

KP Innovations, LLC

Website Terms and Conditions of Use

General Terms 1. Terms

By accessing and using this website, www.BuildMyBod.com, app or the Price Estimator widget (“Site”) which is owned and operated by KP Innovations, L.L.C. (“KP Innovations” or “KP” or “we” or “our” or “BuildMyBod.com”), you agree to these Website Terms and Conditions of Use, our Privacy Statement, and all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. When we use the terms “you”, “your”, “user”, “account holder” or “member”, we are referring to the user or viewer of our website.

If you do not agree with any of these terms, you are prohibited from using or accessing this Site. The right to use BuildMyBod.com is personal to you and is not transferable to any other person or entity. The materials contained in this Website are protected by applicable copyright and trade mark law.

2. Permitted Uses

The Site provides an interactive online service operated by KP Innovations, consisting primarily of providing a conduit of pricing information from the healthcare Provider (“**Provider**”) to the user, promotion and marketing services on behalf of certain merchants (“**Merchants**”) making vouchers for Merchant goods and services (“**Vouchers**”) available to its users. Vouchers may be purchased by KP Innovations account holders and exchanged for goods and services from the issuing Merchants and subject to the Terms of Sale set forth below. As a condition of your use of this Site, you agree that:

- You are an individual person at least 18 years of age;
- You possess the authority to create a binding legal obligation;
- Your use of this Site will at all times comply with the terms of this

Agreement;

- If you elect to create an account:
 - You may create only one account for your personal use;
 - You may only make legitimate purchases that comply with the letter and spirit of the terms of the respective offers;
 - You may only make purchases on the Site for your own use and enjoyment, or, when offered, as a gift for another;

- You must safeguard your password and supervise the use of your account, and understand and agree that you are responsible for your own use and the use of your account by anyone you allow to access it.
- You have the right to provide any and all information you submit to the Site, the information is only about yourself, and all such information is accurate, true, current and complete.

3. Disclaimer of Warranties

The materials on the Site are provided "as is" and you agree to use the Site at your sole risk. KP makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, KP does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Site or otherwise relating to such materials or on any sites linked to this site. KP is not responsible or liable for any result that may arise from the use of this website or from the use of 3rd party products and services listed on this Website.

KP MAKES NO WARRANTY WITH REGARD TO ANY PRODUCTS, SERVICES, OR REWARDS OBTAINED BY USERS THROUGH THE SITE OR THROUGH KP ADVERTISERS OR PARTNERS; THAT KP WILL MEET USERS' REQUIREMENTS; OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, ERROR FREE; NOR DOES KP MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE.

KP expressly disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. KP shall not be liable or responsible for those guarantees, warranties, and representations, if any, offered by KP advertisers, partners, manufacturers of merchandise, or suppliers of services. No advice or information, whether oral or written, obtained by user from KP or through the Site shall create any warranty not expressly made herein.

4. Limitations

In no event shall KP, its subsidiaries or affiliates nor any of their employees, agents, advertisers, merchants or partners be liable for any damages (including, without limitation, indirect or consequential damages, loss of profits or special or punitive damages, or any other loss or damage whatsoever) arising out of or related to your use of this site, the content, statements and other information contained therein, the products or services available through the site or these terms of use for loss of data or

profit, or due to business interruption, arising out of the use or inability to use the materials on the Site, even if KP or a KP authorized representative has been notified orally or in writing of the possibility of such damage. IN NO EVENT WILL KP INNOVATION'S LIABILITY IN CONNECTION WITH A VOUCHER OR A PRODUCT OR SERVICE EXCEED THE AMOUNTS PAID FOR SUCH VOUCHER, PRODUCT OR SERVICE.

5. Creating an Account on our Site

If you create an account on our Site, you may only create and hold one account that you are solely responsible for managing. Your account is non-transferrable and may not be sold, combined or otherwise shared with any other person. If you violate any of these limitations we may terminate your account and, without limitation, you may forfeit any pending, current or future promotional account credits and any unredeemed vouchers in your account. If we terminate your account, you may not re-enroll or join under a new account unless we formally invite you. If you commit fraud or falsify information in connection with your use of the Site or in connection with your KP Innovations' account, your account will be terminated immediately and we reserve the right to hold you liable for any and all damages that we suffer, to pursue legal action through relevant local and national law enforcement authorities and to notify your Internet Service Provider of any fraudulent activity we associate with you or your use of the Site.

6. Terms of Sale

Vouchers you purchase through our Site as a KP Innovations account holder are special promotional offers that you purchase from participating Merchants through our service. The vouchers are redeemable for certain goods, services or experiences offered by, or facilitated through, the Merchant identified on the voucher.

This includes, but is not limited to any Promo, BuyNow, Subscriptions, Memberships or Subscribe and Save offers presented by the Merchant.

- i. Definitions.
 - a. Promo. Promos are time-limited, discounted offers that are sent out by KP Innovations to an email list uploaded by the Provider. These emails provide a link to the Offer (a Promo in this case), that the consumer can purchase online.
 - b. BuyNow. BuyNow is similar to Promos in that they are available for online purchase but BuyNow is a time-unlimited offer. BuyNow also varies from Promos because BuyNow items can be discounted or non-discounted.
 - c. Subscriptions. Monthly recurrent payments paid by the consumer with an annual commitment that cannot be cancelled within the annual Subscription period. These monthly payments go towards and completely cover the annual costs of the services or products included in the Subscription set by the Provider.

- d. Memberships. Monthly recurrent payments paid by the consumer with the option of an annual non-cancellable commitment as determined by the Provider. These monthly payments allow the consumer access to services or products at a discounted rate. The monthly membership payments do not directly pay for any services, only access to discounts.
- e. Subscribe and Save. Recurrent payments as set by the Provider to automatically cover the cost of services or products that are used on a recurrent basis. For example, recurrent quarterly payments by the user to automatically receive skin care products every quarter.

The Merchant is solely responsible for redeeming the voucher. The Merchant is the issuer of the voucher and is fully responsible for all goods and services it provides to you and for any and all injuries, illnesses, damages, claims, liabilities and costs (“**Liabilities**”) it may cause you to suffer, directly or indirectly, in full or in part, whether related to the use or redemption of a voucher or not. You hereby waive and release KP Innovations and its subsidiaries, affiliates, partners, officers, directors, employees and agents from any Liabilities arising from or related to any act or omission of a Merchant in connection with your use of a Voucher or the services it provides in connection with the Voucher.

By purchasing any Voucher, you agree to the terms of this Agreement and these Terms of Sale. By purchasing, viewing a mobile version, printing, accepting, using or attempting to use any voucher, you agree to these Terms of Sale specifically (“**rules**”) the terms on the voucher itself and any additional, deal specific terms advertising the voucher at the time of purchase (collectively, the “***fine print***” regardless of how labeled). These rules apply to all promotional vouchers that we make available, unless a particular voucher’s fine print states otherwise, and except as otherwise required by law. In the event of a conflict between these rules and a Voucher’s fine print, the Voucher’s fine print will control.

KP Innovations is a service provider for the Merchant identified on the voucher and the Merchant is the sole issuer of the voucher. Vouchers have two separate values: (a) the “amount paid” and (b) the promotional value. The “promotional value” is the additional value beyond the amount paid. Together, the amount paid and the promotional value equals the “full offer value” of the voucher. For example, if you pay \$200 for a voucher that gets you \$350 of goods or services from a Merchant, the full offer value is \$350, the amount paid is \$200 (this amount does not expire until it is used or is refunded), and the promotional value is \$150 (this amount expires on the date stated on the Voucher unless expiration of the promotional value is prohibited by law).

7. Revisions

The materials appearing on the Site could include technical, typographical, or photographic errors. KP does not warrant that any of the materials on its website are accurate, complete, or current. KP may make changes to the materials contained on its

website at any time without notice. KP does not, however, make any commitment to update the materials. We can make changes for legal or administrative reasons, or to correct an inaccurate statement.

8. Links

KP has not reviewed all of the sites linked to its Site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by KP or the site. Use of any such linked website is at the user's own risk.

9. Site Terms of Use Modifications

KP may revise these terms of use for its website at any time without notice. By using this Site you are agreeing to be bound by the then current version of these Terms and Conditions of Use. A user's non-termination or continued use of the Site constitutes an affirmative acknowledgement by the user of any modifications to the Terms and Conditions of Use and consent to abide and be bound by any terms thereof. At any time, if a user does not agree with the Terms and Conditions of Use, the user may discontinue using the Site. KP shall not be liable to any user or any third party should

KP exercise its right to modify or discontinue the Site.

10. Modification of this Agreement or Change in Terms

KP Innovations shall have the right at any time to change or modify the terms and conditions of use applicable to your use of the Site, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Site, or by electric or conventional mail, or by other means by which you obtain notice thereof. Any use of the Site by you after such notice shall be deemed to constitute acceptance by you of such changes, modifications or additions. We suggest that you revisit our Terms of Use from time to time to ensure that you stay informed of any such notifications of changes to the Site.

We also reserve the right to change or discontinue any aspect or feature of our services or the Site including, but not limited to, requirements for access or use.

11. Governing Law

Any claim relating to the Site shall be governed by the laws of the State of Louisiana, without regard to its conflict of law provisions.

12. Arbitration

We will make every reasonable effort to resolve any disagreements that you have with KP Innovations. If those efforts fail, by using this Site you agree that any claim, dispute,

or controversy you may have against KP Innovations arising out of, relating to, or connected in any way with this Agreement, this Site or the purchase or sale of any Voucher(s), shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA (“Rules and Procedures”). You agree further that: (a) the arbitration shall be held in Baton Rouge, Louisiana; (b) the arbitrator shall apply Louisiana law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (c) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and KP Innovations’ individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (d) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, KP Innovations will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (e) with the exception of subpart (c) above, if any part of this arbitration provision is deemed

to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (c) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor KP Innovations shall be entitled to arbitrate their dispute.

13. Indemnification/Release

You agree to defend, indemnify and hold harmless KP Innovations, its subsidiaries, affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys’ fees, arising out of or related to any products or services purchased by you in connection with the Site or any use of the Site in violation of these Terms.

You are solely responsible for your interactions with Merchants and other users of the Site. To the extent permitted under applicable laws, you hereby release KP Innovations from any and all claims or liability related to any product or service of a Merchant, any action or inaction by Merchant, including Merchant’s failure to comply with applicable law and/or failure to abide by the terms of a KP Innovations, and any conduct or speech, whether online or offline, of any other user.

14. Termination

KP Innovations may terminate these Terms of Use at any time. Without limiting the foregoing, KP Innovations shall have the right to immediately terminate or suspend any of your passwords or accounts in the event KP Innovations considers, in its sole

discretion, any of your conduct to be unacceptable, or in the event you breach this Agreement. Notwithstanding the above, these Terms of Use will survive termination of this Agreement.

15. Membership Termination

BuildMyBod.com may at anytime terminate any user's access to the website for any reason without prior notice, with or without cause, and such user's right to use the website shall immediately cease upon termination. Some reasons for termination includes, but is not limited to:

- a. Any user found violating any terms set forth in the Terms and Conditions of Use.
- b. Any users using or supplying false information on BuildMyBod.com or on advertiser's offers.

Should Member object to any of the provisions of these Terms and Conditions of Use, or any subsequent modifications thereto, or become dissatisfied with the Site, a user's only recourse is to immediately discontinue participation in the Site.

16. Limitation of Liability

In no event will KP be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of our website.

Through our website you are able to link to other websites ("Third Party Sites") which are not under the control of KP. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

We make no guarantees, nor can we be responsible for any information accessible through these Third Party Sites or included in any materials provided by such Third Party Sites, including the currency, content, quality, copyright compliance or legality of such information, nor are we responsible for any resulting loss or damage relating to the use of such information.

We do not investigate, represent or endorse the accuracy, legality, legitimacy, validity or reliability of any products, services, deals, coupons or other promotions ("Third Party Products and Promotions") or third party or user generated content, including advice and recommendations contained on, distributed through, or linked, downloaded or accessed from these Third Party Sites.

References that we make to any names and marks of third parties, and Third Party Products and Promotions or hypertext links to related Third Party Sites, do not

constitute or imply our endorsement, sponsorship or recommendation of the Third Party Products and Promotions.

In addition, and without limiting the foregoing, KP shall not be liable for any harm caused by the transmission, through the services provided by or with the information contained in this website, of a computer virus or other computer code or programming device that might be used to access, modify, disrupt or otherwise impede in any manner the operation of any software, hardware, data or property of the user.

In addition, and without limiting the foregoing, KP makes no representations and assumes no liability regarding the quality, safety, accuracy or suitability for any use or purpose of any information or software found on any Third Party Site not under the control of KP, regardless of whether such other website is reached through a hyperlink on this website.

Every effort is made to keep the website up and running smoothly. However, KP takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.