

Viv Lifestyle Services

Terms of Service

INTRODUCTION: Your Viv Lifestyle Services (MediCall, ConSeal, CreditWatch, TechRescue, CloudCache, RoadSide and/or GetAway) are services provided by third party partnerships and sold by **Just Viv, LLC** ("Company"). Our partnerships with third-party service providers such as Ocenture, LLC and SaveOnResorts.com, LLC ("Third Party"), and **Just Viv, LLC** ("Company" or "Viv") allow us to provide you with access to third-party products and services. **Company** will bill you for the services, as provided herein, and provide you access to the services through a password-protected online site ("Site" or "Website"). Our Third-Party partners are the party responsible for provision of the services you've selected.

BILLING TERMS AND CONDITIONS:

By signing up for Lifestyle Services, either as a single service subscription, or as a bundle of any quantity, you expressly signify and acknowledge that you have read, understood and agree to these Terms and Conditions ("Terms") and agree to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree to these Terms, do not enroll for the services or continue to use the product site. **Company** reserves the right, in its sole discretion, to change, modify, add, or remove portions from these Terms and Website at any time. Your use of the **Company** Website means you accept the **Company's** Privacy Policy and any changes to such policy. Only that content approved by **Company** in its sole discretion may be published on this Website.

You agree and hereby authorize **Company**, its agents and employees, to provide your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties for provision of services. You waive any and all claims against **Company**, and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information.

While enrolling for the products and/or services, we will ask you for the following types of information: contact information (such as name, address, phone number, and e-mail address); sensitive information (such as date of birth, driver's license number and social security number); personal information to verify your identity and financial information (such as credit card number). This information may be required in order to verify your identity, charge you the agreed upon fees for our products and services, and to fulfill our obligation to provide our products and services to you, including communicating with third parties as necessary to provide such products and services, such as identification verification companies, Subscriber reporting agencies, payment validation companies, law enforcement agencies, or others.

1. Billing, Pricing and Payment

1.01. THIS PRODUCT IS BILLED AS A SUBSCRIPTION SERVICE. Subscription Services are billed, as applicable, on the monthly or annual anniversary date of enrollment in the Subscription Services, and when applicable, following any free trial periods. Recurring Subscription Fee will be billed each month on the same calendar day ("Billing Date") as the initial enrollment date.

1.02. PRICING AND FEES. Our fees and charges for any Subscriptions, Corporate Plans, Products, other Services or Software are supplied to you during the ordering process or via the

Website or over the telephone. You agree to pay the agreed upon charges applicable to your selected Services, as well as any, applicable taxes and other charges including but not limited to activation fees, minimum service fees, no-show fees, fail to cancel fees, termination fees, other nonrecurring charges, and set-up fees. You also agree to pay any additional charges or fees applied to your account, including but not limited to, late payment penalties, overage charges, charges due to insufficient credit or insufficient funds, and restocking fees. When you agree to them, set up fees, activation fees, installation fees and other non-recurring fees, if applicable, will be paid for by you prior to Service provisioning. Certain Services, Software, or Products involve monthly or annual recurring Subscription charges that are disclosed to you and accepted by you at the time you enroll ("Subscription Services"). Subscription Services are pre-paid for each renewal term (month-ly or annual) and are billed, as applicable, on the monthly or annual anniversary date of enrollment in the Subscription Services ("Billing Date"), and when applicable, following any free trial periods.

1.03. RENEWAL. Subscription Services automatically renew WITHOUT notice to you unless you timely notify us. You can cancel anytime by calling 833-VIV-LIFE (833-848-5433). We or our designated agent may bill you directly, charge your existing third party account or charge your credit or debit card (collectively "Form of Payment") as you request and as approved by us. We reserve the right to charge outstanding service fees up to six (6) weeks after the conclusion or termination of service.

1.04. DECLINED CARDS. If a credit card is declined on the Billing Date, a second attempt to charge the card will occur 72 hours later. If the second billing attempt is declined, a third and final attempt to charge the card will occur 72 hours later. If the third billing attempt is declined, and no replacement card has been entered, the Subscription and access to the Website will be suspended. If the credit card is accepted on any billing attempt, the Subscription Billing Date will remain the same as the original date for subsequent months.

1.05. SUSPENDED ACCOUNTS. Once suspended, you may provide an alternate credit card for successful billing anytime until the next Billing Date in order to remove the account from suspension and again access to the Products and Services benefits and this Website without penalty. If you do not provide a valid credit card to bring the account current for future billing by the next Billing Date following suspension, your account and access to this Website will be canceled.

1.06. THIRD PARTY BILLING. Certain Products, Services, Subscription Services, and Purchases are not billed directly by us and are billed to you by third parties and your Form of Payment based on your agreements with such third parties or US. We are not party to the agreements between you and such third parties nor are liable for any marketing claims or terms of service represented to you by such third party, Vendor or Marketing Partner; provided, however, in some cases, such third parties may remunerate us for providing certain services to you.

1.07. NONPAYMENT. In the event that payment is not successfully effected on scheduled billing date we reserve the right to attempt to bill your form of payment an additional time to avoid cancellation or suspension of services. However, we reserve the right to immediately deny or discontinue your services without notice at any time in the event we, our designated agent, Marketing Partner or Vendor could not execute the placement of charges on your Form of Payment or you fail to make timely payments as agreed.

1.08. LATE FEES. If any portion of your bill is not paid by the due date, we reserve the right to charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. The late fee will be the greater of 1) five percent (5%) per month or 2) the maximum amount permitted by law. In the event we utilize a collection agency or resort to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorney's fees.

1.09. CHARGEBACKS. Chargebacks occur when a credit card provider requests that Viv returns monies on a transaction which a Member disputes or claims is fraudulent. Viv recognizes that chargebacks can happen for a variety of valid reasons. However, you agree that if you make a credit card payment through Viv and later dispute the legitimate charge by raising a chargeback without merit (as determined by Viv's sole discretion), whether fraudulently or otherwise, Viv may take steps to recover any charges resulting from the chargeback directly from you. Unmerited chargebacks include, but are not limited to (i) disputing a charge made in accordance with the cancellation policy, (ii) disputing a Membership Fee after access to the Website has been provided, (iii) disputing a charge in which a Member fails to make reasonable efforts to work with Viv or the Member Benefit Provider to resolve any issues, (iv) requesting a chargeback without a legitimate reason and/or (v) failing to provide any supporting information in respect of the chargeback to allow those parties from which the chargeback is requested to assess the basis of the chargeback request. I understand that Viv takes a zero tolerance approach to chargeback fraud. In the event of any unmerited chargeback requests, it reserves the right to recover monies by any legitimate means available to it, including using a third-party debt collection agency or any other lawful means to recover funds

1.10. ISP, LOCAL TELEPHONE, TOLL AND LONG DISTANCE CHARGES. You are responsible for all telephone charges or Internet access charges billed directly to you by your providers of such services.

1.11. CHANGE OF SERVICE. You have the option to change your Services at any time by notifying us, provided that you qualify for and comply with any requirements of the changed Service.

1.12. CANCELLATION AND REFUNDS: You may cancel your Subscription within 3 days after initial purchase for a full refund. Annual and monthly Subscription Services are pre-paid and are not refundable. You may cancel the Subscription Service anytime by calling us Monday through Friday 9am EST to 5pm EST at 833-848-5433 (833-VIV-LIFE). Cancellations for Subscription Services provided by our Marketing Partners or Vendors must be arranged for with those parties.

1.13. CHANGE IN FEES. We, our Marketing Partners and Vendors reserve the right to increase or decrease fees for Subscription Services for any future or subsequent renewal term, in which case you will be notified of the increased or decreased fee with a minimum of 15-day notice prior to your next billing period. If you wish to cancel the Subscription Service, you may do so; otherwise the increased or decreased fee shall apply for all subsequent billing periods.

2. Legal Disclaimers

THIS WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ON THE WEBSITE, ARE PROVIDED ON AN "AS IS" AND ON AN "AS AVAIL-

ABLE" BASIS. VIV EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VIV MAKES NO WARRANTY THAT (A) THE WEBSITE, INCLUDING ALL CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ON THE WEBSITE, WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF THE PRODUCTS, SERVICES, INFORMATION, OR MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. Any content, materials, information or software downloaded or otherwise obtained through the use of the site is done at your own discretion and risk. Company and its suppliers shall have no responsibility for any damage to your computer system, loss of data or any damages whatsoever of any kind under any theory or form that results from the download of any content, materials, information or software. Company and its suppliers reserve the right to make changes or updates to the site at any time without notice.

3. Limitation of Liability

IN NO EVENT SHALL VIV OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITH-OUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE) INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE OR THE TERMINATION OF THE USE OF THE SITE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) AND EVEN IF VIV HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. Some jurisdictions do not allow the limitation or exclusion of liability so some of the above limitations may not apply.

4. Indemnification

You agree to defend, indemnify and hold harmless Company, its officers, directors, employees and agents from and against any and all claims, abilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Website. You agree to seek and obtain written permission from Company before agreeing to settle any claim.

5. Termination of Use

You agree that Company may at any time, in its sole discretion, terminate your right to access or use this Website and any account(s) you may have in connection with the Website, with or without notice to you. Company also reserves the right, in its sole discretion, to restrict or terminate the availability of the Website to any other person, geographic area or jurisdiction at any time. No notice is required to effect any such restriction or termination.

6. Force Majeure.

Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including acts of the public

enemy, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

7. Arbitration.

To the fullest extent permitted by law, it is expressly agreed that any controversy or claim arising out of or relating to this Agreement (except any claim by us for payment due from you) shall be settled by binding arbitration in Bridgeport, Connecticut in accordance with the substantive laws of the State of Connecticut (excluding choice of law) and the Commercial Arbitration Rules of the American Arbitration Association. It is further expressly agreed that judgment upon any award rendered by a single arbitrator may be entered in any court of competent jurisdiction.

8. Governing Law and Venue.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, without giving effect to the principles of conflicts of law. Subject to Section 14, the Parties agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Bridgeport, Connecticut. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

9. Severability.

If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. The part of this Agreement that is found invalid or unenforceable will be amended, changed or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable and valid provision that is similar in tenor to the stricken provision, within the limits of applicable law.

10. Entire Agreement.

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

11. Privacy Policy.

You agree to be bound by the privacy policy published on the Site.

Any concerns or questions about these Terms and Conditions, including billing and access to the Website may be addressed to:

Just Viv, LLC
7880 San Felipe, Suite 210
Houston, Texas 77063

Questions or concerns about Ocenture Products and Services should be addressed to:

Ocenture, LLC
PO Box 1559
Ponte Vedra Beach, FL 32001

I have carefully read and understand the terms of this Terms of Service Agreement and I agree to be bound by all terms set forth therein. By signing below, I certify that I have authority to enter into this Agreement and that the information supplied by me is correct. I understand and agree that misrepresentation of any information I provide on this Application may result in, among other things, delays in processing or immediate termination of this Terms of Service Agreement.

Applicant's Signature

Applicant's Printed Name

Date