

Terms of Service

You are accessing and using the WELL Street service offered through wellstreetusa.com. The WELL Street service, however branded, ("the Service") is provided by WELL Street, Inc. DBA WELL Street, an Illinois corporation, with offices at 207 Ravine Forest Drive, Lake Bluff, IL (the "Company"). This is a legal agreement ("Agreement") between you and the Company and applies to your use of the Service offered through wellstreetusa.com ("Site"). This agreement between you and the Company applies to your use of the Service through the Site even if you access the Site through a third party who does not display the Site's web address. Please read this Agreement carefully. If you wish to use the Service, even if you only browse the Service and do not register, you must agree to these Terms. If you do not agree to the Terms, any use of the Service by you is unauthorized, and you should stop accessing the Service immediately. Your continued use of the Service will constitute assent to these Terms. Registering as a WELL Street user will confirm your assent. By completing your registration and clicking on the "I Accept" button below, you will become a registered user of the Service (a "Registered User") and you agree to be bound by the terms and conditions of this Agreement (the "Terms") for as long as you continue to be a Registered User. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT REGISTER FOR THE SERVICE. If WELL Street needs to make a material change to these Terms, we will provide notice to you by e-mail or by posting on the Service. If you do not agree to the proposed changes, you may (as your sole remedy) discontinue your use of the Service and/or delete your information from our active files.

1. The site does not provide medical advice.

All the contents of the Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should ask your doctor about any medical condition. Do not disregard professional medical advice or delay seeking it because of something you have read on the Site! If you think you may have a medical emergency, call your doctor or 911 immediately. Reliance on any information provided by WELL Street, WELL Street employees, others appearing on the Site at the invitation of WELL Street, or other visitors to the Site is solely at your own risk. The Site may contain health- or medical-related materials that are sexually explicit. If you find these materials offensive, you may not want to use it.

2. Children's privacy.

WELL Street complies with the requirements of the Childrens Online Privacy Protection Act (COPPA) and the FTC's Rule interpreting COPPA (16 CFR § 512). This Site is not directed to children and we do not knowingly collect any personally identifiable information from children under 13 years of age through this site.

3. Exclusive use.

Your account is for your sole, personal use, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity.

4. Online conduct.

As a Registered User, you agree that:

a. You are solely responsible for the content or information you publish, display or otherwise communicate in any manner (hereinafter, "post") on the Service, or transmit to other Registered Users.

b. You will not post on the Service, or transmit to other Registered Users, or otherwise communicate any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).

Furthermore you will not take actions to promote the physical harm or harassment of another person, engage in or promote spamming, provide information that you know is illegal, false or misleading, or designed to exploit those under 18 or otherwise provide instructional information about illegal activities including without limitation making or buying illegal weapons, identity theft, violating another's right to privacy or providing or creating malicious computer programs (malware).

c. You will use the Service in a manner consistent with any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. You are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a "Specially Designated National", or (iii) placed on the Commerce Department's Table of Deny Orders. Membership in, and use of, the Service is void where

prohibited.

d. You will not provide inaccurate, misleading or false information to the Company or to any other Registered User. If information provided to the Company, or another Registered User, subsequently becomes inaccurate, misleading or false, you will promptly notify the Company of such change.

e. You will only create one unique profile with the Service.

f. You will not engage in advertising to, or solicitation of, other Registered Users to buy or sell any products or services through the Service. You will not transmit any chain letters or e-mails that offer or promote commercial goods, services, business opportunities or the like to other Registered Users.

g. You will not post, copy, modify, transmit, show in public or private, create any derivative works from, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

h. You are solely responsible for your interactions with other Registered Users. You agree to take normal precautions when meeting individuals through the Service.

i. You understand that the Company makes no guarantees, either express or implied, regarding your Well-Being through the Service.

j. You will promptly report to the Company any violation of the Terms of this Agreement by other Registered Users.

k. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Service. The Company has the right to remove any such material that in its sole opinion violates, or is alleged to violate, any applicable law or either the letter or spirit of this Agreement. Notwithstanding this right of the Company, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SERVICE AND IN YOUR PRIVATE E-MAIL AND OTHER MESSAGES.

5. Online third party content.

Opinions, advice, statements, offers, or other information or content made available by third parties through the Service are those of their respective authors, and you rely on such content at your own risk. The authors are solely responsible for such content. THE COMPANY DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION ON THE SERVICE, AND (ii) ADOPT, ENDORSE NOR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN THE COMPANY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICE, OR TRANSMITTED TO OR BY ANY REGISTERED USERS.

6. Dealings with advertisers.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, including the sharing of the information you supplied to the Company with advertisers, or as the result of the presence of such advertisers on the Service.

7. Unauthorized users.

It is possible that other Registered Users or unauthorized users may post or transmit offensive or obscene materials on the Service and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to collect personal information about you that you make publicly available through the Service, and to use such information to harass or injure you. Please carefully select the type of information that you post on the Site's public forum (such as web chats, blogs, and community forums) or release to others. The Company is not responsible for use by third parties of any personal information that you disclose on the Site's public forum.

8. Proprietary rights.

a. The Company owns and retains proprietary rights in the Service. The Service contains copyrighted material, trademarks, and other proprietary information of the Company, its licensors and licensees. In addition, other Registered Users may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which you have been given permission, you agree not to copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

The names "WELL Street" and the WELL Street Logo are trademarks of WELL Street or its affiliates and may not be used in connection with the products or services of others in any manner that is likely to cause confusion. All other trademarks not owned by WELL Street that appear on this site are the property of their respective owners.

b. By posting information or content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to the Company and other Registered Users an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, publicly perform, publicly display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing.

9. Confidentiality.

WELL Street takes commercially reasonable precautions to protect your information. Users of the Site expressly agree to the terms set forth in the WELL Street privacy policy, which describes how we may collect, use or disclose your information when you use the Service. This includes your agreement that WELL Street may disclose your Personal Information to third parties who provide disease management, health management, behavioral coaching, or similar wellness-related services ("Third Party Wellness Providers"). These Third Party Wellness Providers are separate and distinct entities completely independent from WELL Street. These Third Party Wellness Providers may contact you to market their services to you. If you agree to accept the services offered by the Third Party Wellness Provider, such agreement is solely between you and the Third Party Wellness Providers. WELL Street is not responsible for the privacy practices of the Third Party Wellness Providers.

Except as otherwise provided in this Agreement and the WELL Street privacy policy, WELL Street will make a commercially reasonable effort to keep confidential all information supplied to us by you, including credit card number(s) and other financial information, and shall use or disclose such information consistent with the WELL Street privacy policy. If you choose to accept any offers from third-party advertisers made through WELL Street, the Company may supply the advertiser with information you provided to Company, including billing information. For additional information about the collection and possible use of information provided by you, please consult the Company's privacy policy. The personal information you submit to WELL Street is governed by the WELL Street privacy policy. To the extent there is an inconsistency between this Agreement and the WELL Street Privacy Policy, this Agreement shall govern.

10. Passwords.

WELL Street has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person has access to your WELL Street passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your WELL Street account and password; and (3) promptly inform WELL Street of any need to deactivate a password. You grant WELL Street and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. WELL Street cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using WELL Street tools and services.

11. Warranties.

a. THE COMPANY PROVIDES THE SERVICE ON AN "AS IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

b. The Company does not warrant that your use of the Service will be secure, uninterrupted, always available, error-free or will meet your requirements, or that any defects in the Service will be corrected. THE COMPANY DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICE.

12. Limitation of liability.

a. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE COMPANY'S AGGREGATE LIABILITY, ON ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT. THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES RESULTING FROM ANY CORRESPONDENCE OR BUSINESS DEALINGS WITH THIRD-PARTY ADVERTISERS OR RESULTING FROM THE PRESENCE OF SUCH ADVERTISERS ON THE SERVICE. Notwithstanding the foregoing, the potential liability of WELL Street to you for any cause and under any legal theory will be limited to the amount paid by you, if any, to WELL Street for your use of the Service.

b. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THIS SERVICE OR PERSONS INTRODUCED TO YOU BY THIS SERVICE. YOU AGREE TO ASSUME THE RISK OF YOUR INTERACTIONS WITH ANY THIRD PARTIES, INCLUDING REGISTERED USERS, THROUGH THE SERVICE.

13. Indemnity by Registered User.

You agree to indemnify, defend and hold harmless WELL Street and its officers, directors, agents and employees from and against all fines, suits, proceedings, claims, causes of action, demands, or liabilities of any kind or of any nature, including attorneys' fees, arising out of or in connection with your use of the Service, including any breach by you of the terms of this Agreement.

14. Complaints.

To resolve a complaint regarding the Service, you should first contact the Company via email to wellstreetusa.com.

15. Termination.

Either you or the Company may terminate your account at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. The Company reserves the right immediately to suspend or to terminate your access to the Service, without notice, if in Company's sole discretion it believes you have violated any Section of this Agreement which is brought to the Company's attention. In the event your access to the Service is suspended due to the breach of this Agreement, you agree that all fees then paid to the Company by you shall be nonrefundable. Following any termination hereof, the Company reserves the right to send a notice that you have been terminated to other Registered Users.

16. Death or disability.

a. If by reason of death or disability you are unable to receive all services for which you contracted, you and your estate may elect to be relieved of the obligation to make payments for services other than those received before death or the onset of disability, except as provided in paragraph (3).

(1) If you have prepaid any amount for the Service, so much of the amount prepaid that is allocable to services that you have not received shall be promptly refunded to you or your representative.

(2) "Disability" means a condition which precludes you from physically using the Service during the term of disability and the condition is verified in writing by a physician designated and remunerated by you. Written verification from the physician must be presented to the Company.

(3) If the physician determines that the duration of the disability will be less than six (6) months, Company may extend the term of the contract for a period of six (6) months at no additional charge to you in lieu of cancellation.

17. DMCA Copyright Notice and Takedown Policy.

If you are a copyright owner and you believe your work has been copied and used improperly on our Site, please contact our copyright compliance officer. Please provide the following information: (1) physical or electronic signature of a person authorized to act on behalf of the copyright owner; (2) description of the work you claim has been infringed and the location of the alleged

infringement on the WELL Street Site; (3) your contact information including address, telephone number and e-mail address; (4) a written statement that you have a good faith belief the accused usage is infringing; and (5) a statement by you under penalty of perjury that the information in the notice is accurate and that you are duly authorized to act on behalf of the copyright owner.

Contact our copyright compliance officer: Copyright Compliance, c/o WELL Street. P.O. Box 155, 207 Ravine Forest Drive, Lake Bluff, IL 60044.

18. International Use.

The Site and Services, including the information provided on the Site, are designed for and intended for users in the United States. We make no representation that the Site or Services are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Site and Services from territories where the content is illegal is prohibited. If you choose to access the Site and Services from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

19. General provisions.

You agree that Illinois law (regardless of conflicts of law principles) shall govern this Agreement, and that any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts in the Illinois Northern District, other than for actions to enforce any order or judgment entered by such courts.

This Agreement, accepted upon registration for the Service, contains the entire agreement between you and the Company regarding the use of this Service. Unless otherwise explicitly stated, the terms will survive termination of your registration to the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of Company's third business day following the date of this contract, excluding Sundays and holidays. To cancel this Agreement, mail or deliver a signed and dated cancellation notice or send us a telegram, which states that you, the buyer, are canceling this Agreement, or words to similar effect, to:

WELL Street
Attn: Cancellations
207 Ravine Forest Drive
Lake Bluff, IL 60044