

Terms and Conditions

Agreement between user and vibrantagain.com

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vibrantagain.com is a Health Information and Blog Site

The purpose of this website is to highlight the negative health effects of chronic stress and to introduce possible management strategies. Other issues discussed include programs, products, seminars and other related intellectual property of Dr. Heather Clark, PharmD and Vibrant, LLC. Items provided for sale include but are not limited to products intended to relieve stress, improve meditation, and improve overall health and well-being.

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Electronic Communications

Visiting vibrantagain.com or sending emails to Vibrant constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Vibrant is not responsible for third party access to your account that results from theft or misappropriation of your account. Vibrant and its associates reserve

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By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

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You will be able to connect your Vibrant account to third party accounts. By connecting your Vibrant account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and Vibrant as a result of this agreement or use of the Site. Vibrant's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Vibrant's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Vibrant with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that

most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Vibrant with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Vibrant with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Vibrant reserves the right, in its sole discretion, to change the Terms under which vibrantagain.com is offered. The most current version of the Terms will supersede all previous versions. Vibrant encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Vibrant welcomes your questions or comments regarding the Terms:

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Effective as of January 22, 2013

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