

# LifeVantage Virtual Office Agreement (Back Office Agreement)

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Thank you for being a LifeVantage Consultant or Customer. Your use of any and all LifeVantage websites and the LifeVantage Virtual Office also commonly known as the “**Back Office**” (collectively, the “**VO**”), whether hosted by LifeVantage or provided by a trusted third-party contractor, is subject to the following terms and conditions of this LifeVantage Virtual Office (Back Office) (the “**Agreement**”), which also incorporates by reference, the applicable LifeVantage Consultant Agreement or LifeVantage Customer Agreement (collectively, the “**LifeVantage Agreements**”) of your home country. If you do not wish to be bound by this Agreement, please do not visit or use the VO.

This Agreement may be amended as deemed necessary by us and you should review this Agreement prior to using the VO. LifeVantage offers you access to the VO which provides a collection of online services to help you learn more about LifeVantage and to operating your independent contractor LifeVantage Consultant Business (as that term is defined in the LifeVantage Consultant Agreement) and/or purchasing products as a LifeVantage Customer in exchange for your agreement to accept and comply with the terms, conditions, and notices stated herein and as may be modified by LifeVantage from time-to-time in its sole discretion. Unless explicitly stated otherwise, any new features or products that augment or enhance the current VO services shall be subject to this Agreement.

You promise that you will not use the VO, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement. You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other web site, transfer, or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the VO. This means, among other activities, that you agree not to engage in the practices of “**screen scraping**”, “**database scraping**”, or any other activity with the purpose of obtaining lists of users or other information. You agree that you will not use the VO in any manner which could damage, disable, overburden, or impair the VO or interfere with any other party’s use and enjoyment of the VO. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the VO. You agree that you will not access or attempt to access password protected, secure or non-public content of the VO without written permission from LifeVantage. Unauthorized individuals attempting to access prohibited areas of the VO may be subject to criminal prosecution.

You further agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity (such information being “**LifeVantage Data**”). LifeVantage Data and certain other information about you is subject to the LifeVantage Privacy Policy and Website Use Agreement incorporated into the LifeVantage Agreements. You agree and acknowledge that LifeVantage Data from the registration process is used to provide you with information about LifeVantage and its services. Sensitive information will never be divulged to others without your permission.

Some of your Personal Information from this service may be displayed on the personalized public web pages that you receive from LifeVantage. You can modify your Personal Information by logging into the service and selecting Account Management or by contacting LifeVantage Consultant Support.

Also note that we may be legally forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept your private communications. We cannot ensure that all private communications or information associated with the VO will remain private.

The VO may include a number of venues that enable you to disseminate and exchange thoughts and opinions to and with other members of the public, which thoughts and opinions are subject to the LifeVantage Agreements. LifeVantage is not responsible for the appropriateness, accuracy, sufficiency, correctness, veracity, completeness, or timeliness of your posted thoughts or opinions. Always use caution when posting any personally identifying information about yourself or your family members on the VO.

You, and not LifeVantage, are entirely responsible for all information, data, text, software, music, sound, photographs, messages or other materials you post via the VO. LifeVantage does not control the content posted via the VO and as such, does not guarantee the accuracy, integrity or quality of such content.

**With respect to the content you post on the VO, you agree not to:**

- post, broadcast, upload or otherwise transmit any content unrelated to appropriate subject matters;
- post, broadcast, upload or otherwise transmit any content which is misleading to others, including, but not limited to, consumers;
- post, broadcast, upload or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- post, broadcast, upload or otherwise transmit any content that you do not have a right to post and transmit under any law or contractual or fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- post, broadcast, upload or otherwise transmit any content that constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- post, broadcast, upload or otherwise transmit any materials that contain software viruses, or any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- post, broadcast, upload or otherwise transmit any materials that impose an unreasonable or disproportionately large load on our infrastructure;
- post, broadcast, upload or otherwise transmit any content that is harmful to minors;
- post, broadcast, upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- interfere with or disrupt the VO or servers or networks connected to the VO, or disobey any requirements, procedures, policies or regulations of networks connected to the VO;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchanges, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations have the force of law;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge any headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the VO;
- collect or store personal data about any other individual;
- promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;
- attempt to access the accounts of others, or attempt to penetrate security measures of LifeVantage, its contractors or other entities, whether or not the intrusion results in corruption or loss of data; and/or resell or exploit for any commercial purpose LifeVantage's services by any and all means.

LifeVantage has a zero tolerance Spam policy. Any user who sends Spam emails using any LifeVantage trademark or web site address or the trademarks or web site addresses of any of our contractors may be immediately terminated from any or all VO services provided by LifeVantage or one of our contractors.

Any user who causes damage to our servers or loss of business or otherwise causes interruption from normal service due to violation of this Agreement will be held liable for those damages or loss of business.

For your convenience, the VO may contain content and information from LifeVantage's contractors and/or links to contractor web sites ("**Third-Party Content**"). LifeVantage does not control Third-Party Content and LifeVantage is not responsible for such content, including, without limitation, any link contained in such content, or any changes or updates to such content. LifeVantage provides such Third-Party Content to you only as a convenience, and the inclusion of such content does not imply endorsement by LifeVantage of such content or the affiliate. You may be subject to additional and/or different terms, conditions, and privacy policies when you use third party services, content, software, or sites.

LifeVantage is not and will not be responsible for (i) the terms and conditions of any transactions between you and any third party, (ii) any insufficiency of or problems with any such third-party's background, insurance, credit or licensing, or (iii) the quality of services performed by any such third-party or any other legal liability arising out of or related to the performance of such services. In the event that you have a dispute with any such third-party, you release LifeVantage and its affiliates together with its and their respective directors, officers, employees, contractors and agents of all liability of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE VO IS AT YOUR SOLE RISK. WE AND OUR SUPPLIERS PROVIDE THE VO "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE; (B) LIFEVANTAGE MAKES NO WARRANTY THAT (i) THE VO WILL MEET YOUR REQUIREMENTS, (ii) THE VO WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE VO WILL MEET YOUR EXPECTATIONS; (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE VO IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.**

**LIMITATION OF LIABILITY. IN NO EVENT SHALL LIFEVANTAGE AND/OR OUR CONTRACTOR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA OR PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF LIFEVANTAGE OR ANY OF ITS CONTRACTOR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ARISING OUT OF OR IN CONNECTION WITH (A) THE USE OR INABILITY TO USE THE VO, (B) THE PROVISION OF OR FAILURE TO PROVIDE THE VO, (C) FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE VO OR OTHERWISE ARISING OUT OF THE USE OF THE VO, (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE VO, OR (E) ANY OTHER MATTER RELATING TO THE VO. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE VO, OR WITH ANY OF THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE VO.**

Proprietary Rights for the VO. LifeVantage does not claim ownership of the content you place on any LifeVantage VO site or within any service. By using your LifeVantage VO sites, you grant LifeVantage a worldwide, royalty-free non-exclusive license to (i) host, use, reproduce, modify, distribute, transmit, combine with information provided by third parties, and publicly display your content on and through the VO sites, and co-branded or mirrored versions of such sites, and in LifeVantage promotional or advertising materials, and (ii) sublicense to third parties such content to the extent necessary for the creation and maintenance of, in part or in whole, the VO.

Some VO sites contain copyrighted material and all proprietary rights in that material remains the property of the respective copyright owner. Reproduction, redistribution and transmission of any information contained in this VO is strictly prohibited; however, VO subscribers may download and reproduce materials from the VO for their own personal use.

You agree to indemnify and hold harmless LifeVantage and its, suppliers, affiliates, partners, subsidiaries, employees from any and all claims and demands, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of any information, including but not limited to member information, and your publicly posted information, submitted, posted, or otherwise provided by you to your LifeVantage VO site and/or LifeVantage and/or its affiliates.

All materials on the VO (as well as the organization and layout of the LifeVantage VO) are owned and copyrighted or licensed by LifeVantage, its affiliates or its suppliers. All rights reserved. No reproduction, distribution, or transmission of the copyrighted materials of the VO sites is permitted without the written permission of LifeVantage. Any rights not expressly granted herein are reserved.

LifeVantage reserves the rights at any time and from time to time to modify, discontinue, temporarily or permanently, the VO (or any part thereof) with or without notice. You agree that LifeVantage shall not be liable to you or to any third party for any modification, suspension or discontinuance of the VO.

LifeVantage and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is posted by you or any other party to your LifeVantage VO sites. You further agree that LifeVantage shall have the right to remove content from your member VO sites, your VO account, with or without notice to you, at any time at our sole discretion, if we discontinue offering the content for any reason. You further agree that LifeVantage, in its sole discretion, may terminate your password, your member VO sites, your VO account or your use of the VO for any reason, including, without limitation, if you breach the Agreement, for lack of use, if we are unable to verify or authenticate any information you provided to us, or if LifeVantage believes that you have violated or acted inconsistently with the spirit of the Agreement. We may also terminate your member VO sites and/or VO account if we decide, in our sole discretion, to discontinue offering our services.

This Agreement shall be governed in all respects by the laws of the State of Utah, U.S.A. Both parties submit to exclusive jurisdiction and venue in Utah and further agree that any cause of action arising under the VO shall be brought in a court in Salt Lake County, Utah. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be voided and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or your rights in your VO sites, and any attempt to the contrary is void. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The section titles in the Agreement are for convenience only and have no legal or contractual effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.