

## Terms & Conditions

Last updated: September 24, 2020

*Communities Covered:* [My Best Life Club](#), [My Best Life Club Pro](#), [La Vida Pride](#), [La Vida Pride Pro](#), [The Solo Ager](#) and [The Solo Ager Pro](#)

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE ONLINE SERVICE. BY ACCESSING OR USING THE ONLINE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE ONLINE SERVICE. IF YOU UTILIZE THE ONLINE SERVICE IN A MANNER INCONSISTENT WITH THESE TERMS AND CONDITIONS, MY BEST LIFE CLUB OR AFFILIATE PARTNER COMMUNITY MAY TERMINATE YOUR ACCESS, BLOCK YOUR FUTURE ACCESS AND/OR SEEK SUCH ADDITIONAL RELIEF AS THE CIRCUMSTANCES OF YOUR MISUSE INDICATE IS PROPER. MY BEST LIFE CLUB MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE ONLINE SERVICE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

**THE AGREEMENT:** The use of the websites: [My Best Life Club](#), [My Best Life Club Pro](#), [La Vida Pride](#), [La Vida Pride Pro](#), [The Solo Ager](#) and [The Solo Ager Pro](#) and services on the websites provided by My Best Life Club LLC (hereinafter referred to as "Company") are subject to the following Terms & Conditions (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on the websites (hereinafter collectively referred to as "Website") and any services provided by or on the websites ("Services").

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## **1) DEFINITIONS**

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it, available to users. My Best Life Club LLC, Company, Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) You, the User, the Subscriber, the Client: You, as the user of the Websites, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

## **2) ASSENT & ACCEPTANCE**

By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of the websites and Services to You if You assent to this Agreement.

## **3) AGE RESTRICTION**

You must be at least 18 (eighteen) years of age to use the websites or any Services contained herein. By using the websites, You represent and warrant that You are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of Your age.

## **4) LICENSE TO USE WEBSITES**

The Company may provide You with certain information as a result of Your use of the Websites or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in Your use of the Websites or Services ("Company Materials"). Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable and revocable license to use the Company Materials solely in connection with Your use of the Websites and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the Websites or Services or at the termination of this Agreement.

## **5) INTELLECTUAL PROPERTY**

You agree that the Websites and all Services provided by the Company are the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

a) In order to make the Websites and Services available to You, You hereby grant the Company a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content You publish, upload, or otherwise make available to the Websites ("Your Content"). The Company claims no further proprietary rights in Your Content.

b) If You feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our users, please contact Us and let Us know.

## **6) USER OBLIGATIONS**

As a user of the Websites or Services, You may be asked to register with Us. When You do so, You will choose a user identifier, which may be Your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, Your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable You to use the Websites and Services. You must not share such identifying information with any third party, and if You discover that Your identifying information has been compromised, You agree to notify Us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of Your identifying information as well as keeping Us apprised of any changes to Your identifying information. Providing false or inaccurate information, or using the Websites or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

## **7) PRIVACY POLICY**

My Best Life Club has established a Privacy Policy to explain to You, and other users, how Your personal information is collected and used. This Privacy Policy is located at ([www.mybestlifeclub.com/privacy-policy](http://www.mybestlifeclub.com/privacy-policy))

## **8) SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL**

For purchases of a subscription membership (monthly or annually), you shall pay such fees on a monthly or annual basis, as applicable. You agree that payments will be made by My Best Life Club initiating an ACH transfer or processing your credit card, in advance, on a monthly, quarterly or annual basis, as applicable.

### **(a) Membership Fee**

My Best Life Club will charge You a membership fee in order to provide the Service. Your membership fee is the amount You were charged for one term of Your Subscription or Plan, not including any promotions or discounts that may have been applied (the "Membership Fee"). For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing member who purchased the same services in the same market. You may check Your subscription benefits online or, if You would like to learn about you benefits or if You have any questions, You can email us at [connect@mybestlifeclub.com](mailto:connect@mybestlifeclub.com) or connect with the community ambassador for a live chat in the community.

You acknowledge that My Best Life Club reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees may be paid in advance by credit card, debit card, or PayPal.

### **(b) Automatic Renewal**

If You have paid membership Plan (types of plans), My Best Life Club will automatically renew Your Plan for one year at the Membership Fee for the Plan (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with My Best Life Club. Such renewal payment will take place on or about Your Renewal Date. Your Plan will continue, and Your payment method will be charged, the Membership Fee until You cancel the Plan, which You may do at any time (see Canceling Your Plan, below).

If the payment processing for the renewal of Your Plan fails for any reason, and My best Life Club does not receive payment from your payment method or payment method provider, (i) you agree to pay all amounts due on your account upon demand, and/or (ii) you agree that My best Life Club may either terminate or suspend your subscription and continue to attempt to charge your payment method until payment is received.

If You chose a free My Best Life Club Plan, Your Plan also will renew on Your Renewal Date, but You will not be charged.

### **(c) Canceling Your Plan**

You may cancel Your Plan at any time by signing into your account and visiting (<https://member.MyBestLifeClub.com/cancellation>) to chat with a community ambassador. If You

wish to avoid renewal, email us Your cancellation request at [connect@mybestlifeclub.com](mailto:connect@mybestlifeclub.com), Your cancellation request must be received by no later than 5:00 p.m. Eastern Time on the business day prior to Your Renewal Date.

(d) Membership Fee Refund Policy

Automatic Renewal Refund—Regardless of when You joined My Best Life Club’s, if your Plan automatically renews and You cancel Your Plan within thirty (30) days after your Renewal Date, You may request a full refund of the Membership Fee.

Under no circumstances shall refunds exceed the amount you paid for your Membership Fee during the prior membership term.

In accordance with [Section 28](#), below, if My Best Life Club terminates Your account for any reason and You are not in breach of this Agreement, My Best Life Club will refund Your Membership Fee on a pro rata basis from the date of such termination to the end of the then current term.

Members are not entitled to refunds of their Membership Fee under any other circumstances.

(e) Authorization to Update Credit Card Account Information; Account Updater

If the credit card or debit card provided by You to My Best Life Club has expired during an attempt to renew Membership Fees pursuant to this Section, You authorize My Best Life Club to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to You, My Best Life Club contracts with a third-party service that refreshes expired or replaced credit card and debit card numbers with the numbers of any replacement cards so that Your paid Services do not lapse because the credit card or debit card information initially on file with My Best Life Club has expired or changed (“Account Updater”).

By registering for the Service and receiving a Plan, You consent to and authorize My Best Life Club’s disclosure of Your credit or debit card information to Account Updater. You further consent to the third party’s use of such information solely in connection with Account Updater. You also consent to My Best Life Club receipt and use of updated credit card or debit card account information from Your financial institution in connection with the provision of the Service as provided in this Agreement and the Privacy Policy.

## 9) ACCEPTABLE USE

You agree not to use the Websites or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Websites or Services in any way that could damage the Websites, Services, or general business of the Company.

a) You further agree not to use the Websites or Services:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Company or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

## **10) AFFILIATE MARKETING & ADVERTISING**

The Company, through the Websites and Services, may engage in affiliate marketing whereby the Company receives a commission on or percentage of the sale of goods or services on or through the Websites. The Company may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

## **11) CONTENT LICENSE AND PROMOTION PLACEMENT**

Although My Best Life Club does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the "Content"), by providing Content for the Websites, You automatically grant, and You represent and warrant that You have the right to grant, to My Best Life Club an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing My Best Life Club with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Websites by any other party.

You understand that My Best Life Club may display, disseminate, or place Promotions near, with, or adjacent to Your Content in any form or media (whether now known or subsequently created). The manner, mode, and extent of such Promotions are subject to change at My Best Life Club's discretion and without notice to You.

## **12) PUBLICATION AND DISTRIBUTION OF CONTENT**

My Best Life Club does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that My Best Life Club simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content ("Service Provider Content"). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that My Best Life Club does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You further acknowledge that My Best Life Club has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other My Best Life Club member or any Service Provider. However, My Best Life Club reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will My Best Life Club be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against My Best Life Club relating to Content or Service Provider Content, and release My Best Life Club from any and all liability for or relating to any Content or Service Provider Content.

## **13) SERVICE PROVIDERS**

My Best Life Club does not endorse and is not responsible or liable for any Content, Service Provider Content, Promotions, data, advertising, products, goods or services

available or unavailable from, or through, any Service Providers (which includes, but is not limited to, health care and wellness providers). You agree that should You use or rely on such Content, Service Provider Content, Promotions, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider (which includes, but is not limited to, health care and wellness providers), My Best Life Club is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider (which includes, but is not limited to, health care and wellness providers), and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider (which includes, but is not limited to, health care and wellness providers) exclusively and do not involve My Best Life Club. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging Service Providers (which includes, but is not limited to, health care and wellness providers).

You agree that My Best Life Club is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for Your interactions and dealings with them, waive the right to bring or assert any claim against My Best Life Club relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release My Best Life Club from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers). In addition, You agree that My Best Life Club may exclude Service Providers from displaying in search results on the My Best Life Club Website and sub communities Websites for failing to meet particular My Best Life Club standards regarding Service Provider conduct. In addition, You understand that My Best Life Club may exclude Service Providers from displaying in search results on the My Best Life Club and sub communities Websites for failing to meet particular My Best Life Club standards regarding Service Provider conduct and performance.

My Best Life Club may, in its sole discretion, have criminal and/or financial background checks conducted on certain Service Providers. By having such background checks conducted, My Best Life Club DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, [SECTION 29 \(NO WARRANTIES\)](#), OR [SECTION 30 \(LIMITATION OF LIABILITY\)](#).

#### **14) HEALTH RELATED PROVIDERS**

The contents of the My Best Life Club Website and sub communities Websites, such as text, graphics, images, information obtained from My Best Life Club's, and other material contained on the My Best Life Club Website and sub communities Websites ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment.

Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something You have read on the My Best Life Club Website and sub communities Websites.

If You think You may have a medical emergency, call Your doctor or 911 immediately. My Best Life Club does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Websites. My Best Life Club is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. Reliance on any information provided by My Best Life Club, My Best Life Club employees, others appearing on the Websites at the invitation of My Best Life Club, or other visitors to the Websites is solely at Your own risk.

The Websites may contain health-related materials that are sexually explicit. If You find these materials offensive, You may not want to use our Websites.

You should be aware that if You post any health-related information about Yourself or anyone else on the websites, You do so at Your own risk. If You post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You will be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom You submit Content may submit Service Provider Content that contain Your private or confidential health information in response to Content You submit. My Best Life Club is not liable for any such Service Provider Content. Please see [Section 12 \(Publication and Distribution of Content\)](#) above for more information about My Best Life Club's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither My Best Life Club, nor any of its users, has any legal obligation to keep Your health information confidential if You post it to the websites and it may be used for purposes that are unintended by You or My Best Life Club.

## **15) CONFLICT RESOLUTION PROCESS**

If You have a dispute with a Service Provider and an active, qualifying Plan, You may request My Best Life Club's assistance in communicating with that Service Provider about Your desired resolution (the "Conflict Resolution Process" or the "CRP").

You may request to participate in the CRP through our Websites or by contacting the community ambassador. You are requested to send complaints with detailed

information and certain documentation relating to Your complaint to [connect@mybestlifeclub.com](mailto:connect@mybestlifeclub.com). Shortly thereafter, the community ambassador will contact You to obtain additional information and understand Your desired resolution. The community ambassador then will contact the Service Provider to explain Your complaint and desired resolution and to ask the Service Provider to respond in writing within a reasonable timeframe.

If the Service Provider agrees to Your desired resolution or supplies a counteroffer that You find acceptable, the case is considered resolved, Your review regarding the Service Provider will be removed, and You will have the opportunity to submit updated feedback about Your experience. If the Service Provider responds but does not resolve the matter as described above, Your feedback shall remain unchanged.

Your participation in the CRP is at My Best Life Club's sole discretion. We reserve the right to reject Your request to participate for any reason. By participating in the CRP, You consent to have Your complaint and a story about the circumstances relating to the CRP published in online articles and blogs. For complaints involving health care providers, we may ask You to sign a [HIPAA \(Health Insurance Portability and Accountability Act\) waiver](#) to allow the Service Provider to discuss the issue with us.

The CRP is not a legal forum and My Best Life Club does not, at any time, become a party to Your dispute with the Service Provider. My Best Life Club is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If You believe legal services are necessary or would be helpful to resolve Your dispute with a Service Provider, My Best Life Club encourages You to consult with an attorney. My Best Life Club does not guarantee that Your participation in the CRP will result in a satisfactory outcome or Your desired resolution.

You agree that, by offering the CRP, My Best Life Club does not waive any of its disclaimers or limitations of liability, including without limitation those set forth under [Sections 13 \(Service Providers\)](#), [29 \(No Warranties\)](#), and [30 \(Limitation of Liability\)](#).

**You acknowledge and agree that, during the Term of your Plan, My Best Life Club may—in its sole discretion and without notice—change the CRP process, including without limitation, its name, process, and/or function.**

## **16) PRIVACY INFORMATION**

Through Your Use of the Websites and Services, You may provide Us with certain information. By using the Websites or the Services, You authorize the Company to use Your information in the United States and any other country where We may operate.

a) Information We May Collect or Receive: When You register for an account, You provide Us with a valid email address and may provide Us with additional information, such as Your name or billing information. Depending on how You use Our Websites or Services, We may also receive information from external applications that You use to access Our Websites, or We may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

b) How We Use Information: We use the information gathered from You to ensure Your continued good experience on Our websites, including through email communication. We may also track certain aspects of the passive information received to improve Our marketing and analytics, and for this, We may work with third-party providers.

c) How You Can Protect Your Information: If You would like to disable Our access to any passive information We receive from the use of various technologies, You may choose to disable cookies in Your web browser. Please be aware that the Company will still receive information about You that You have provided, such as Your email address. If You choose to terminate Your account, the Company will store information about You for the following number of days: 60. After that time, it will be deleted.

## **17) ASSUMPTION OF RISK**

The Websites and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Websites are not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and the Company. You further agree that Your purchase of any of the products on the Websites is at Your own risk. The Company does not assume responsibility or liability for any advice or other information given on the Websites.

## **18) SALES**

The Company may sell goods or services or allow third parties to sell goods or services on the Websites. The Company undertakes to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, the Company does not guarantee the accuracy or reliability of any product information, and You acknowledge and agree that You purchase such products at Your own risk. For goods or services sold by others, the Company assumes no liability for any product and cannot make any warranties about the merchantability, fitness, quality, safety or legality of these products. For any claim You may have against the manufacturer or seller of the product, You agree to pursue that claim directly with the

manufacturer or seller and not with the Company. You hereby release the Company from any claims related to goods or services manufactured or sold by third parties, including any and all warranty or product liability claims.

## **19) SHIPPING/DELIVERY/RETURN POLICY**

You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. When purchasing a physical good, You agree to provide Us with a valid email and shipping address, as well as valid billing information. We reserve the right to reject or cancel an order for any reason, including errors or omissions in the information that You provide to us. If We do so after payment has been processed, We will issue a refund to You in the amount of the purchase price. We also may request additional information from You prior to confirming a sale, and We reserve the right to place any additional restrictions on the sale of any of Our products. You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. For the sale of physical products, We may preauthorize Your credit or debit card at the time You place the order, or We may simply charge Your card upon shipment. You agree to monitor Your method of payment. Shipment costs and dates are subject to change from the costs and dates that You are quoted due to unforeseen circumstances. For any questions, concerns, or disputes, You agree to contact Us in a timely manner at the following: [connect@mybestlifeclub.com](mailto:connect@mybestlifeclub.com).

## **20) REVERSE ENGINEERING & SECURITY**

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Websites or Services;
- b) Violate the security of the Websites or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

## **21) DATA LOSS**

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Websites or Services is at Your own risk.

## **22) INDEMNIFICATION**

You agree to defend and indemnify the Company and any of its affiliates; managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to My Best Life Club or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm You may have caused to another. My Best Life Club will have sole control of the defense of any such damage or claim.

### **23) SPAM POLICY**

You are strictly prohibited from using the Websites or any of the Company's Services for illegal spam activities, solicitations, including gathering email addresses and personal information from others or sending any mass commercial emails.

### **24) THIRD-PARTY LINKS & CONTENT**

The Company may occasionally post links to third party websites or other services. You agree that the Company is not responsible or liable for any loss or damage caused as a result of Your use of any third party services linked to from Our Websites.

### **25) MODIFICATION & VARIATION**

The Company may, from time to time and at any time without notice to You, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

- a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Websites after any

modifications to this Agreement is a manifestation of Your continued assent to this Agreement.

c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

## **26) ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of the websites. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of the websites.

## **27) SERVICE INTERRUPTIONS**

The Company may need to interrupt Your access to the Websites to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Websites may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

## **28) TERM, TERMINATION & SUSPENSION**

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

## **29) NO WARRANTIES**

You agree that Your use of the Websites and Services is at Your sole and exclusive risk and that any Services provided by Us are on an "As Is" basis. The Company hereby

expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Websites or Services will meet Your needs or that the Websites or Services will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information on the Websites or obtained through the Services. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Websites or Services is Your sole responsibility and that the Company is not liable for any such damage or loss.

### **30) LIMITATION OF LIABILITY**

The Company is not liable for any damages that may occur to You as a result of Your use of the Websites or Services, to the fullest extent permitted by law. You understand and agree that Your unlimited access to the Content on the Websites represents a substantial portion of the value You receive from Your My Best Life Club's Membership Fee. Therefore, To The Extent My Best Life Club Is Found Liable For Anything Related To This Agreement Or The Use Of The Service, My Best Life Club's Liability For Damages Will Not Exceed The Equivalent Of One (1) Month Of Your Membership Fee (I.E., The Amount Of Your Annual Membership Fee Divided By Twelve). This section applies to any and all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT MY BEST LIFE CLUB CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO MY BEST LIFE CLUB (AND OTHER SUB COMMUNITIES) THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR MY BEST LIFE CLUB INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF MY BEST LIFE CLUB TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY MY BEST LIFE CLUB. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF MY BEST LIFE CLUB TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY MY BEST LIFE CLUB. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT MY BEST LIFE CLUB SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

### 31) GENERAL PROVISIONS

**a) LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

**b) JURISDICTION, VENUE & CHOICE OF LAW:** Through Your use of the Websites or Services, You agree that the laws of the State of Florida shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Miami, Florida. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

**c) ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Miami. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Florida. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated.* The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Please read more on [‘Conflict Resolution Process’ under Section 15.](#)

**d) ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

**e) SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

**f) NO WAIVER:** In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

**g) HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

**h) NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

**i) FORCE MAJEURE:** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

**j) ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address:  
[connect@mybestlifeclub.com](mailto:connect@mybestlifeclub.com)

**k) NOTICE:** You agree that My Best Life Club may communicate any notices to You under this Agreement, through electronic mail, regular mail or posting the notices on the Websites. All notices to My Best Life Club will be provided by sending a letter, first class certified mail, to My Best Life Club LLC, 10800 Biscayne Blvd., Ste 725, Miami, FL 33161. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), My Best Life Club will respond promptly to claims of copyright or trademark infringement that are reported to:

My Best Life Club LLC  
10800 Biscayne Blvd., Ste 725  
Miami, FL 33161  
United States  
Email: [media@mybestlifeclub.com](mailto:media@mybestlifeclub.com)

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work’s copyright or trademark has been infringed, please report Your notice of infringement to us by providing a written notification of claimed infringement that includes substantially the following:

A. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- B. identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
- C. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- D. information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
- E. a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
- F. a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

My Best Life Club will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.