



## TERMS & CONDITIONS

- 1.1 LivingFit Nation (LFN) shall coordinate testing services consistent with applicable standard practices, laws and regulations.  
 1.2 LFN's telehealth partner shall submit aggregate reports of results directly to Employer. LFN will at no time have access to any protected health or confidential patient information. Such results and reports thereon will be based solely upon samples as provided by CLIENT. LFN assumes no responsibility, and CLIENT hereby waives all claims against LFN, for interpretation of such results.  
 1.3 LFN and its employees or agents, shall not use (except in the course of the services provided herein), in any form or manner, and shall not disclose, in whole or in part, to any other party, CLIENT'S confidential information.  
 1.4 LFN shall not be liable for any financial obligations, except as provided in this agreement.

### ARTICLE 2. CLIENT RESPONSIBILITIES

- 2.1 CLIENT shall designate in writing a person or entity to act as CLIENT's authorized representative with respect to LFN's services to be performed. Such person or entity shall have complete authority to transmit instructions, receive information and data, and to order, at CLIENT's expense, additional services.  
 2.2 CLIENT hereby represents and warrants that it has the full right and authority to enter into this Agreement.  
 2.3 CLIENT shall not use, in any form or manner, and shall not disclose, in whole or in part, to any other party, LFN's confidential information.

### ARTICLE 3. PAYMENT

CLIENT shall pay LFN's agents for services and expenses in accordance with agents invoices which shall be paid upon receipt of invoice, unless otherwise communicated to CLIENT in writing. Any balances remaining unpaid after the due date will be subject to a service charge of 1.5% per month until paid, but in no event shall such charge exceed the rate permitted by applicable law. Failure to make payments within sixty (60) days of the date of invoice shall be deemed as an event of default under this Agreement. If legal action or collection proceedings are necessary to enforce payment, CLIENT shall be liable for LFN's or its agents costs of collection, including collection agency and attorney's fees.

### ARTICLE 4. LIMITATION OF LIABILITY

- 4.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY AS TO MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) IMPLIED BY COMMON LAW OR STATUTE ("IMPLIED WARRANTIES") AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE ARE EXCLUDED UNLESS THE EXCLUSION OF ANY SUCH IMPLIED WARRANTIES WOULD CONTRAVENE APPLICABLE LAW OR CAUSE ANY PART OF THIS AGREEMENT TO BE VOID. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF LFN HEREUNDER ARE EXCLUSIVE.  
 4.2 LFN'S LIABILITY TO CLIENT FOR BREACH OF ANY TERM OF THIS AGREEMENT OF ANY IMPLIED WARRANTIES, OR FOR ANY NEGLIGENCE OR OTHER WRONGDOING IN THE PERFORMANCE OF TESTING SERVICES, IS LIMITED AT CLIENT'S OPTION, TO EITHER RE-PERFORMING THE TESTING SERVICE OR REFUNDING THE TOTAL FEE PAID IN RESPECT OF THAT PART OF THE TESTING SERVICE.  
 4.3 EACH PARTY WILL UNDER NO CIRCUMSTANCES BE LIABLE TO EACH OTHER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE SUFFERED BY EITHER PARTY IN ANY WAY ARISING FROM THE TESTING SERVICE OR EACH PARTY'S USE OF THE TEST RESULTS.

### ARTICLE 5. GENERAL CONDITIONS

- 5.1 Indemnification: Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.  
 5.2 GENERAL CONDITIONS – IMPORTS  
 If CLIENT decides to undertake sampling themselves or hire a third party sampler, LFN is indemnified against any issues or delays originating from improper sampling and/or sampling documentation provided by CLIENT or third party sampler.  
 5.3 This Agreement may be terminated by LFN in the event of any default hereunder or any breach of any material term hereof. If this Agreement is terminated by either party for any reason, LFN and it's agents shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a report of services conducted prior to termination.  
 5.4 LFN shall not be liable for delays or other problems caused by unforeseen circumstance beyond its reasonable control, compliance with governmental requests, laws, regulations or breakage or failure of equipment or apparatus or any other event beyond the reasonable control of LFN or its agents.  
 5.5 The Agreement represents the entire agreement between CLIENT and LFN and supersedes all negotiations, representations or agreements, written or oral. Terms and conditions included in CLIENT's purchase order or any other document shall not be applicable. The obligations set forth in Sections 1.3, 2.3, 5.1 and Articles 3, and 4 shall survive the termination of this Agreement.  
 5.7 In the event that any of the provisions of this Agreement are or become null or void, such provisions shall be deemed to have been deleted from this Agreement and the remaining provisions hereof shall remain valid and enforceable.  
 5.8 The validity, interpretation and performance of this Agreement shall be governed by the laws (but not the conflict of law rules) of the State of California (USA).

### ARTICLE 6. CHANGES TO OUR TERMS AND CONDITIONS

- 6.1 We reserve the right to change these Terms and Conditions at any time by giving you advance notice of the changes by email or in writing. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Website, Services, and Products after any change to these Terms and Conditions and our notifying you will constitute your acceptance of such change.

Fullerton Joint Union High School District  
LFN Corporate Wellness

Signature:   
Signature:

Print: Edgar Manalo  
Print:

Date: 3/1/21  
Date: