opinions or statements expressed in the applicable Contribution.

- c. ***Our Right to Terminate Users.*** WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF USE, OR OF ANY APPLICABLE LAW OR REGULATION.

- 10. Third Party Sites.** The Service may contain links to websites operated by third parties ("Third Party Sites"). For example, you can access our Facebook, Twitter and YouTube pages through links on the Service, and you may be able to share Contributions or other information with Third Party Sites through links on the Service; however, we do not own or operate the Third-Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third Party Sites. The availability of these links on the Service does not represent, warrant or imply that we endorse any Third-Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third-Party Sites may also be protected by copyright and other intellectual property laws. **THESE TERMS OF USE DO NOT APPLY TO THIRD PARTY SITES. BEFORE VISITING A THIRD-PARTY SITE THROUGH LINKS OR OTHER MEANS PROVIDED ON OR THROUGH THE SERVICE, YOU SHOULD REVIEW THE THIRD-PARTY SITE'S TERMS AND CONDITIONS AND PRIVACY POLICY, AND INFORM YOURSELF OF THE REGULATIONS, POLICIES AND PRACTICES OF THESE THIRD PARTY SITES.**

- 11. Availability of the Service; Backup of Contributions.** You will be solely responsible for (a) obtaining all equipment necessary for your own Internet connection, including computer and modem, or smart phone; (b) obtaining access to the Internet, and (c) paying any fees related with such connection. Although it is Vida Divina's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, Vida Divina® reserves the right to remove any Contributions from the Service for any reason, without prior notice. Contributions removed from the Service may continue to be stored by Vida Divina®, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, Vida Divina® encourages you to maintain your own backup of your Contributions. In other words, Vida Divina® is not a backup service and you agree that you will not rely on the Service for the purposes of Contribution backup or storage. Vida Divina® will not be liable to you for any modification, suspension, or discontinuation of the Service, or the loss of any Contribution. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Contribution or other information may not be secure.



## 12. Warranty Disclaimer; Limitation on Liability

### a. *Disclaimer of Warranties*

- i. TO THE EXTENT PERMITTED BY LAW, THE SERVICE, INCLUDING, WITHOUT LIMITATION, ALL MATERIALS, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER VIDA DIVINA<sup>®</sup> NOR ITS AFFILIATES OR SUBSIDIARIES NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "VIDA DIVINA<sup>®</sup> PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE MATERIALS; (C) USER CONTRIBUTIONS; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO VIDA DIVINA<sup>®</sup> OR VIA THE SERVICE. IN ADDITION, THE VIDA DIVINA<sup>®</sup> PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.
- ii. TO THE EXTENT PERMITTED BY LAW, THE VIDA DIVINA<sup>®</sup> PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE VIDA DIVINA<sup>®</sup> PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE VIDA DIVINA PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE VIDA DIVINA<sup>®</sup> PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES.
- iii. PRODUCT SPECIFICATIONS AND OTHER INFORMATION HAVE EITHER BEEN PROVIDED BY VIDA DIVINA<sup>®</sup> VENDORS OR COLLECTED FROM PUBLICLY AVAILABLE SOURCES. WHILE VIDA DIVINA<sup>®</sup> MAKES EVERY EFFORT TO ENSURE THAT THE INFORMATION IN THE SERVICE IS ACCURATE, IT CAN MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED IN THE SERVICE. VIDA DIVINA<sup>®</sup> MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH REGARD TO ANY PRODUCT PROVIDED OR OFFERED BY VIDA DIVINA<sup>®</sup> THROUGH ITS VENDORS, AND YOU ACKNOWLEDGE THAT ANY RELIANCE ON REPRESENTATIONS AND WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE SHALL BE AT YOUR OWN RISK.

### b. *Limitation of Liability*

- i. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL THE VIDA DIVINA<sup>®</sup> PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE MATERIALS; (C) USER CONTRIBUTIONS; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN





CONNECTION WITH AN INVESTIGATION BY THE VIDA DIVINA<sup>®</sup> PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE VIDA DIVINA<sup>®</sup> PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE VIDA DIVINA<sup>®</sup> PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. IN NO EVENT WILL THE VIDA DIVINA<sup>®</sup> PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00). FOR NEW JERSEY RESIDENTS, THE LIMITATION ON LIABILITY IS INAPPLICABLE WHERE ATTORNEYS' FEES, COURT COSTS, OR OTHER DAMAGES ARE MANDATED BY STATUTE.

- ii. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF VIDA DIVINA'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE VIDA DIVINA<sup>®</sup> PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE VIDA DIVINA<sup>®</sup> PARTIES.
- iii. BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED.

- 13. Indemnification.** To the extent permitted by law, you (and also any third party for whom you operate an account or activity on the Service) agree to defend (at Vida Divina's request), indemnify and hold the Vida Divina<sup>®</sup> Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Contributions when used by Vida Divina<sup>®</sup> as permitted hereunder; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will



cooperate as fully required by Vida Divina® in the defense of any claim. Vida Divina® reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Vida Divina®. You (and also any third party for whom you operate an account or activity on the Service) will not be required to indemnify and hold the Vida Divina® Parties harmless from and against any claims, liabilities, damages, losses, or expenses resulting from Vida Divina's own negligent conduct.

- 14. Severability; Waiver.** If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Vida Divina's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.
- 15. Entire Agreement.** These Terms of Use constitute the entire agreement between you and Vida Divina® and governs your use of the Service, superseding any prior agreements between you and Vida Divina®.
- 16. Assignment.** You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Vida Divina®. Any purported assignment or delegation by you without the appropriate prior written consent of Vida Divina® will be null and void. Vida Divina® may assign these Terms of Use or any rights hereunder without your consent.
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- 18. Third Party Rights.** These Terms of Use do not confer any third-party beneficiary rights.
- 19. Contact Information.** If you have any questions about these Terms of Use or your account, you may contact us at:

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