

WELLNESSBACKPACK, LLC's WELLNESSRESPONDER app

WellnessResponder EULA Agreement (End User License Agreement)

This is a legal agreement between you and WellnessBackPack.com, ("us" or "WBP") stating the terms that govern your use of the WellnessResponder™ application (the "Application"). This agreement, together with all updates, additional terms, software licenses, and all of WBP's rules and policies, collectively constitute the "Agreement" between you and WBP. By using the Application you are indicating that you agree to these terms. All users of any aspects of the Application (collectively, "Users") are bound by these Terms of Use. BY DOWNLOADING, INSTALLING, OR SETTING UP YOUR PASSWORD AND/OR USING THE APPLICATION you accept and abide by these terms as presented to you. Changes, additions, or deletions are not acceptable, and WBP may refuse access to the Application for noncompliance with any part of the Agreement.

A copy of this Agreement can be found on your profile page in the Application and it is also available on our website at www.schoolresponder.com in the homepage's footer.

1. License

The Application is licensed, not sold, to you for use only under the terms of this Agreement. WBP, as the licensor, reserves all rights not expressly granted to you. This license granted to you for the Application by WBP is limited to a non-transferable license to use the Application on any computer, mobile or other device (each a "Device") as permitted by the Usage Rules set forth in the WBP Terms and Conditions (the "Usage Rules"). You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Application). Any attempt to do so is a violation of the rights of WBP and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by WBP that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

2. Consent to Use of Data

You agree that WBP may collect and use data and related information, including but not limited to information about you in your profile (as that term is used in connection with the Application, that is gathered periodically to facilitate the provision of software updates,

product support and other services to you (if any) related to the Application. WBP may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

3. Restrictions on Rights to Use

Without limiting the generality of any other provisions of these Terms of Use, you agree you shall not (and you agree not to allow any other individual or entity to) directly or indirectly: (a) download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of the Application, including, but not limited to the creation of a similar or competing product or service or (b) transmit or upload any item containing or embodying any virus, worm, defect, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the Application, any other Web site, or any computer or other device or system.

In accepting and using the Application, you also agree that you will not (a) send or otherwise post unauthorized commercial communications (such as spam); (b) collect users' content or information, or otherwise access the Application, using automated means (such as harvesting bots, robots, spiders, or scrapers) without permission as required by law; (c) upload viruses or other malicious code; (d) solicit login information or access an account belonging to someone else; (e) bully, intimidate, or harass any user; (f) post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence; (g) violate our guidelines and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on the Services; (h) use the Application to do anything unlawful, misleading, malicious, or discriminatory; (i) do anything that could disable, overburden, or impair the proper working of the Application, such as a denial of service attack; or (j) facilitate or encourage any violations of this Agreement by any other person.

4. Termination

The license is effective until terminated by you or WBP. Your rights under this license will terminate automatically without notice from the WBP if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Application, and destroy all copies, full or partial, of the Application. Upon termination, WBP shall have the right to disable your access to the Application.

5. Services; Third-Party Material

The Application may enable access to WBP's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access

and that you accept additional terms of service. You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that WBP shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. By using the Services, you acknowledge and agree that WBP is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. WBP does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Alerts and/or notification data provided by any Services is for convenience only and you understand that multiple factors including network availability may affect notification data delivery, which is not guaranteed. Neither WBP, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or notification data displayed by any Services. WBP does not offer or purport to offer any Emergency Services. “Emergency Services” means services that allow a user to connect with emergency services personnel or public safety answering points, such as 911 or E911 services. You acknowledge that WBP does not support or carry Emergency and cannot determine the physical location of your devices. WBP is not designed or intended to be used to send or receive emergency communications to any police, fire department, hospital, or any other service that connects a user to a public safety answering point. You should ensure you can contact your relevant emergency services providers through a mobile, landline telephone, or other service acceptable to your local 911 provider. You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You

agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the WBP is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services. In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to from the device are not available in all languages or in all countries. WBP makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. WBP, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will WBP be liable for the removal of or disabling of access to any such Services. WBP may also impose limits on the use of or access to certain Services, in any case and without notice or liability. Please note that the guidelines, policies and other terms and conditions of service and use of other Web sites affiliated with WBP may vary from these Terms of Use. You understand that WBP may offer integration its own and/or with third party Services for your convenience. Further, you understand that WBP is not affiliated with these third party services. WBP shall not be responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from those of WBP ("Third Party Content"). The personal data you may choose to give to such third party Services are not covered by WBP's privacy policies. Some third party companies may choose to share their personal data with WBP, in which case such data sharing shall be governed by that third party's privacy policy. The personal data you may choose to give to WBP by means of registering the Application with WBP shall be governed by WBP's privacy policy which may be accessed on our website at www.WellnessBackPack.com.

IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS OF ANY NATURE WHATSOEVER ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY THIRD PARTY CONTENT, ANY ERROR OR OMISSION IN ANY THIRD PARTY CONTENT, ANY CLAIM THAT ANY USER CONTENT IS DEFAMATORY, LIBELOUS OR VIOLATES ANY RIGHT OF ANY THIRD PARTY, OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU EXPRESSLY AGREE THAT YOU BEAR ANY AND ALL RISKS ASSOCIATED WITH YOUR ACCESS TO, CONTRIBUTION TO, USE OF AND/OR RELIANCE ON THIRD PARTY CONTENT.

6. No Support or Upgrade Obligation

WBP, its suppliers and distributors, are not obligated to create or provide any support, corrections, updates, upgrades, bug fixes and/or enhancements of the Application.

7. No Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WBP HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WBP DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WBP OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WBP BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WBP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION

OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL WBP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Exportation

You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List of Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

10. U.S. Government Restricted Rights

The Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

11. Applicable Law

The laws of the State of Pennsylvania, excluding its conflicts of law rules, govern this license and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws. The sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Lancaster, Montgomery County, PA. Both you and WBP consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by Pennsylvania state or federal

law. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

12. Intellectual Property

You do not acquire under this Agreement any intellectual property or other proprietary rights, including without limitation, any patents, inventions, improvements, designs, trademarks, including any applications for same, copyright, rights in any confidential information or trade-secrets, in or relating in any way to the Application. Any grants not expressly granted herein are reserved. Except where otherwise specified, the contents of the Application are copyright (c) 2012 WBP, Inc. with all rights reserved. The contents of the Application are subject to protection under U.S. and foreign copyright laws. You are not permitted to use the copyrighted content outside of the normal functions of the Application without the prior written consent of WBP.

13. Third Party Beneficiary

You acknowledge and agree that the manufacturers of each Device, are third party beneficiaries of this agreement, and that, upon your acceptance of these terms and conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary thereof.

14. Indemnification

You agree to indemnify, defend and hold WBP, its subsidiaries, partners, licensors, affiliates, contractors, and their respective officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from (a) any negligent acts, omissions or willful misconduct by you, (b) your use of the Application, (c) breach of this Agreement by you, and/or (d) your violation of any law or of any rights of any third party.

15. Equitable Remedies

You hereby agree that if the terms of this Agreement are not specifically enforced, WBP will be irreparably damaged, and therefore you agree that WBP shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies.

16. Assignment

WBP may assign this Agreement without notice to you. You shall not assign this Agreement without the prior written consent of WBP (such consent may be withheld at WBP's discretion).

17. Notices

If you have any questions or concerns about this Agreement, you may contact us at:

Email: support@WellnessBackPack.com

18. Entire Agreement

Except as otherwise provided, herein, this Agreement constitutes the entire agreement between the parties respecting the Application and there are no provisions, representations, or collateral agreements between the parties other than as set out in this Agreement. WBP reserves the right to make changes to this Agreement by providing you with notice of the change by including it in an update to the Application or by any other reasonable method. If you continue to use the Application after notice of the change has been given, you shall be deemed to have accepted this change.