PLEASE GIVE THIS FORM TO YOUR PARENT/ LEGAL GUARDIAN

Dear Parent / Legal Guardian:

Your child has recently registered to take part in the Virgin Pulse Program, which is a voluntary employee health program that encourages healthy lifestyle changes (the "Program"). We are committed to providing your child with a safe place in which to become healthier and more active. Because of your child's age, we need your consent to authorize their account.

Your child would like your permission to fully participate in the site, including participating in such features as (1) taking part in physical activity, health and wellbeing program components, including Nutrition, Weight Tracker, and Challenges; (2) reading and posting messages on the Community message board; and (3) personalizing certain areas on the site, such as their profile information.

Your permission is required for the collection, use, or disclosure of your child's personal information, as well as to confirm you have read, understand, and agree to the Terms of Use, which are set out below and which apply to your child. We will not activate your child's account unless you provide us with permission. With your permission, we may also collect information from your child as described in full in our Privacy Policy.

If you were not with your child when he or she registered, we encourage you to visit our site to get an overview of our program. The privacy of our participants is very important to us. Please view our Privacy Policy to learn about what measures we
have undertaken to protect your child's privacy: https://www.virginpulse.com/privacy-policy/

By signing this Parental Consent Form, you are hereby agreeing to your child participating in the Program and that the Terms of Use apply to your child.

Once you have reviewed the Terms of Use below and our Privacy Policy, please fill out the following consent form and fax to the secure fax number: 1-508-861-1573, or scan and return to consent@virginpulse.com

We look forward to hearing from you and welcoming your child to our Program.

TERMS OF USE

User agreement

To become a member of the Program, your child agrees to be bound by the Membership Agreement and the terms of our Privacy Policy, both available on the Virgin Pulse platform.

This agreement is formed between your child and Virgin Pulse, Inc., a corporation organized under the laws of the State of Delaware, whose principal place of business is at 492 Old Connecticut Path, Suite 601, Framingham, Massachusetts, MA 01701, USA ("we", "us" and "our").

By participating in the Program your child agrees to the terms of use. If your child does not agree to any provisions of this agreement, your child must not use the Program.

We reserve the right to modify some terms and conditions of this Agreement from time to time. If your child uses the Virgin Pulse member website (the "Website") located at https://www.virginpulse.com/login after a change notification, your child will be bound by the then current agreement. By continuing to use the Website following the making of those changes, your child agrees to be bound by the changes. Your child should check our agreement and policies from time to time, especially when ordering goods or services, to acquaint himself or herself with the current versions of those documents.
Registration

Your child may not use another member's account.

When registering to become a member and activate an account, your child must provide personal information such as their name and address, and a valid email address. Your child agrees to provide accurate and complete information and to keep this information current.

Your child is solely responsible for the activity that occurs on their account, and your child must keep their account password secure.

If your child suspects or becomes aware of any unauthorized use of their account or that their password is no longer secure, your child agrees to notify us immediately.

Rewards

Depending upon the type of Program made available through your child’s employer, he/she may be eligible to earn points (“Points”). In a Points-eligible Program, Points can 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 a Points-eligible Program member, your child will be eligible to earn points and may, depending upon the 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. PulseCash cannot be redeemed once your child’s membership and this Agreement terminate (see Section on 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 your child by the VP reward partner or by Virgin Pulse. Your child 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. Your child may also be eligible to earn additional rewards provided by your child’s sponsor and at the Sponsor’s sole discretion. VP will not be responsible for providing or exchanging additional rewards offered by a Sponsor.
Activity Tracking Device

As a Program member, your child may (a) receive a Virgin Pulse personal activity tracking device ("MAX" or "MAX BUZZ"); or (b) use or purchase another compatible device. Virgin Pulse will replace a MAX device (excluding battery) or a MAX BUZZ device that is deemed defective within one year of the order date. After the one year time frame, to replace a lost MAX/MAX BUZZ or a MAX/MAX BUZZ that no longer functions, your child must purchase a new MAX/MAX BUZZ from the Website. All MAX/MAX BUZZ orders are final at the time the order is submitted. MAX/MAX BUZZ orders cannot be cancelled or refunded after the order has been placed and submitted online. The MAX/MAX BUZZ 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.

Health Station measurement stations

Health Station units are measurement stations that capture your child’s health and fitness data. Where available, your child may receive access to a Health Station measurement station in his/her local area at no additional cost.

Information

You and your child agree that all personal information provided by your child, specifically including, but not limited to, information related to your child’s health and fitness, will be true, accurate and complete. Your child will update his/her personal information online as it changes. The Program is designed to monitor and record certain physical activity; as such your child agrees that he/she will utilize the Program as intended and not modify or falsify information, activity session data or inappropriately use the MAX/MAX BUZZ or Health Station. Virgin Pulse reserves the right to review your child’s activity information for abnormalities and Program abuse. If your child’s activity information indicates there may be an abnormality or Program abuse, and such activity continues after initial communications from Us, We reserve the right to share your child’s activity information with your child’s employer and make adjustments in accordance with your employer’s instruction.

Virgin Pulse Partners

We have partnered with industry leading wellness providers to ensure that your child’s experience on the Platform is complete. In certain instances, use of such partners’ websites shall require your child to use and enter data on those partners’ websites and your child shall be subject to the privacy policy and terms of use of
such partners’ website. We suggest you review the individual partners’ privacy policies and terms of use.

**Your Child’s Health**

By allowing his/her participation in the Program, you certify that your child is healthy and that his/her physical condition allows him/her to perform moderate to intense exercise. If your child experiences 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 or your child while participating in the Program, your child must stop exercising immediately and consult his/her doctor without delay. If your child has a disability that limits his/her participation in the Program, or if he/she has a medical condition that makes it unreasonably difficult (or medically inadvisable to attempt) to achieve a standard for earning Points, please have your child’s physician complete and submit the Physician Verification Form (available from the Virgin Pulse Call Center) and we will determine an alternative way for your child to earn Points. ALWAYS CONSULT WITH YOUR CHILD’S PHYSICIAN BEFORE ALLOWING YOUR CHILD TO START ANY EXERCISE PROGRAM. YOUR CHILD SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOUR CHILD HAS READ AT A VIRGIN PULSE HEALTH STATION, OR ON ANY VIRGIN PULSE WEBSITE, OR LEARNED THROUGH HIS/HER PARTICIPATION IN THE PROGRAM. 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. If you or your child 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 or your child 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 your child is participating in the Program, please ensure he/she seeks medical advice, diagnosis or treatment without delay. Your child’s reliance on any information made available through his/her participation in the Program is solely at your child’s own risk.

**Liability**

**For US and Canadian Residents**

Except as expressly provided in this Agreement or prohibited by law, any equipment, software, goods or services made available to your child by Virgin Pulse, Virgin Pulse reward partners or Health Station access providers under this Agreement, including but not limited to the Health Stations, MAX/MAX BUZZs 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. You and your child shall hold Virgin Pulse and its affiliates harmless and agree that you and your child shall have no claim against Virgin Pulse, its affiliates, or their respective directors, officers, employees, subcontractors, agents, licensees and/or licensors for any loss, damage, harm, injury, death and/or expense which you, your child or any third party may suffer, howsoever arising, in connection with your child’s membership and/or the use of the Health Stations, MAX/MAX BUZZs, Program benefits, rewards, and equipment, goods and services, and/or from any other cause whatsoever.

For UK residents

If your child lives in the United Kingdom, nothing in this Agreement shall limit or exclude Virgin Pulse’s liability to you or your child:
  a) for death or personal injury caused by negligence;
  b) for fraudulent misrepresentation;
  c) for breach of any obligations implied by section 12 of the United Kingdom’s Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  d) under Part I of the United Kingdom’s Consumer Protection Act 1987; or
  e) for any other liability that may not, by law, be limited or excluded.

Subject to this, in no event shall Virgin Pulse be liable to you or your child for any business losses and any liability Virgin Pulse does have for losses your child suffers arising from this Agreement shall not exceed $100 (USD) and is strictly limited to losses that were reasonably foreseeable.

Virgin Pulse will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by events outside Virgin Pulse’s reasonable control.

For German residents

a) Virgin Pulse shall be liable for damages exclusively according to this clause; in any other cases, liability shall be excluded.

b) The liability of Virgin Pulse is unlimited for damages arising out of death, injury to body or health based on a breach conducted by a legal representative or designated agent of Virgin Pulse, as well as for damages that arise from the lack of a guaranteed characteristic or in case of fraudulent intent.

c) The liability of Virgin Pulse is unlimited for damages caused by Virgin Pulse, a legal representative, or designated agent by intent or gross negligence.

d) In case of a slight negligent breach of a contractual core duty Virgin Pulse shall, except in the cases pursuant to clause (b) and (c) of this provision, only be liable to the amount of the typically foreseeable damage. Contractual core duties abstractly are such duties whose accomplishment enables proper
fulfillment of the contract in the first place and whose fulfillment a contractual party regularly may rely on.

e) Liability pursuant to the German Product Liability Act remains unaffected.

Termination

If you, or your child, decide to cancel your child’s Program membership, you or your child must call the Virgin Pulse Call Center and complete the Virgin Pulse cancellation process. Your child’s membership and this Agreement will terminate thirty (30) days after Virgin Pulse receives your cancellation. If your child’s employer cancels your child’s Program membership, if your child is no longer eligible, or if your child’s employer no longer offers the Program, Virgin Pulse will notify your child and his/her membership and this Agreement will automatically be terminated thirty (30) days after such notice. Upon termination of your child’s membership and this Agreement, by any means, your child 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; (iii) not be able to redeem any unused Points, and (iv) no longer have access to the Health Stations or Website.

Personal Information

During the course of your child’s membership in the Program, Virgin Pulse may obtain certain personal information about your child including, but not limited to, information about his/her health, fitness and related activities, his/her email address, his/her physical address and other information. You and your child understand that in order to provide services, benefits, rewards, and otherwise maintain the Program, Virgin Pulse may need to share this personal information belonging to your child, but not sell for any purpose, including third parties’ direct marketing purposes, with companies specifically involved in the Program, including your child’s employer, and you hereby consent and authorize Virgin Pulse to collect, use and share such information as it deems necessary or appropriate, subject the terms and conditions of Virgin Pulse’s Privacy Policy found at https://www.virginpulse.com/privacy-policy/.

Your child may become “Friends” with another member of the Program that is within the same sponsoring organization. If your child is “Friends” with a member, that member will have access to some of your child’s information, including (a) certain portions of your child’s profile, (b) the number of steps your child has taken in any applicable challenge and (c) activity data related to your child’s participation in the program. Please note that Virgin Pulse staff may also have access to your child’s personal information so they may contact your child regarding his/her participation in the Program.
Assignment

Your child may not assign any of his/her rights nor delegate any of his/her obligations under this Agreement to any person. Virgin Pulse shall be entitled to assign any of its rights and delegate any of its obligations to any third party, in its sole discretion.

Jurisdiction

You and your child consent to the jurisdiction of the courts of The Commonwealth of Massachusetts with respect to any proceedings arising out of this Agreement, provided that Virgin Pulse is entitled to institute such proceedings in any other appropriate venue if it so chooses. To the extent your child’s home country has a higher consumer protection level than stipulated by the laws of The Commonwealth of Massachusetts, respective consumer protection laws of his/her home country prevail.

Diagnosing Problems

From time to time, your child may encounter a technical or other problem in inputting or retrieving his/her personal information. Your child agrees to make his/her account details and personal information available to Virgin Pulse to enable Virgin Pulse to diagnose and resolve the problem.

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 the Membership 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 the Membership Agreement that consist of or relate to notices, ownership of intellectual or other property, confidentiality obligations, limitations of liability, disclaimers, indemnification, governing law, venue or jurisdiction, 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.

If any provisions of this Agreement are found to be unenforceable, all other provisions shall remain unaffected.

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

Please print out the last page of this form and fax the form to the secure fax number: 1-508-861-1573 or scan and return to consent@virginpulse.com

I, ____________________________ (print parent's name), the parent or legal guardian of ____________________________ (print child's name), have had the opportunity to review the Virgin Pulse’s Terms of Use and Privacy Policy. By signing below, I authorize my child to fully participate in the Virgin Pulse Program and accept the associated Terms of Use of the program and that they apply to my child.

I understand that, by consenting to my child's participation in the site, I am enabling my child to participate in all communication aspects of the site, including posting and reading messages on the message board, participation in health and wellbeing programs, and receiving electronic communications from the Virgin Pulse.

I also understand that my child’s information will be collected and processed as described in the Virgin Pulse Privacy Policy. I confirm that I have reviewed the Privacy Policy and accept its terms as they apply to my child.

I also understand that it is important to provide accurate information in this consent form in case Virgin Pulse needs to contact me for any reason.

Parent's/legal guardian's signature

________________________________________________________________________________________

Dated this __________ day of __________, 20______.

Parent's e-mail address (PLEASE PRINT LEGIBLY)

________________________________________________________________________________________

Child's e-mail address / Employer (PLEASE PRINT LEGIBLY)

________________________________________________________________________________________

Child's birth date: ____________/__________/__________