

Membership Agreement

Please read through this Membership Agreement (the "Agreement") carefully. To become a member of the Virgin Pulse program (the "Program") offered by Virgin Pulse ("Virgin Pulse" or "we" or "us"), and to enjoy the use and benefit of the products and services provided through the Program, you must accept the terms and conditions in this Agreement. Some terms and conditions of this Agreement may be modified by Virgin Pulse from time to time, and your consent to any substantive change shall be obtained via click through consent prior to your next log into enable you to determine whether you wish to continue to participate in light of the changes. You may have been provided access to the Program by a sponsoring organization ("Sponsor"), for example, your employer, your partner's employer, etc. If you use the Virgin Pulse member website (the "Website") located at <https://www.virginpulse.com/login> after a change notification, you will be bound by the then current agreement.

BENEFITS AND REWARDS

1. Rewards. As a Program member, you will be eligible to earn points ("Points"). Points will be awarded no more than fourteen (14) days after a qualifying activity or task is actually performed on the website or uploaded via a device. Points are reset to zero (0) at 12:00 a.m. on the day after the end of the program period as determined by your Sponsor. As a Program member, you may, depending upon your program design, earn cash value ("PulseCash"), which can be redeemed for gift certificates and other rewards. The Rewards section of the Website will contain the most recent information about how to earn and redeem Points and PulseCash. These may change from time to time. PulseCash is non-transferable and expires if not used within two (2) years from the date earned. PulseCash cannot be redeemed once your membership and this Agreement terminate (see Section 8: Termination). All gift card orders and check redemption orders, where applicable, are final. Rewards may be supplied by VP reward partners who agree to sell gift certificates, products and services to Program members in exchange for PulseCash. Rewards may be shipped directly to you by the VP reward partner or by Virgin Pulse. You will be responsible for any sales tax, shipping charges, and handling fees. Depending on the reward, special terms and conditions may apply. Rewards may not be eligible for exchanges or refunds according to the VP reward partner's return policy. Certain limitations may apply. You may also be eligible to earn additional rewards provided by your Sponsor and at your Sponsor's sole discretion. VP will not be responsible for providing or exchanging additional rewards offered by a Sponsor.

2. Activity Trackers. As a Program member, you may (a) receive a Virgin Pulse personal activity tracking device ("MAX"); or (b) use or purchase another compatible device. Virgin Pulse will replace a MAX device (excluding battery) that is deemed defective within one year of the date that you receive it. After the one year time frame, to replace a lost MAX or a MAX that no longer functions, you must purchase a new MAX from the Website. All MAX orders are final at the time the order is submitted. MAX orders cannot be cancelled or refunded after the order has been placed and submitted online. The MAX device cannot be returned for a refund. MAX Sync software to operate the MAX can be downloaded from the Website. Minimum IT system requirements for operating the MAX with the MAX Sync software can be found on the

Website. For all other compatible devices used with the Program, the device manufacturer's warranty will apply.

3. Health Station measurement stations. Health Station units are measurement stations that capture your health and fitness data. Where available, you may receive access to a Health Station measurement station in your local area at no additional cost.

4. Information. You agree that all personal information provided by you, specifically including, but not limited to, information related to your health and fitness, will be true, accurate and complete to the best of your actual knowledge. You will update your personal information online as it changes. The Program is designed to monitor and record certain physical activity; as such you agree that you will utilize the Program as intended and not modify or falsify information, activity session data or inappropriately use the MAX or Health Station. Virgin Pulse reserves the right to review your activity information for abnormalities and make appropriate adjustments if such review, in Virgin Pulse's sole judgment, shows Program abuse.

5. Third Party Analytics. We have engaged Inspectlet to analyze the activities of members to assist us in future product development and enhancement our Website, and Inspectlet's authorized use of cookies and other tracking technologies enable it to have access to certain information of members to the Website. Such access to and use of such information by Inspectlet is governed by Inspectlet's Privacy Policy which can be seen here at <https://www.inspectlet.com/legal#privacy>. In no event will Inspectlet obtain any data or information that identifies or could identify you; any and all information and data obtained pertaining to your activities shall be in unidentifiable form, and we will ensure that to be the case. Any part of the Inspectlet Privacy Policy that would allow otherwise is inapplicable. We will make sure that Inspectlet agrees to the same these terms.

6. Virgin Pulse Partners. We have partnered with industry leading wellness providers to ensure that your Program experience is complete. In certain instances, use of such partners' websites shall require you to use and enter data on those partners' websites. For example, if your Sponsor has purchased the Health Assessment module, when you complete the Health Assessment, you will be doing so on the www.wellsource.com website and you shall be subject to the privacy policy and terms of use of that website. Other partners include Zipongo, Inc. (provider of parts of our nutrition module) and SelfHelpWorks.com, Inc. (provider of our coaching module). To the extent that any of your private information is comprised of Protected Health Information (as that term is defined under HIPAA), we will ensure that we and all wellness providers with whom we have partnered and who receive or have access to your PHI comply with all applicable laws, regulations and rules pertaining to the same.

7. Your Health. **ALWAYS CONSULT WITH YOUR PHYSICIAN BEFORE STARTING ANY EXERCISE PROGRAM.** By participating in the Program, you certify that you are healthy and that your physical condition allows you to perform moderate to intense exercise. If you experience any physical symptoms such as abnormal or sudden blood pressure changes, fainting, dizziness, or irregular heart beat or any other physical symptoms which seem abnormal to you while participating in the Program, stop exercising immediately and consult your doctor without delay. If you have a disability that limits your participation in the Program, or if you

have a medical condition that makes it unreasonably difficult (or medically inadvisable to attempt) to achieve a standard for earning Points or PulseCash, please have your physician complete and submit the Physician Verification Form (available from the Virgin Pulse Call Center) and we will determine an alternative way for you to earn Points and PulseCash, consistent with the ADA and any other applicable laws. The information provided by Virgin Pulse's teams of exercise specialists is for educational and informational purposes only and should not be considered medical advice, diagnosis or treatment. **YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ AT A VIRGIN PULSE HEALTH STATION, OR ON ANY VIRGIN PULSE WEBSITE, OR LEARNED THROUGH YOUR PARTICIPATION IN THE PROGRAM.** If you have any healthcare-related questions, please call or see your physician or other qualified health care provider without delay. Virgin Pulse shall not be liable for any diagnostic or treatment decision made by you in reliance on any information provided by Virgin Pulse (e.g., at a Health Station, on the Website or through the Program). Should any unexpected medical event occur while you are participating in the Program, please seek medical advice, diagnosis or treatment without delay.

8. Termination. If you decide to cancel your Program membership, you must call the Virgin Pulse Call Center and complete the Virgin Pulse cancellation process. Your membership and this Agreement will terminate thirty (30) days after Virgin Pulse receives your cancellation. If (a) you cancel your Program membership, (b) Sponsor cancels your Program membership, (c) you are no longer eligible, or (d) if your Sponsor no longer offers the Program, Virgin Pulse will notify you via the Website and by email, and your membership and this Agreement will automatically be terminated thirty (30) days after such notice and will include requirements for redemption of unredeemed Points and PulseCash. Upon termination of your membership and this Agreement, by any means, you will (i) no longer be able to participate in the Program; (ii) no longer be entitled to receive any benefits or to earn any Points; and (iii) no longer have access to the Health Stations or Website. You will have thirty (30) days from the date of termination to redeem any unredeemed Points or PulseCash that remain in your account; after this redemption period expires any unredeemed Points and PulseCash will become the property of Virgin Pulse.

9. Ownership and Permitted Uses of the Website. The Website (including any and all content, material, page headers, custom graphics, button icons, and scripts and the presentation, arrangement, coordination, enhancement and selection of such and other information in text, graphical, video and audio forms, images, icons, software, designs, applications, data, and other elements available on or through the Website) is the property of Virgin Pulse or its respective owners, as the case may be, and is protected by U.S., Canadian and international copyright, trademark and other laws. Your use of the Website does not transfer to you any ownership or other rights in the Website or its content. You may use the Website only in the manner described expressly in this Agreement and subject to all applicable laws. Using the Website for any other purpose or in any other manner is strictly prohibited. Virgin Pulse hereby grants you a personal, limited, revocable, non-transferable, non-assignable and non-exclusive license to access, read and print the content of this Website for your personal, non-commercial, and not-for-profit use only. You may not modify any of the pages, nor remove or alter any visible or non-visible identification, marks, notices, or disclaimers. The Website and its content may not

be copied, imitated, reverse engineered, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of Virgin Pulse. You may not use any of the software that is used in the operation or provision of the Website except while you are using the Website in accordance with this Agreement.

10. Trademark Information. VIRGIN PULSE and VIRGIN & Design and other marks and logos appearing on the Website are registered and unregistered trademarks, or trade names owned by Virgin Enterprises Limited and used under license (collectively "Marks"). Other product and company names and logos appearing on the Website may be registered or unregistered trade-names or trade-marks of their respective owners. Any use of the trade-names, trade-marks, and logos displayed on the Website, or any word, term, name or symbol that is likely to cause confusion with respect to the user's connection or association with Virgin Pulse or its approval or sponsorship of the user's products, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Website.

11. Liability and Indemnity. Except as expressly provided in this Agreement or prohibited by law, any equipment, software, goods or services made available to you by Virgin Pulse, Virgin Pulse reward partners or Health Station access providers under this Agreement, including but not limited to the Health Stations, MAXs and Program rewards, are provided "AS IS" and "WITH ALL FAULTS." To the extent permitted by law, Virgin Pulse expressly disclaims all warranties and conditions with respect to such equipment, software, goods and services, either express or implied or statutory, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

12. Personal Information. During the course of your membership in the Program, Virgin Pulse may obtain certain personal information (including through Health Stations and Personal Activity Trackers or via the Health Assessment module) about you including, but not limited to, information about your health, fitness and related activities, your email address, your physical address, your credit card number and other information. You understand that in order to provide services, benefits, rewards, and otherwise maintain the Program, Virgin Pulse may need to share this personal information (but not sell it for any purpose) with companies specifically involved in the Program, including your Sponsor (except that your Sponsor will not receive any of your Protected Health Information as defined under HIPAA unless otherwise authorized to do so), and with companies that your Sponsor or health plan may work with to assist in their business operations, and you hereby consent and authorize Virgin Pulse to collect, use and share such information as it deems necessary or appropriate, subject to the terms and conditions of Virgin Pulse 's Privacy Policy found at <http://www.virginpulse.com/privacy-policy/>. Please note that Virgin Pulse staff may also have access to your personal information so they may contact you regarding your participation in the Program. You may become "Friends" with another member of the Program that is within the same sponsoring organization. If you are "Friends" with a member, that member will have access to some of your information, including (a) certain portions of your profile, (b) the number of steps you have taken in any applicable challenge and (c) activity data related to your participation in the program. Please note that Virgin Pulse staff may also have access to your personal information so they may contact you regarding your

participation in the Program. Virgin Pulse agrees to comply with all applicable laws, regulations, rules and the like with regard to access, use, sharing and maintenance of your personal information (including PHI).

13. Assignment. You may not assign any of your rights nor delegate any of your obligations under this Agreement to any person. Except in the case of merger or acquisition, Virgin Pulse shall not assign any of its rights or delegate any of its duties under this Agreement without the express permission of Sponsor.

14. Diagnosing Problems and Providing Support. From time to time, you may encounter a technical or other problem in inputting or retrieving your personal information. You agree to make your account details and personal information available to Virgin Pulse to enable Virgin Pulse to diagnose and resolve the problem. Web and Mobile App access is available 24/7, and we will notify you of any scheduled downtime so that you can plan accordingly. Virgin Pulse's customer support team is available to assist you via toll-free telephone and email Monday – Friday, 8 AM – 9 PM Eastern Time. Live Chat is available Monday – Friday, 8 AM – 6:30 PM Eastern Time. Also, you may be able to obtain answers to some of your questions from the information contained on our web site.

15. General. No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party.

All provisions of this Agreement that consist of or relate to notices, ownership of intellectual or other property, confidentiality obligations, limitations of liability, disclaimers, or any prohibitions or restrictions respecting any access to, use of, or other activities concerning the Website or any Website content, shall survive the revocation, expiration or termination, in whole or in part, of this Agreement, or any license hereunder or thereunder, however and whenever occurring.

Any rights not expressly granted by this Agreement are reserved to Virgin Pulse.

Privacy Policy

Privacy and Cookies Policy

Virgin Pulse, Inc. ("Virgin Pulse," "we" or "us") is committed to protecting your privacy. This Privacy Policy explains our data practices regarding the Personal Information we collect about you in connection with our services and what steps you can take to protect that information.

Collection and use of personal information

Information E-mails

Additional information

Information sharing

Access

Anonymous information

Cookies

Security

Data storage and Safe Harbor Certification

Deletion of your Account

External links

Your rights

Changes to this Privacy Policy

Contacting us

Collection and Use of Personal Information

To enable us to provide quality services to you, we need to collect and keep Personal Information about you. "Personal Information" means any information concerning the personal or material circumstances of an identified or identifiable individual. We collect Personal Information through your use of the Software and related services such as the Virgin Pulse Activity Tracking Devices (hardware devices distributed by Virgin Pulse which can be connected with our services), the Biometric Tracking Kiosks (tracking stations located e.g. at your employer), and information you provide related to your use of the website and mobile applications (e.g. through the use of cookies).

Your Personal Information includes your:

- contact Information, such as your name, address, e-mail address, phone number that you provide when you enroll as a user of the website, upload or submit activity information or any material via the website or request any information;
- login and password details in connection with your account sign-in facility;
- gender and age when you enroll and in connection with your account profile;
- credit card information;

- information collected through the use of our Software and related services about your health, fitness and related activities including technical information from your fitness device ;
- record of your participation in activities and challenges and your rewards;
- information you post in the form of comments or contributions to discussions; and
- communications you send us to submit queries or comments regarding the website or its content.

You are under no obligation to provide any such information. However, if you should choose to withhold specific information, we may be unable to provide you with certain services.

We will use your Personal Information only for the purpose of providing our services to you including to:

- administer your account with us;
- identify you when you sign-in;
- track your program progress, determine your eligibility for rewards, as well as provide you with information that you may find helpful;
- analyze on an anonymous, aggregated data basis the use of the website and the people visiting in order to improve our content and services including research into our users demographics; and
- send you information which you have requested from us.

Informational E-mails

Virgin Pulse may send you e-mails or newsletters with information and offers about the Virgin Pulse platform and services. You can object to such communications free of charge at any time by sending an e-mail to privacy@virginpulse.com.

Additional Information

When you visit the website we may automatically collect additional information such as the type of internet browser or mobile device you use, your IP address (the unique address that identifies your device on the internet) and the operating system of your device which is automatically recognized by our web server.

Information Sharing

In general, we will use and disclose your Personal Information to administer our services to you including, at times, disclosing your Personal Information to agents or contractors that work on our behalf and assist us in providing and supporting the services we offer through the website including processing transactions, fulfilling requests, analyzing data, or helping us to communicate with our members. We may also disclose your Personal Information if you have expressly consented to this.

In addition, we may use your Personal Information, in connection with your participation in our services and your possible participation in other similar services that may be offered to you by your employer or entities with which your employer contracts, for the following general purposes:

- (i) to coordinate enrollment in, and education about, the services available to you,
- (ii) to ensure that you receive appropriate rewards for participation in our services and other similar services provided by your employer or entities that contract with your employer,
- (iii) to evaluate the overall quality of the rewards program(s) in which you may participate; and
- (iv) to assess your eligibility for other programs that your employer, or contractors on behalf of your employer, may offer.

To the extent you participate in any wellness challenges or competitions that we sponsor, please be aware that your name and performance information will be available to other wellness challenge or competition participants and, provided you expressly consent to this, to your employer.

Except as described in this Privacy Policy, we will not sell, rent, or make available your Personal Information to third parties without your permission.

In the event that we undergo re-organization or are sold to a third party, any personal information we hold about you may be transferred to that re-organized entity or third party in accordance with applicable law. You acknowledge that such acquisitions may occur, and that any acquirer of Virgin Pulse or its assets may continue to use your Personal Information as set forth in this Privacy Policy.

Virgin Pulse may disclose your Personal Information (a) if legally entitled or required to do so (for example if required by law or by a court order or other judicial or administrative proceeding, (b) as otherwise required under any applicable law, rule, or regulation, and (c) if we believe, in good faith, that such disclosure is necessary to protect or defend our rights or those of others or to assist in the investigation or prevention of illegal activity.

The website makes message boards and messaging forums available to its members. Any information that is disclosed in these areas may become public information and you should exercise caution when using these and disclosing your personal information.

Access

You will have access to your Personal Information on the website. If your Contact Information is inaccurate or outdated, you can correct it any time through the 'my account' section of the website.

Anonymous Information

We may create “Anonymous Information” records from the Personal Information records by excluding your Contact Information, or excluding any other information that could link the Anonymous Information back to you. We may use this Anonymous Information for internal purposes, such as analyzing patterns in the program usage, so that we may enhance the services. We reserve the right, subject to applicable law, to use and disclose any Anonymous Information at our discretion. For example, we may share Anonymous Information with other partnering organizations for purposes of research and program analysis. You are welcome to request the names of such partnering organization from us at any time. We use this Anonymous Information to analyze and understand demographics trends, customer behavior patterns and desires, and information that may enrich the content and quality of our member programs.

If you are a member of the Virgin Pulse Program through your employer's participation in one of our programs, we may (a) share Anonymous Information with your employer in an anonymous aggregated or group format, and (b) provide your Personal Information in an anonymous aggregated or group format to third parties (“Analytics Processors”) that process that Personal Information to generate Anonymous Information and analytical information related to that Anonymous Information to be shared with your employer. Your employer will not be able to use such Anonymous Information to directly identify you. Your employer may use this Anonymous Information in its discretion, including to evaluate the program overall as well as provide additional benefits, programs, and services. The Analytics Processors do not have any independent right to use your Personal Information except to provide services to generate the Anonymous Information and analyze the information to generate general analytical information. You are welcome to request the names of such Analytics Processors from us at any time.

Cookies

The website also uses cookies or similar technology to collect information about member's access to the website.

Cookies are pieces of information that include a unique reference code that a website transfers to your device to store and sometimes track information about you. A number of cookies the website uses last only for the duration of your session on the website and expire when you close your browser. Other cookies are used to remember you when you return to the website and will last for longer.

We use cookies to:

- remember that you have used the website before; this means we can identify the number of unique visitors we receive and manage capacity;
- allow you to navigate the website more quickly and easily;
- remember your login session as you move from one page to another within the website;
- store your settings and preferences;
- customize parts of the content of the website to reflect your targets and awards; and
- collect statistical information about how you use the website so that we can improve the website and our content.

Some of the cookies used on the website are set by us and some are set by third parties who are delivering services on our behalf.

Most computer and some mobile device browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. You can also learn more about cookies by visiting www.allaboutcookies.org which includes useful additional information on cookies and how to block cookies using different types of browser. Please note that by blocking or deleting cookies you may not be able to take full advantage of the website.

The table below provides more detail about specific cookies issued through this website.

Category:	Vendor:	Purpose:	Where Online:
Performance:	CloudFlare	To serve static content securely from Cloudflare's global CDN network	All pages of our websites
	New Relic	Allow us to measure site performance	All pages of our websites
	Google Analytics	Provides visitor behaviors and actions which allows us to understand how these visitors are interacting with the site, which	All pages of our websites and mobile app.

		allows us to communicate appropriately with them, both online and offline.	
	Crittercism	Allow us to collect mobile app error information through Crittercism.com	All pages of our mobile app
Functionality:	Filepicker.io	Allow us to offer our customers ability to upload photo files to the web site	All pages of our websites
	snapengage.com	Allows us to offer customers to email one of our Customer Service agents online.	Specific pages of our websites. Currently being surfaced on our Platform 2.0 pages.
	Virgin Pulse	Uses a number of cookies to help maintain user experience, such as language preference	All pages of our websites and mobile app
Targeting:	Bizographics	Cookies are used by the partner to track performance of marketing campaigns and recognize you on third party websites, to ensure marketing messages are as relevant as possible.	In various places across the Virgin Pulse website.

Security

Virgin Pulse follows reasonable physical, electronic, and managerial procedures to safeguard and secure your Personal Information. However, no company, including Virgin Pulse, can fully eliminate security risks associated with Personal Information. Among the security measures taken is a login process requiring a password and username that you select and a firewall

protecting our hosting server. Virgin Pulse will retain your password and username as part of your Personal Information, but will not share this information with anyone. Please be advised that you are responsible for keeping your password and user name confidential and secure from unauthorized persons.

The Virgin Pulse website may contain links to other websites that are not owned or controlled by Virgin Pulse. The provision of such links is for your convenience and does not signify our endorsement of such websites or their contents. We have no control over and are not responsible for the privacy policies governing such other websites or the content displayed on such other websites.

It is advisable to close your browser when you have finished your session to help ensure others do not access your personal information if you use a shared computer or a computer in a public place.

Data Storage and Safe Harbor Certification

Your data will be processed and held by Virgin Pulse at Sungard Data Center, located in Philadelphia, Pennsylvania in the United States of America, and as such, it may be subject to U.S. laws and it may be accessible to the U.S. government, tribunals, law enforcement and regulatory agencies. The level of data protection established in the United States of America is lower than the one established within the European Union. We will take measures to ensure that your Personal Information is stored safely with us; in particular, we are Safe Harbor certified and adhere to the Safe Harbor Principles. The Safe Harbor Principles are designed to prevent accidental information disclosure or loss. The Safe Harbor Principles were developed by the US Department of Commerce in consultation with the EU. For more information on the Safe Harbor Principles please consult <http://export.gov/safeharbor/>.

Deletion of your Account

If your membership is terminated for any reason, we will delete your Contact Information so that we retain only Anonymous Information in our databases, unless we are obliged to store your Personal Information for legal or billing reasons.

Your rights

You have a legal right under data protection law to a copy of all the information held about you by us. On request we will provide you with a copy of this information. You also have a right to correct any errors in that information. As mentioned above, you have a right to prevent the use of your personal information for direct marketing purposes.

Changes to this Privacy Policy

This Privacy Policy is subject to change from time to time. We will post any revised version of the Privacy Policy on the Virgin Pulse website. If we make material changes to it, we will also

send you an email to the last e-mail address you provided to us. Any amended Privacy Policy will be effective seven (7) calendar days after posting for existing members.

Any changes to this Privacy Policy may affect our use or disclosure of Personal Information collected prior to the changes. If you do not agree to any of the changes, you must notify us prior to the effective date of the changes that you wish to terminate your membership with us. Continued use of our Software and related services following such notice of such changes shall indicate your acknowledgement of such changes.

Contacting us

Please submit any questions, concerns or comments you have about this privacy policy or any requests concerning your personal data by email to privacy@virginpulse.com or via the 'contact us' section of this website.

Revision Date: January 2016

Data Sharing Agreement

Consent declaration (required in response to European Union data privacy laws)

Virgin Pulse Inc. (“VP”), with a registered office and servers in the United States of America offers an employee health program that encourages healthy lifestyle changes (the “Program”). For the sole purposes of the operation of the Program and for offering the respective services of the Program to me, VP will collect, process and use my personal data that I actively introduce into the VP Program (“Personal Data”) and such data will be stored on VP servers located in the United States. The Personal Data may encompass sensitive personal health data. In particular, inter alia, the following data will be collected, processed and used, if introduced by me: name, gender, date of birth, address, phone numbers, email address, password, height, weight, body fat, blood pressure, glucose, cholesterol levels, triglycerides, waist circumference, steps made, active minutes, foods consumed, calories consumed and burned, duration of certain exercises, walking distance, heart rate. I freely consent to such collection, processing and use of my Personal Data as described above, which I can revoke at any point in time by contacting member services to close your account.