

# TERMS OF USE

## CONTRACT FOR SERVICES

The purchase of the VitalOp Wellness ("VitalOp") Dementia Prevention Plan represents your agreement to services through VitalOp for a one-time purchase. VitalOp will not refund any amount paid for services/plans. Your purchase is a one-time fee for the service of one plan and does not renew.

## MINIMAL AGE REQUIREMENT

VitalOp services are designed and intended for persons over the age of 18. We do not knowingly allow or solicit anyone under the age of 18 to participate independently, nor do we knowingly collect personal information from children. If we become aware that a user of the Services is under the age of 18 and has provided us with personal information, we will delete such personal information from our files.

## GEOGRAPHICAL RESTRICTIONS

The owner of VitalOp is based in the state of Louisiana in the United States. Use of VitalOp services is intended for use only by persons located in the United States. We make no claims that VitalOp services or any of its content is accessible or appropriate outside of the United States. Access to the VitalOp website and services may not be legal by certain persons or in certain countries. If you purchase VitalOp services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## DISCLAIMERS

VitalOp provides general health information and is designed for educational purposes only. You should consult your physician before beginning any new program that affects your health. You should not rely on this information as a substitute for professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health or wellbeing, you should always consult with a physician or other health-care professional. Do not disregard, avoid, or delay obtaining medical or health related advice from your health-care professional because of something you may have heard or read through the VitalOp website and services. The use of any information provided by VitalOp is solely at your own risk. While our dementia prevention plan focuses on reducing modifiable risk factors, it cannot guarantee the prevention of dementia. The information provided is general medical information and not personalized medical advice. Dementia is a complex condition, and individual outcomes may vary.

Nothing stated or posted on any of VitalOp's sites and services is intended to be, and must not be taken to be, the practice of medical or counseling care. For purposes of this agreement, the practice of medicine and counseling includes, without limitation, psychiatry, psychology, psychotherapy, or providing health care treatment, instructions, diagnosis, prognosis, or advice.

This plan incorporates medical information available as of the date it is taken, and we make no guarantee that every scientific study on dementia prevention is utilized. The field of dementia research is continually evolving, and new studies may emerge that could impact prevention strategies. While we strive to base our information on current scientific evidence, it's important to acknowledge that the field of health science is dynamic and ever-evolving. We cannot guarantee that conclusions drawn from existing studies will remain accurate over time, and new information may emerge. Therefore, it is advisable for individuals to stay informed about the latest scientific developments and consult with healthcare professionals for the most current and personalized advice. We have conducted due diligence to the best of our ability to ensure that the medical research used in producing this plan is without bias. However, we cannot provide a guarantee of its absolute accuracy. Please read the following information carefully. By choosing to use VitalOp services, you acknowledge and agree to the terms of this Disclaimer and our Legal Notices. Continuing to use VitalOp services indicates your acceptance of all terms and conditions of this Disclaimer and our Legal Notices. VitalOp reserves the right to revise these terms and notices, and therefore encourages you to review them regularly, because purchasing the dementia prevention plan will indicate your acceptance of, and agreement with, all terms and notices.

You assume full responsibility for using the information received through VitalOp, and you understand and agree that VitalOp and its sponsored organizations are not responsible or liable for any claim, loss, or damage resulting from its use by you or any user. Although significant efforts are made to keep the information on VitalOp updated and accurate, we disclaim any warranty regarding its currency or accuracy.

## LEGAL NOTICES

Please read the following information carefully. By choosing to use VitalOp services, you acknowledge and agree to the terms of our Legal Notices and our Disclaimer. Continuing to use VitalOp services indicates your acceptance of all terms and conditions of our Legal Notices and our Disclaimer.

### Limitation of Liability

VitalOp and its affiliates, suppliers, and other third parties mentioned on this VitalOp plan are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages whatsoever (including, without limitation, those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to VitalOp services, VitalOp-related services and products, content or information contained within VitalOp, and/or any hyperlinked website, whether based on warranty, contract, tort, or any other legal theory

and whether or not advised of the possibility of such damages. Your sole remedy for dissatisfaction with VitalOp, VitalOp-related services, and/or hyperlinked websites, is to stop using those services. Applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### Links or Pointers to Websites

VitalOp makes no representations whatsoever about any other website that you may access through the VitalOp site. When you access an external website, please understand that it is independent from VitalOp, and that VitalOp has no control over the content on that website. In addition, a hyperlink to a non-VitalOp website does not mean that VitalOp endorses or accepts any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third-party websites linked to this site, you do this entirely at your own risk.

#### Governing Law

Terms and conditions stated in our Disclaimer and Legal Notices are entered into in the State of Louisiana and will be governed by and construed in accordance with the laws of the State of Louisiana, exclusive of its choice of law rules. Each party to these terms and conditions submits to the exclusive jurisdiction of the state and federal courts sitting in Shreveport, Louisiana, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these terms and conditions, the prevailing party will be entitled to costs and attorney's fees. In the event that any of the terms and conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these terms and conditions shall otherwise remain in full force and effect.