

Zurvita Protection Terms and Conditions

This membership agreement (“Agreement”) is between yourself (“Member”) and Zurvita (“Company”) and sets out the terms and conditions of the program which is administered by the Company. This Agreement shall be effective upon acceptance of the Member’s application for enrollment in the program and payment of the enrollment fees. By becoming a Member in the Zurvita Protection package (“Program”), you are agreeing to the terms and conditions herein.

1. DESCRIPTION OF PROGRAM’S FEATURES

The Program is a discount services program whereby the vendors of the Program have negotiated to obtain discounts on services (“Services”) from merchants and retailers (Collectively referred to as a “Business”). Member will always be responsible for payment for the services provided as well as related expenses. The actual discount benefits offered may vary from state to state, and the list of Businesses is subject to change at any time without further notice to you. Vendors have inquired of participating Businesses to ensure appropriate credentials to provide requisite services and goods, but may not have performed any additional inquiries as a result of the responses received, and assume no obligation to do so.

2. MEMBERSHIP TERM

Once the initial fee for membership in the Program (“Membership Fee”) and any enrollment, processing or other fee is paid, a Member will be entitled to all Services for the monthly term (“Membership Term”), as long as Member continues to pay required Membership Fees and otherwise complies with the terms of this Agreement.

3. AUTOMATIC RENEWAL OF MEMBERSHIP TERM

At the conclusion of the Membership Term, membership in the Program will be renewed automatically unless the Member notifies the Company, either by telephoning a Customer Care Representative at the following number: 713.464.5010 or by providing written notification to the Company before the new Membership Term, that he/she wishes to cancel his/her Membership in the Program. If the Member either fails to notify Company of his/her election not to continue the membership, membership in the Program will be renewed automatically and the Membership Fee for an additional term will be charged against the Member’s credit card. Should a Member have any questions concerning the Program, or the continuation or cancellation of membership, he/she should telephone a Customer Care Representative at the above number.

4. MEMBERSHIP PAYMENT/BILLING

Payment of the initial Membership Fee and any renewal Membership Fee has been made automatically by a charge against the Member’s credit card for the full amount of the Membership Fee for the Membership Term. Members paying Membership Fees by a direct charge against the Member’s credit card will not receive notice from the

Company of a subscription payment due; rather, the Member will be notified of the billing in his/her credit card statement. Each Member hereby authorizes the Company to bill and receive payment for the Membership Fee as set forth in this Agreement. Company reserves the right to increase the Membership Fee for a future Membership Term, in which case the Member will be notified of the increased Membership Fee, which will be effective upon renewal of the Program membership.

5. CANCELLATION AND REFUND OPTION

If a Member is not satisfied with the Program and wishes to terminate his/her Membership, the Member may cancel the Membership for any reason by notifying the Company in writing and by returning his/her two Membership ID cards to the address noted in Article 10 of this Agreement. The canceling Member must return the two Membership ID Cards to cancel the Program. If a Member cancels within the first 30 days from the Membership Effective Date, the Member will receive a full refund less the one time enrollment fee once the two Membership ID cards have been returned to the Company. If the Member cancels after the first 30 days, Membership in the Program will terminate at the end of the Membership Term following the date that the Company receives the notice of cancellation and the two Membership ID Cards have been returned. Member will not be billed further. Any cancellation of Membership in the Program will not affect any Services or discounts received by a canceling Member before the effective date of the cancellation.

6. COMPLAINT PROCEDURE

Any complaint regarding Program membership should be directed to Customer Care at the phone number noted in Article 3 or by writing to the address shown in Article 10.

7. MEMBER ACKNOWLEDGEMENTS

(a) Unless the Member cancels his/her membership in accordance with Article 5 of this Agreement, the Program membership will be automatically renewed on the first day following the conclusion of a Membership Term, and payment of the Membership Fee for the new Membership Term will be made by a direct charge against the Member's credit card.

(b) Company bears no responsibility for the payment of (or contribution to) any use, sales or other tax that may be imposed on the Services by any federal, state or other taxing authority. Payment of such taxes will remain the sole responsibility of the Member.

(c) All Vendors are independent contractors, and that Company in no way is responsible for the Services provided by a Vendor.

(d) Membership in the Program and or Member's rights or duties under this Agreement may not be assigned or delegated without the prior express written consent of Company. Member agrees that he/she will use his/her Program membership only for his/her personal benefit. A Member's violation of this Article 7 may, at the discretion of Company, result in immediate termination of the Program membership.

8. DISCLAIMER OF WARRANTIES

Company is not a merchant, manufacturer, or a provider of the Services. COMPANY DOES NOT GIVE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION,

QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A MEMBER FROM A VENDOR THROUGH HIS/HER MEMBERSHIP IN THE PROGRAM. In the event any product or Service purchased or received by a Member is cancelled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Business, Vendor or manufacturer of the product or Service for any repair, exchange, refund or satisfaction of claim.

9. GENERAL RELEASE

Each Member, for himself/herself, and on behalf of any family member who uses the Services under the Program membership hereby forever releases, acquits and discharges each of Company and its employees, officers, directors, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such Member or Member's legal representative(s) may have by reason of any damage or personal injury sustained as a result of or during the course of the use of any Service. The sole recourse available to a Member, Membership Participant or Member's legal representative(s) against Company will be cancellation of the Program membership as provided in Article 5.

10. NOTICES

Any notice, consent, approval, complaint, request or other written communication given or required under this Agreement must be sent by first class mail, postage prepaid, or by an overnight delivery service such as FedEx or United Parcel Service, and addressed to the Member, at the address shown in the Company's records, or from the Member to Company c/o the Company, at:

Zurvita
9601 Katy Freeway
Suite 420
Houston, Texas 77024

11. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties with regard to Member's membership in the Program and constitutes a final, complete and exclusive statement of the terms of the agreement between the parties with respect to Member's membership in the Program. Any other representation, inducement, promise or agreement shall be of no force or effect.

12. VALIDITY; BINDING EFFECT

The validity or unenforceability of any term of this Agreement will in no way affect the validity or enforceability of any other term of this Agreement.

13. GOVERNING LAW

This Agreement will be governed and construed in accordance with the laws of the State of Texas regardless of any application of principles regarding conflicts of laws.

14. HEADINGS

The headings or captions provided throughout this Agreement are for reference purposes only and will in no way affect the meaning or interpretation of this Agreement.

15. AMENDMENT

This Agreement may be amended only in writing executed by the parties.

16. WAIVER OF BREACH

A waiver by Company of a breach of any provision of this Agreement will not be deemed a waiver by Company of any other breach of the same or different provision.