

Membership Agreement

Great relationships are built on honesty and trust. That's why We're crystal clear on what it means to use Virgin Pulse's health and wellness program.

- First off, We hope you can agree to share true and accurate personal information.
- Second, talk to your doctor before starting any new exercise program (We're not doctors, after all!)
- Third, keep in mind that if you add other members as "friends," they'll see some information about you. You can always politely decline friend requests, or even remove friends later.
- Last but not least, in the full Membership Agreement, you can find out how your Virgin Pulse benefits work.

Membership Agreement

This Membership Agreement (the "**Agreement**") explains how We administer the Program and its benefits. Please carefully read through this Agreement. To join the Program and enjoy the Virgin Pulse services and Program benefits, you are required to accept all the terms in this Agreement. If you choose to accept these terms and enroll in the Virgin Pulse Program, you will become a Member of the Program.

To participate in the Virgin Pulse Program you have to be at least 18 years of age. However, if you are 16 or 17 years old, you may participate under the supervision of a parent, legal guardian, or other responsible adult. Please contact Us to get a copy of Our Parental Consent form.

We may update the terms of this Agreement from time to time. If We update these terms, you will be notified and required to review and accept these terms prior to being able to access the Program. You may withdraw your consent to this Agreement or its updated terms at any time by contacting Us and notifying Us that you wish to terminate your Membership.

Any rights not expressly granted to you by this Agreement are reserved by Virgin Pulse. If any provision of this Agreement is found to be unenforceable, all other provisions will remain unaffected. All provisions of this Agreement that relate to ownership of intellectual property, disclaimers, liability and restrictions on access and use of the Virgin Pulse platform will remain unaffected by the expiration or termination of this Agreement.

Please note that any translation of this Agreement is intended solely to facilitate your access to this information. The English version is the only official version of this Agreement and any translation inaccuracies or discrepancies are not binding and have no legal effect for compliance or enforcement purposes.

Does Virgin Pulse have rules about information accuracy?

You agree that all the Personal Information you provide Us with will be true, accurate and complete, and you will continue to update this information on your Member profile as it changes. The Program is designed to monitor and record certain physical activity, and you agree that you will utilize the Program for its intended purpose and not modify or falsify your Personal Information, activity and fitness information or biometric and health information.

Virgin Pulse reserves the right to periodically review your activity information to safeguard against Program abnormalities and Program abuse. If your activity information indicates there may be an abnormality or Program abuse, and such abnormal/abusive activity continues after initial communications from Us, We reserve the right to share your activity information with your Program Sponsor and make adjustments, suspend or terminate your account, in accordance with your Program Sponsor's instructions.

What precautions should I take to participate in the Virgin Pulse Program?

ALWAYS CONSULT WITH YOUR PHYSICIAN BEFORE STARTING ANY EXERCISE PROGRAM. By enrolling and participating in the Program you certify that you are healthy and that your physical condition allows you to perform moderate to intense exercise. If you experience any physical symptoms such as abnormal or sudden blood pressure changes, fainting, dizziness, or irregular heart beat or any other physical symptoms which seem abnormal to you while participating in the Program, stop exercising immediately and consult your doctor without delay. **YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ AT A VIRGIN PULSE HEALTH STATION, OR ON ANY VIRGIN PULSE WEBSITE, OR LEARNED THROUGH YOUR PARTICIPATION IN THE PROGRAM.** The information We provide is for educational and informational purposes only and should not be considered medical advice, diagnosis or treatment. If you have any healthcare-related questions, please call or see your physician or other qualified health care provider without delay. Virgin Pulse shall not be liable for any diagnostic or treatment decision made by you in reliance on any information provided by Virgin Pulse (e.g., at a Health Station or through the Program). Should any unexpected medical event occur while you are participating in the Program, please seek medical advice, diagnosis or treatment without delay. Your reliance on any information made available through your participation in the Program is solely at your own risk.

What steps should I take to protect my account?

Make sure you keep your username and password confidential, as they can be used to access your account. Please be advised that you are responsible for any and all activities that occur on your account. If you use a shared computer or a computer in a public place to access the web-based platform, it is advisable that you close your browser when you complete a session, to help ensure others do not access your Personal Information.

What should I do if I am not able to participate in all aspects of the Program?

If you have a disability, whether temporary or permanent, that limits your participation in the Program, or if you have a medical condition that makes it unreasonably difficult (or medically inadvisable to attempt) to achieve a standard for earning Points, you are still able to take part in the Program. Please contact the Virgin Pulse Call Center to request the Temporary Disability Form or the Physician Verification Form (to be completed by your physician) and We will determine an alternative way for you to earn Points.

How do I get an activity tracking device?

Depending on the type of Program your Program Sponsor has chosen to offer you, you may (a) receive a Virgin Pulse personal activity tracking device ("MAX" or "MAX BUZZ"); or (b) use or purchase another compatible device. The full list of compatible devices is listed on Our Platform. MAX Sync software to operate the MAX can be downloaded from the web-based platform, where you can also find the minimum IT system requirements for operating the MAX with the MAX Sync.

We will replace any MAX (excluding battery) or MAX BUZZ device that is deemed defective within

one year of the order date. You will be able to replace a lost MAX or MAX BUZZ by purchasing a new one in the Virgin Pulse Shop. All MAX and MAX BUZZ orders are final, and cannot be cancelled or refunded after they are submitted.

What are Rewards?

Depending on the type of Program your Program Sponsor has designed, you may be eligible to earn Points. In a Points-eligible Program, Points can be awarded no more than fourteen (14) days after a qualifying activity or task is performed or uploaded on the platform. Points are reset to zero (0) at 12:00 a.m. Eastern Standard Time on the day after the end of the Program period. Depending on your Program design, your points may allow you to earn "PulseCash", which can be redeemed for gift certificates and other rewards. Gift card orders and check redemption orders, where applicable, are final. The Rewards section of the platform will contain the most recent information about how to earn and redeem Points and PulseCash. PulseCash is non-transferrable and cannot be redeemed once your membership and this Agreement terminate.

Rewards may be supplied by Virgin Pulse reward partners, who agree to sell gift certificates, products and services to Program members in exchange for PulseCash. Where applicable, Rewards may be shipped directly to you by Virgin Pulse or its reward partner. You will be responsible for any applicable sales tax and shipping and handling fees. Depending on the Reward, special terms and conditions may apply. If the Reward is redeemed from a Virgin Pulse reward partner, the reward partner return policy will apply.

Your Program Sponsor may provide additional Reward opportunities.

What happens if my Program Sponsor cancels my membership or the Program?

Your Program Sponsor may, at any time, choose to terminate your membership or cancel the Program, which will result in cancellation of your account. After the account cancellation process is started We will notify you that your Virgin Pulse membership will terminate after thirty (30) days. After your membership is terminated, for any reason, you will (i) no longer be able to participate in the Program; (ii) no longer be entitled to receive any benefits or to earn any Points; (iii) not be able to redeem any unused Points, and (iv) no longer have access to the Health Stations or Website.

How is Virgin Pulse accountable under this Agreement?

Virgin Pulse's liability may vary based on your country of residence.

US and Canadian Residents

Other than as expressly set out in this Agreement, Virgin Pulse, its Program Partners and other vendors do not make any specific promises about the Program, the services or goods made available to you. The Program, as well as all services and goods under this Agreement are provided "AS IS" and "WITH ALL FAULTS." To the extent permitted by law, Virgin Pulse expressly disclaims all warranties and conditions with respect to all equipment, software, goods and services, either express or implied or statutory, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

UK Residents

If you live in the United Kingdom, nothing in this Agreement shall limit or exclude Virgin Pulse's liability to you:

- a) for death or personal injury caused by negligence;
- b) for fraudulent misrepresentation;
- c) for breach of any obligations implied by section 12 of the United Kingdom's Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- d) under Part I of the United Kingdom's Consumer Protection Act 1987; or
- e) for any other liability that may not, by law, be limited or excluded.

Subject to this, in no event shall Virgin Pulse be liable to you for any business losses and any liability Virgin Pulse does have for losses you suffer arising from this Agreement shall not exceed \$100 (USD) and is strictly limited to losses that were reasonably foreseeable.

Virgin Pulse will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by events outside Virgin Pulse's reasonable control.

German Residents

Virgin Pulse's liability for damages arising out of death or personal injury due to actions of a Virgin Pulse legal representative or designated agent ("Erfüllungsgehilfe") is unlimited. Virgin Pulse's liability for damages arising from the lack of a guaranteed characteristic, or from gross negligence, willful misconduct or fraud by a Virgin Pulse legal representative or designated agent is unlimited. Except in the cases outlined above, in the event of a slightly negligent breach of a contractual core duty Virgin Pulse shall only be liable to the amount of the typically foreseeable damage. Contractual core duties are duties necessary for proper fulfillment of the contract, on which a party may reasonably rely. Liability pursuant to the German Product Liability Act remains unaffected. Insofar as German residents are affected, Virgin Pulse's sole liability and Member's sole remedy shall be pursuant to this clause.

What are my rights to access and use the web-based platform and mobile application?

The web-based platform and mobile application (including any and all content, material, page headers, custom graphics, button icons, and scripts and the presentation, arrangement, coordination, enhancement and selection of such and other information in text, graphical, video and audio forms, images, icons, software, designs, applications, data, and other elements available on or through the Website) is the property of Virgin Pulse or its respective owners, as the case may be, and is protected by U.S., Canadian and international copyright, trademark and other laws. Your use of the web-based platform or mobile application does not transfer to you any ownership or other rights in the web-based platform and the mobile application or their content. You may use the web-based platform and the mobile application only in the manner described expressly in this Agreement and subject to all applicable laws. Using the web-based platform and mobile application for any other purpose or in any other manner is strictly prohibited.

Virgin Pulse hereby grants you a personal, limited, revocable, non-transferrable, non-assignable and

non-exclusive license to access, read and print the content of the web-based platform and the mobile application for your personal, non-commercial, and not-for-profit use only. You may not modify any of the pages, nor remove or alter any visible or non-visible identification, marks, notices, or disclaimers. The web-based platform and the mobile application, as well as their content may not be copied, imitated, reverse engineered, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of Virgin Pulse. You may not use any of the software that is used in the operation or provision of the web-based platform and mobile application except while you are using them in accordance with this Agreement.

Are the trademarks on the web-based platform and mobile application protected?

Yes, VIRGIN PULSE and VIRGIN & Design and other marks and logos appearing on the Website are registered and unregistered trademarks, or trade names owned by Virgin Enterprises Limited and used under license (collectively "Marks"). Other product and company names and logos appearing on the Website may be registered or unregistered trade-names or trade-marks of their respective owners. Any use of the trade-names, trade-marks, and logos displayed on the web-based platform and mobile application, or any word, term, name or symbol that is likely to cause confusion with respect to the user's connection or association with Virgin Pulse or its approval or sponsorship of the user's products, is strictly prohibited. Nothing appearing on the web-based platform or mobile application, or elsewhere, shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the web-based platform or mobile application.

How are Program errors and problems diagnosed and managed?

From time to time, you may encounter a technical or other problem in inputting or retrieving your Personal Information. In order to review and resolve these errors, We may need to access your Personal Information and Member account. You agree to make your Member account details and Personal Information available to Us to allow Us to diagnose and resolve the problem.

What is the applicable law and venue under this Agreement?

Except where prohibited by local law, this Agreement is governed by and interpreted and enforced in accordance with the laws of Rhode Island. Any dispute between you and Virgin Pulse is subject to the exclusive jurisdiction of the federal and state courts in Rhode Island, other than for actions to enforce any order or judgment entered by such courts.

If you are not a resident of the USA, and if required by local law, you may bring an action against Us in the local courts of your place of domicile and nothing in this Agreement is intended to limit your rights to do so.

How can I contact Virgin Pulse or its Data Protection Officer (DPO)?

If you have any questions, comments or concerns, about this Agreement, or your rights and obligations under this Agreement, you may contact Us via email at privacyofficer@virginpulse.com or via the "Contact Us" section of the Virgin Pulse web-based platform and mobile application.

Alternatively you can contact Us by writing to:

The Virgin Pulse Data Protection Officer

Virgin Pulse, Inc.

75 Fountain Street, Providence, Rhode Island 02902, United States.

This Policy was last updated in April 2018.