

Terms of Use and [Privacy Policy](#)

HEALTH HABIT

TERMS OF USE

We may provide a translated version of this Agreement, the Privacy Policy or any other operating rules, policies and procedures regarding the Services, in other languages for your convenience. Please note that the English language version of these documents is the version that governs your use of the Services and in the event of any conflict between the English language version and a translated version, the English language version will control.

AGREEMENT

These Terms of Use (the “Agreement”) constitute a legally binding agreement by and between HEALTH HABIT DBA HEALTHHABIT.NET and you (“You” or “Your”) concerning Your use of HEALTHHABIT.NET website located at <http://www.healthhabit.net> and any subdomain thereof (the “Website”) and mobile phone applications (the “Applications”) and the services available through the Website and Applications (the “Services”). By using the Services, You represent and warrant that You have read and understand, and agree to be bound by, this Agreement and HEALTH HABIT’S Privacy Policy, which is incorporated herein by reference and made part of this Agreement. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THE SERVICES.

PRIVACY POLICY

By using the Services, You consent to the collection and use of certain information about You, as specified in the Privacy Policy. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used. Go here to view the [Privacy Policy](#).

CHANGES TO AGREEMENT

HEALTH HABIT RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME UPON NOTICE TO YOU, TO BE GIVEN BY: (I) THE POSTING OF A NEW VERSION; AND/OR (II) A CHANGE NOTICE ON THE WEBSITE OR APPLICATION. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT PERIODICALLY. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the Services following the date in which the modified or amended Agreement is posted.

ELIGIBILITY

BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. This Agreement is void where prohibited.

LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, HEALTH HABIT grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services through the Website or by downloading and installing our Applications. THE SERVICES ARE FOR YOUR PERSONAL AND NON-COMMERCIAL USE. The Services, including the Website and the Applications, or any portion thereof, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, visited, or otherwise exploited for any commercial purpose without the express written consent of HEALTH HABIT. Except as expressly set forth herein, this Agreement grants You no rights in or to the intellectual property of HEALTH HABIT or any other party. The license granted in this section is conditioned on

Your compliance with the terms and conditions of this Agreement. In the event that You breach any provision of this Agreement, Your rights under this section will immediately terminate.

When accessing the Services through the Applications that were downloaded from an app store or app distribution platform, such as the Apple App Store or Google Play, (the “App Provider”), You acknowledge and agree that: (a) this Agreement is concluded between us, and not with the App Provider, and that we are solely responsible for the Applications (not the App Provider); (b) the App Provider has no obligation to furnish any maintenance and support services with respect to the Applications; (c) in the event of any failure of the Applications to conform to any applicable warranty, (i) you may notify the App Provider and the App Provider will refund the purchase price for the Applications to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the Applications, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility; (d) the App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the Applications or your possession and use of the Applications, including, but not limited to: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; (e) in the event of any third party claim that the Applications or your possession and use of that Applications infringes that third party’s intellectual property rights, we will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement; (f) the App Provider, and its subsidiaries, are third party

beneficiaries of this Agreement as it relates to your license of the Applications, and that, upon your acceptance of the terms and conditions of this Agreement, the App Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the Applications against you as a third party beneficiary thereof; and (g) you must also comply with all applicable third party terms of service when using the Applications.

THE SERVICE DOES NOT PROVIDE PROFESSIONAL MEDICAL SERVICES OR ADVICE; NO DOCTOR-PATIENT RELATIONSHIP

HEALTH HABIT provides the Services for informational purposes only. THE SERVICES DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. HEALTH HABIT are not medical professionals, and do not provide medical services or render medical advice. The Services are not a substitute for the advice of a medical professional, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. If you require medical advice or services, You should consult a medical professional. YOUR USE OF THE SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND THE HEALTHY NAVE.

YOU HEREBY AGREE THAT, BEFORE USING THE SERVICES, YOU SHALL CONSULT YOUR PHYSICIAN, PARTICULARLY IF YOU ARE AT RISK FOR PROBLEMS RESULTING FROM EXERCISE OR CHANGES IN YOUR DIET.

RISK ASSUMPTION

YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING HEALTHHABIT.NET WEBSITE, APPLICATIONS AND SERVICES. YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY HEALTH HABIT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, ACTIONS OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES.

USER INFORMATION; PASSWORD PROTECTION

In connection with Your use of certain Services, You are required to complete a registration form. You represent and warrant that all user information You provide on the registration form or otherwise in connection with Your use of the Services will be current, complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy by visiting your personal profile. For additional information, see the section concerning “User Ability to Access, Update, and Correct Personal Information” in HEALTH HABIT’S Privacy Policy.

You will also be asked to provide a user name and password in connection with Your use of certain of the Services. You are entirely responsible for maintaining the confidentiality of Your password. You may not use the account, user name, or password of any other Member at any time. You agree to notify HEALTH HABIT immediately of any unauthorized use of Your account, user name, or password. HEALTH HABIT shall not be liable for any

loss that You incur as a result of someone else using Your password, either with or without Your knowledge. You may be held liable for any losses incurred by HEALTH HABIT, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of Your account or password.

PREMIUM VERSIONS OF THE WEBSITES AND/OR APPLICATIONS

HEALTH HABIT may offer certain premium versions of the Websites, Applications or Services (the "Premium Services") in exchange for the payment of fees. The Premium Services provide you access to certain enhanced features and functionality (e.g., premium graphs and analysis, an ad-free browsing experience, etc.). By signing up for and using the Premium Services, you agree to pay any fees due for and incurred by you in your usage of the Premium Services.

When you sign up for the Premium Services, you must designate and provide information about your preferred payment method ("Payment Method"). You may switch to a different Payment Method or update your information by visiting the "Settings" page within the Websites and Applications.

You may elect to make payment for the Premium Services on a monthly or annual subscription basis. All fees due for the Premium Services are payable in advance. Fees due for the Premium Services will be billed automatically to the Payment Method at the start of the monthly or annual subscription period, as applicable, and will auto-renew until you elect to cancel your access to Premium Services. The subscription renewal fees will be the same as the initial charges unless you are otherwise notified in advance. You expressly authorize us to charge your Payment Method for the appropriate fees charged

for the Premium Services and for any other purchases you elect to make via HEALTH HABIT.

We will administer and apply payments you transmit for the Premium Services via the online billing mechanisms of any of our affiliated websites and third party providers in a timely and commercially reasonable manner.

We reserve the right to terminate your access to a Premium Service for any nonpayment of associated charges. If you want to discontinue a Premium Service, then you must cancel that Premium Service per applicable cancellation procedure set out here. The cancellation of a Premium Service will go into effect at the end of your current billing cycle, and you will have the same level of access to the Premium Service through the remainder of such billing cycle. For example, if you are billed on a monthly subscription basis and cancel during a given month, you will be charged for the entirety of that month and maintain access to the Premium Services through the end of that month. ALL PURCHASES OF PREMIUM SERVICES ARE FINAL, AND NO REFUND WILL BE GIVEN FOR UNUSED PORTIONS OF ANY PREMIUM SERVICES UPON TERMINATION OR CANCELATION.

We reserve the right to increase fees charged for the Premium Services or to institute new fees at any time upon reasonable notice posted in advance on the Websites and/or Applications. Your only remedy regarding the increase of fees or imposition of new fees in connection with the Premium Services is to cancel the Premium Services per the cancellation procedure set out above.

CONSENT TO RECEIVE EMAIL FROM HEALTH HABIT

In providing the Services, You may receive periodic email communications regarding the Services, new product offers and information regarding the Services, which are part of the Services and which You cannot opt out of

receiving. You may also receive periodic promotions and other offers or materials HEALTH HABIT believes might be of interest to You. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each newsletter; or (b) changing the email preferences in Your account.

CONSENT TO RECEIVE EMAIL COMMUNICATIONS FROM MEMBERS

By finding and connecting with Your friends and other members, You may receive electronic communications, including email and instant messages from other Website members, including your provider. You can manage the messages You receive from other members by changing the messaging preferences in Your account.

USER CONTENT

“User Content” is any content, materials or information (e.g., any text, information, photos, images, video, and other content and material, including nutritional information contributed to the Food Database) that You upload or post to, or transmit, display, perform or distribute by means of, the Services, whether in connection with Your use of Website, Application, or through the use of any Third Party Websites or Third Party Services or otherwise. You hereby grant HEALTH HABIT and its officers, directors, employees, agents, affiliates, representatives, service providers, partners, sublicensees, successors, and assigns (collectively, “HEALTH HABIT Parties”) a perpetual, fully paid-up, worldwide, sublicensable, irrevocable, assignable license to copy, distribute, publish, transmit, publicly display or perform, edit, modify, translate, reformat and otherwise use User Content in connection with the operation of the Services or any other similar services or related business, in any medium now existing or later devised, including without limitation in

advertising and publicity. You further agree that this license includes the right for the HEALTH HABIT Parties to publish, display or otherwise use and make available your User Content and possibly your name and/or any user name of yours in connection with their exercise of the license granted under this section. You agree to waive, and hereby waive, any claims arising from or relating to the exercise by HEALTH HABIT Parties of the rights granted under this section, including without limitation any claims relating to your rights of personal privacy and publicity. You will not be compensated for any exercise of the license granted under this section.

You hereby represent and warrant that You own all rights, title and interest in and to User Content or are otherwise authorized to grant the rights provided HEALTH HABIT Parties under this section. You represent and warrant that, when using the Website, Applications and Services, You will obey the law and respect the intellectual property rights of others. Your use of the Website and Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE WEBSITE, APPLICATIONS AND SERVICES. YOU BEAR THE SOLE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS.

HEALTH HABIT reserves the right to (i) remove, suspend, edit or modify any User Content in its sole discretion, including without limitation any User Content at any time, without notice to you and for any reason (including, but

not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content or if HEALTH HABIT is concerned that you may have violated these Terms of Use), or for no reason at all and (ii) to remove, suspend or block any User Content submissions. HEALTH HABIT also reserves the right to access, read, preserve, and disclose any information as HEALTH HABIT reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of HEALTH HABIT, its users and the public.

Copyrighted Materials; Copyright Notice

All content and other materials available through the Website and Services, including without limitation the HEALTH HABIT logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by HEALTH HABIT or are the property of the company's licensors and suppliers. Except as explicitly provided, neither Your use of the Services nor this Agreement grant You any right, title or interest in or to any such materials.

DISCLAIMERS; LIMITATION OF LIABILITY SPECIFIC TO USE OF HEALTH HABIT WEBSITE AND APP

NO WARRANTIES.

HEALTH HABIT, ON BEHALF OF ITSELF AND ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES. THE WEBSITE, APPLICATIONS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT

PERMITTED BY LAW, HEALTH HABIT, ON BEHALF OF ITSELF AND ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER HEALTH HABIT NOR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS WARRANTS THAT THE WEBSITE, APPLICATIONS OR THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE WEBSITE, APPLICATIONS OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

YOUR RESPONSIBILITY FOR LOSS OR DAMAGE; BACKUP OF DATA
YOU AGREE THAT YOUR USE OF THE WEBSITE, APPLICATIONS AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD HEALTH HABIT OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE WEBSITE, APPLICATIONS AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

IMPORTANTLY, YOU HEREBY ACKNOWLEDGE THAT A CATASTROPHIC SERVER FAILURE OR OTHER EVENT COULD RESULT IN THE LOSS OF ALL OF THE DATA RELATED TO YOUR ACCOUNT. YOU AGREE AND UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO BACKUP YOUR DATA TO YOUR PERSONAL COMPUTER OR EXTERNAL STORAGE DEVICE AND TO ENSURE SUCH BACKUPS ARE SECURE.

LIMITATION OF LIABILITY

THE LIABILITY OF HEALTH HABIT AND ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HEALTH HABIT OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO HEALTH HABIT OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, APPLICATIONS OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF HEALTH HABIT AND ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL BE \$50.00. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE HEALTHY NAVEL AND YOU. THE WEBSITE, APPLICATIONS AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

APPLICATION

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN YOU AND HEALTH HABIT OR BETWEEN YOU AND ANY OF HEALTH HABIT'S THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. HEALTH HABIT'S THIRD-PARTY SERVICE PROVIDERS LICENSORS AND SUPPLIERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that Your use of HEALTH HABIT Website, Applications and Services will be in accordance with this Agreement and any other policies and guidelines, and with any applicable laws or regulations.

INDEMNITY BY YOU

Without limiting any indemnification provision of this Agreement, You agree to defend, indemnify and hold harmless THE HEALTHY NAVEL and its officers,

directors, employees, agents, affiliates, representatives, sublicensees, successors, assigns, and Third-Party Service Providers (collectively, the “Indemnified Parties”) from and against any and all claims, actions, demands, causes of action and other proceedings (collectively, “Claims”), including but not limited to legal costs and fees, arising out of or relating to: (i) Your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) Your access to or use of the Website, Applications or Services; (iii) Your provision to THE HEALTHY NAVEL or any of the Indemnified Parties of information or other data; (iv) Your violation or alleged violation of any foreign or domestic, federal, state or local law or regulation; or (v) Your violation or alleged violation of any third party’s copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by You of any Claim as to which You are required to defend, indemnify or hold harmless the Indemnified Parties. You may not settle any Claim without the prior written consent of the concerned Indemnified Parties.

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement, including without limitation this Agreement’s interpretation, shall be treated as though this Agreement were executed and performed in Lake Worth, Florida and shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE SERVICES, OR THIS AGREEMENT MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN ABOVE. The language

in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

Requirement of Arbitration.

You agree that any dispute, of any nature whatsoever, between You and HEALTH HABIT arising out of or relating to this Agreement, shall be decided by neutral, binding arbitration before a representative of the American Arbitration Association (“AAA”) in Palm Beach County, Florida (unless You and HEALTH HABIT mutually agree to a different arbitrator), who shall render an award in accordance with the substantive laws of Florida and the AAA’s rules & procedures. A final judgment or award by the arbitrator may then be duly entered and recorded by the prevailing party in the appropriate court as final judgment. The arbitrator shall award costs (including, without limitation, the AAA fees and reasonable attorney’s fees) to the prevailing party.

Remedies in Aid of Arbitration; Equitable Relief.

This agreement to arbitrate will not preclude You or HEALTH HABIT from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or HEALTH HABIT from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING “EQUITABLE RELIEF” WILL BE THE FEDERAL AND STATE COURTS LOCATED IN PALM BEACH COUNTY, FLORIDA; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

TERMINATION

Termination; Survival

Either party may terminate this Agreement and its rights hereunder at any time, for any or no reason at all, by providing to the other party notice of its intention to do so in accordance with this Agreement. This Agreement shall automatically terminate in the event that You breach any of this Agreement's representations, warranties or covenants. Such termination shall be automatic, and shall not require any action by HEALTH HABIT. Upon termination, all rights, licenses and obligations created by this Agreement will terminate, except that Sections 1-4, 6-13, 16-30 will survive any termination of this Agreement.

Effect of Termination

Any termination of this Agreement automatically terminates all rights and licenses granted to You under this Agreement, including all rights to use the Website, Applications and Services. Subsequent to termination, HEALTH HABIT reserves the right to exercise whatever means it deems necessary to prevent Your unauthorized use of the Website,, Applications and Services, including without limitation technological barriers such as IP blocking and direct contact with Your Internet Service Provider.

Legal Action

If HEALTH HABIT, takes legal action against You in connection with any actual or suspected breach of this Agreement, either company will be entitled to recover from You as part of such legal action, and You agree to pay, THE HEALTHY NAVEL's reasonable costs and attorneys' fees incurred as a result of such legal action. Either company's parties will have no legal obligation or

other liability to You or to any third party arising out of or relating to any termination of this Agreement.

NOTICES

All notices required or permitted to be given under this Agreement must be in writing. HEALTH HABIT shall give any notice by email sent to the most recent email address, if any, provided by You to HEALTH HABIT. You agree that any notice received from HEALTH HABIT electronically satisfies any legal requirement that such notice be in writing. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH HEALTH HABIT IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY HEALTH HABIT OF AN EMAIL TO THAT ADDRESS.

This Agreement constitutes the entire agreement between HEALTH HABIT and You concerning Your use of the Services. This Agreement may only be modified by a written amendment signed by an authorized executive of HEALTH HABIT or by the unilateral amendment of this Agreement by HEALTH HABIT and by the posting by HEALTH HABIT of such amended version. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. HEALTH HABIT may assign or transfer this Agreement at any time, with or without notice to You. This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of HEALTH HABIT. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

You and HEALTH HABIT are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Except for the HEALTH HABIT Parties and the Indemnified Parties as and to the extent set forth in Sections 18, 21, 25 and 28(c), and HEALTH HABIT's licensors and suppliers as and to the extent expressly set forth in Section 23, there are no third-party beneficiaries to this Agreement. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third party rights by You would cause irreparable injury to HEALTH HABIT or its licensors and suppliers, and would therefore entitle HEALTH HABIT or its licensors or suppliers, as the case may be, to injunctive relief. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement.

HEALTH HABIT PRIVACY POLICY

HEALTH HABIT is committed to respecting the privacy rights of users of the Website and mobile phone applications (the "Applications"). HEALTH HABIT created this Privacy Policy to explain its information collection and use practices and the protection of Your information when You visit and use the Website and Applications. Any terms capitalized but not otherwise defined herein shall have the respective meanings set forth in the HEALTH HABIT Terms of Use.

BY USING THE WEBSITE AND/OR APPLICATIONS, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO THE TERMS OF, THIS PRIVACY POLICY. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THIS PRIVACY POLICY, YOU MAY NOT USE THE WEBSITE AND/OR APPLICATION.

INFORMATION COLLECTION PRACTICES

Traffic Data. HEALTH HABIT automatically gathers information of the sort that browsers automatically make available, including: (i) IP addresses; (ii) domain servers; (iii) types of computers accessing the Website; and (iv) types of Web browsers accessing the Website (collectively “Traffic Data”). Traffic Data is anonymous information that does not personally identify You.

Cookies. A “Cookie” is a string of information that a website stores on a user’s computer, and that the user’s browser provides to the website each time the user submits a query to the website. The purpose of a Cookie is to identify the user as a unique user of the Website. HEALTH HABIT uses Cookies to customize Your experience on the Website to Your interests, to ensure that You do not see the same advertisements or informational messages repeatedly, and to store Your password so You do not have to re-enter it each time You visit the Website. In addition, HEALTH HABIT may use Cookies, and other methods, to store and retrieve data from Your web browser. For additional information on HEALTH HABIT’s uses of Cookies, see the section concerning Information Use and Disclosure Practices/Traffic Data and Information Gathered Using Cookies, below.

IF YOU DO NOT WISH TO HAVE COOKIES PLACED ON YOUR COMPUTER, YOU SHOULD SET YOUR BROWSERS TO REFUSE COOKIES BEFORE ACCESSING THE WEBSITE, WITH THE UNDERSTANDING THAT CERTAIN OF THE SERVICES AND CERTAIN FEATURES OF THE WEBSITE MAY NOT FUNCTION PROPERLY WITHOUT THE AID OF COOKIES.

Web Beacons. “Web Beacons” (also known as clear gifs, pixel tags or web bugs) are tiny graphics with a unique identifier, similar in function to Cookies, and are used to track the online movements of web users or to access

Cookies. Unlike Cookies which are stored on the user's computer hard drive, Web Beacons are embedded invisibly on web pages (or in e-mail). Web Beacons may be used to deliver or communicate with Cookies, to count users who have visited certain pages and to understand usage patterns. For additional information on HEALTH HABIT's uses of Web Beacons, see the section concerning Information Use and Disclosure Practices/Traffic Data and Information Gathered Using Cookies & Web Beacons, below.

Mobile Device Data. When users download, install and use the Applications on their mobile phone or other wireless telecommunications device, HEALTH HABIT automatically gathers information, including without limitation, carrier providers, a unique device identifier, geo-location information (if allowed by the user), the types of mobile devices accessing the Application, and the types of operating systems accessing the Applications (collectively, "Mobile Device Data"). A unique device identifier is a string of alphanumeric characters (similar to a serial number) used to uniquely identify and distinguish each mobile phone or other wireless communications device. Location services can be enabled or disabled at anytime, through the mobile device settings. THE HEALTHY uses Mobile Device Data to understand usage patterns and to improve the Applications. For additional information on HEALTH HABIT's uses of Mobile Device Data, see the section concerning Information Use and Disclosure Practices/Traffic Data and Information Gathered Using Cookies, Web Beacons, and Mobile Device Data, below.

Ad Serving and Usage Analytics. THE HEALTHY NAVEL uses third-parties for advertising and usage analytics for the Website and Applications. These third-parties may place Cookies on Your machine, use Web Beacons, gather Personal Information (as defined below), Traffic Data and Mobile Device Data, and log data to collect traffic and activity data in order to deliver relevant

metrics, content, and advertising. We do not share your non-public Personal Information with these parties, but we may share anonymized or aggregated information with them to improve the relevancy of the ads you see at HEALTH HABIT. The collection of this information by third-parties is subject to such third-parties' privacy policies. For additional information, see the section concerning Third-Party Websites/Applications, below. With regards to advertising on the Website, to learn more about behavioral advertising practices or to opt-out of this type of advertising, visit <http://www.networkadvertising.org/choices>, <http://www.aboutads.info/choices>, and <http://opt.jumptap.com/optout/opt?jt>.

Personal Information. You will be asked to provide HEALTH HABIT certain information related to You ("Personal Information"). Personal Information includes, without limitation: (1) "Contact Data" (personally identifiable information about You, such as Your name and email address, as well as Your friends and contacts, if you enable access to Your contacts and address book information); and (2) "Demographic Data" (personal information about You (but doesn't specifically identify You), such as Your gender, birthday, zip code, country, height, weight, lifestyle and exercise frequency); and (3) "Fitness Data" (information about Your use of the Services (but doesn't specifically identify You), such as Your caloric intake, nutritional statistics, fitness activity, and weight loss/gain). The Personal Information you provide is used for such purposes as allowing you to set up a user account and profile, providing the Website and/or Applications and related services, monitoring and improving the content and usage of the Website and/or Applications, interacting with the Website and/or Applications and with your friends and other members, to find and connect with Your friends and other members (when instructed by You), customizing the advertising and content you see,

communicating with you about new features and other news, and any other purpose for which the information was collected. We may also draw upon this Personal Information in order to adapt the Website and/or Applications to your needs, to research the effectiveness of our Website and/or Applications, and to develop new tools for our members.

You are under no obligation to provide Personal Information, however, not providing this information may prevent You from using certain features of the Services.

Third Party Services. If you create an account using Your login/ID from a Third Party Service, like Facebook, HEALTH HABIT will use Your login/ID to access and collect the information that Your privacy settings on that Third Party Service permits HEALTH HABIT to access so that HEALTH HABIT can create Your account and connect You with Your friends.

Information You Make Public. Certain portions of the Website and Applications are open to any viewer, such as our community forums and Your personal profile. Any information You post in these locations may be available and accessible to other members of the Website. In addition, the Website contains features that permit You to upload, post, transmit, display, perform or distribute content, information or other data, including Your Personal Information. Any information that You choose to disclose by means of such features becomes public information. You should exercise caution when deciding to disclose Your Personal Information by means of such features, and You agree to assume all responsibility for doing so.

INFORMATION USE AND DISCLOSURE PRACTICES

Traffic Data and Information Gathered Using Cookies, Web Beacons & Mobile Device Data.

HEALTH HABIT analyzes Traffic Data and information gathered using Cookies, Web Beacons and Mobile Device Data to help HEALTH HABIT better understand who is using the Website and/or Applications and how they are using the Website and/or Applications. By identifying patterns and trends in usage, HEALTH HABIT is able to better design the Website and Applications to improve Your experience, and to serve You more relevant and interesting content and advertisements. From time to time, HEALTH HABIT may release Traffic Data and information gathered using Cookies, Web Beacons and Mobile Device Data in the aggregate, such as by publishing a report on trends in the usage of the Website. In addition, HEALTH HABIT may share Traffic Data and Mobile Device Data and information gathered using Cookies and Web Beacons with: (1) third-party analytics companies so that such third-parties may help HEALTH HABIT better understand who is using the Website and/or Applications and how they are using the Website and/or Applications; (2) advertisers and marketing partners so that such third-parties may provide You with advertisements tailored to Your interests; and (3) service providers so that we can personalize, provide and improve our Services to Your use and interests.

Personal Information

Contact Data. HEALTH HABIT uses Your Contact Data to send You information about HEALTH HABIT and HEALTH HABIT's products and services, and to contact You when necessary in connection with the Services. HEALTH HABIT uses Your Contact Data (when instructed by You) to connect You with Your friends and other members with whom You want to connect with, according to the preferences set in Your account.

Demographic Data. HEALTH HABIT uses Your Demographic Data to customize and tailor Your experience on the Website and/or Applications. As

with Traffic Data and Mobile Device Data and information gathered using Cookies and Web Beacons, from time to time HEALTH HABIT may release or share Demographic Data with third parties in anonymous form and/or in the aggregate, for industry analysis, research, demographic profiling and other similar purposes.

Fitness Data. HEALTH HABIT uses Your Fitness Data to provide, personalize and improve Your experience on the Website and/or Applications. As with Demographic Data and other data gathered through the Service, HEALTH HABIT may release or share Fitness Data with third parties in anonymous form and/or in the aggregate, for statistical analysis, research, demographic profiling and other similar purposes. In addition, HEALTH HABIT may share your Fitness Data along with some of Your Demographic Data, in anonymous form and in the aggregate, with other HEALTH HABIT users so that You and other users can compare their own personal fitness, health and wellness situation relative to the entire HEALTH HABIT community.

Other Disclosure Practices

Except as otherwise provided in this Privacy Policy, and when You otherwise give permission or under the following circumstances, HEALTH HABIT will not share Your Personal Information with third parties.

Disclosure in Connection with Services. HEALTH HABIT discloses Personal Information to those who help it provide services, including those who perform technical, administrative and data processing tasks such as hosting, billing, fulfillment, and data storage and security. Additionally, as a user of HEALTH HABIT, you will be directly enrolled by a provider, such as your doctor, coach, or other wellness provider, who will have access to all of the information you store in your account or which that provider stores in your account.

By Law or to Protect Rights. HEALTH HABIT discloses Personal Information when required to do so by law, or in response to a subpoena or court order, or when HEALTH HABIT believes in its sole discretion that disclosure is reasonably necessary to protect the property or rights of HEALTH HABIT, third-parties or the public at large.

Business Transfers; Bankruptcy. HEALTH HABIT reserves the right to transfer all Personal Information in its possession to a successor organization in the event of a merger, acquisition, or bankruptcy or other sale of all or a portion of HEALTH HABIT's assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred Personal Information will be subject to this Privacy Policy, or to a new privacy policy if You are given notice of that new privacy policy and an opportunity to affirmatively opt-out of it. Personal Information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by HEALTH HABIT's successor organization.

EMAIL COMMUNICATIONS FROM HEALTH HABIT

In providing the Services, You may receive periodic email communications from HEALTH HABIT regarding the Services, such as new product offers and other information regarding the Services, which are part of the Services and which You cannot opt out of receiving. You may also receive periodic promotions and other offers or materials HEALTH HABIT believes might be of interest to You. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each message; or (b) changing the messaging preferences in Your account.

EMAIL COMMUNICATIONS FROM MEMBERS

By finding and connecting with Your Provider, Your friends and other members, You may receive electronic communications, including email and personal messages from other HEALTH HABIT members. You can manage the messages You receive from other members by changing the messaging preferences in Your account.

SECURITY OF PERSONAL INFORMATION

HEALTH HABIT has implemented and maintains reasonable security procedures and practices designed to protect against the unauthorized access, use, modification, destruction or disclosure of Your Personal Information, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. In the event that Your Personal Information is compromised as a result of a breach of security, HEALTH HABIT will promptly notify You if Your Personal Information has been compromised as required by applicable law.

USER ABILITY TO ACCESS, UPDATE, AND CORRECT PERSONAL INFORMATION

If You have an account, You can access and modify Your Personal Information through Your account, at any time. If you completely delete all such information You will not be able to access or use the Website and/or Applications correctly. If You would like HEALTH HABIT to delete Your Personal Information from its system, please contact us at info@healthhabit.net with a request that we delete Your Personal Information from its database. HEALTH HABIT will use commercially reasonable efforts to honor Your request; however, HEALTH HABIT may retain an archived copy of Your records as required by law or for other legitimate business purposes.

HEALTH HABIT wants Your Personal Information to be complete and accurate. By using the Website and/or Applications, You represent and warrant that all information You provide on any registration form or otherwise in connection with Your use of the Website and/or Applications and Services will be complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy. To confirm the completeness and accuracy of, or make changes to, Your Personal Information, please visit Your personal profile.

THIRD-PARTY WEBSITES/APPLICATIONS

The Website and Applications contain links to Third-Party Websites/Applications. HEALTH HABIT does not own or control these Third-Party Websites/Applications. HEALTH HABIT is not responsible for the privacy and security practices and policies of those Third-Party Websites/Applications and this Privacy Policy does not apply to any Third-Party Websites/Applications, except with respect to Personal Information provided directly to them by HEALTH HABIT. Before visiting or providing Personal Information to a Third-Party Website, You should inform Yourself of the privacy policies and practices (if any) of that Third-Party Website, and should take those steps necessary to, in Your discretion, protect Your privacy.

UPDATES AND CHANGES TO PRIVACY POLICY

HEALTH HABIT reserves the right to, update, change or modify this Privacy Policy. Any material changes to this policy will be posted on the Website and/or Applications (or You may be notified by email or other notification), and will indicate when such changes will become effective. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the Website and/or Application following the date in which the

modified or amended Privacy Policy is posted on the Website. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used.

CHILDREN'S PRIVACY

HEALTH HABIT does not solicit or knowingly collect personally identifiable information from children under the age of 13. If HEALTH HABIT obtains actual knowledge that it has collected personally identifiable information from a child under the age of 13, HEALTH HABIT will promptly delete such information from its database.

INTERNATIONAL USERS

If you are located outside the United States and choose to provide Your information to HEALTH HABIT, Your information will be transferred to the United States and processed there (or any other country where HEALTH HABIT operates). By providing Your information and using the Website and/or Applications, You agree and consent to the collection, transfer, use, storage and disclosure of Your information as described in this Privacy Policy.

EFFECTIVE DATE: October 2, 2019