

Terms and Conditions of Use

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE CAREFULLY. By using our Website, you agree to these Terms and Conditions of Use ("Terms & Conditions"). We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use our Website and, if applicable, you should arrange to cancel your community user account(s) or subscription with us.

1. Scope of Terms & Conditions

Unless we indicate otherwise, these Terms & Conditions apply to your use of the United Kingdom website which are owned or operated by DR Active Limited ("DR ACTIVE.CO.UK") and our Affiliates (collectively, "we," "us," or "our"), including, without limitation, this website and any other United Kingdom website that we may own or operate currently or in the future (collectively, our "Website"). For purposes of these Terms & Conditions, "Affiliates" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, DR ACTIVE.co.uk, including, without limitation, DR ACTIVE LTD. This Website and the Terms & Conditions are specifically directed to residents of the United Kingdom and Ireland and the Website is for use only by residents of the United Kingdom (excluding the Channel Islands) and Ireland.

2. Terms & Conditions - In General

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed this agreement. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to, (i) restricting the time the Website is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Website. You agree that any termination or cancellation of your access to, or use of, the Website may be effected without prior notice. If you do not abide by the provisions of these Terms & Conditions, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and files in your user account and/or bar any further access to such information and/or files, or our Website. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Websites.

From time to time, we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.

3. Restrictions on Use of Materials

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the material provided hereon for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions. You acknowledge that this Website contains information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively, "Content") that are protected by copyrights, data base rights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under applicable copyright laws, including United Kingdom, Irish and European Union copyright laws (and, if applicable, similar laws in other jurisdictions), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on this Website are trademarks of their respective owners. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on this Website. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

4. Becoming a Community User

There is no cost to become a community user of our Website. You do not have to become a community user to use this Website. However, if you do not register, you may be precluded from using certain products, offerings, features, or resources of our Website. You must register in accordance with instructions that you will find on this Website to participate in, and to contribute to, any Forum or use of the "Public Profile" feature of our Website. A "Forum" means any Message Board, bulletin board, recipe swap, or similar activity where you and other users of our Website can communicate.

If you elect to become a community user of our Website, you agree to provide us with true, accurate and complete information about yourself ("Community User Data"), and to maintain and promptly update the Community User Data to keep it accurate. You also consent to your Community User Data being used in accordance with our Privacy policy. Without limiting any other provision of these Terms & Conditions, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Website (or any

portion thereof). You agree not to assign, transfer or sublicense your rights as a community user of this Website.

5. Privacy and Security

We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy policy.. You should review our Privacy Policy., which is incorporated into these Terms & Conditions by this reference, and you confirm that when using this Website, you consent to your personal data being used and processed in accordance with our Privacy Policy..

6. Community Standards and Conduct Guidelines

You acknowledge that all Content and all information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials posted, emailed, or otherwise transmitted to or on this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to this Website. We do not control the Postings posted, emailed or otherwise transmitted on our Website by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of our Website (as described below), you understand that by using this Website, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for any Postings (other than for Content developed by us), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through this Website.

You agree not to use this Website (including any Forums) to:

- a. Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- b. Harm minors in any way;
- c. Impersonate any person or entity, including, but not limited to, a director, officer, employee, shareholder, agent or representative of WeightWatchers.co.uk, our Affiliates or any other person or entity, or falsely state or otherwise misrepresent your affiliation with WeightWatchers.co.uk, our Affiliates or any other person or entity;
- d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Website;
- e. Upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- g. Upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation, except in those areas, if any, that are specifically designated for such purpose;
- h. Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of a Forum (or other portion of this Website) are able to type, or otherwise act in a manner that negatively affects other users' ability to use any Forum;
- j. Interfere with or disrupt this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- k. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- l. "Stalk" or otherwise harass another user or employee of this Website; or
- m. Collect or store personal data or attempt to collect or store personal data about other users of the Website.

Your privilege to use this Website (including the Forums) and contribute to discussions on the Forums depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Website and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, we may terminate, in our sole discretion, your use of, or participation in, any Forum.

All Forum communications, including, but not limited to, Message Board communications, are public and not private communications. We reserve the right to monitor some, all, or no areas of this Website (including any Forum) for adherence to the community standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings in the Forums, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any Forum. Although we reserve the right to remove, without notice, any Forum posting for any reason, we have no obligation to delete Postings that you may find objectionable or offensive.

7. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or this Website information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles, stories about yourself or your weight loss, or other materials (including, but not limited to, posting, emailing, or otherwise transmitting Postings on any Forum) (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property. Except as provided in our Privacy Policy none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or

disclosure of any Submissions. Without limitation of the foregoing, you grant us and our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights or, depending on the law of your jurisdiction, waive any moral rights) and licence (as well as consent) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such Submissions. You also warrant that: (i) you own or otherwise control all of the rights in or to your Submissions including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions; (ii) any third party holder of any Rights, including moral rights in such Submissions, has validly and irrevocably granted to you the right to grant the license stated above; and (iii) that each person depicted in any images, photos and/or videos contained in your Submission (if any) has consented to the use of such images, photos and/or videos in accordance with the above licence. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

8. Children

This Website is not for use by children and is not directed to children. This Website is for use and access by individuals who are eighteen (18) years or older.

9. Links

These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

10. Third Party Products and Services

You may order services, merchandise or other products through our Website from other parties (collectively, the "Third Party Sellers"). All matters concerning the services, merchandise and other products desired from the Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third Party Sellers. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions.

11. Your Password and User Account.

If you are a community user or subscriber of this Website, you are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

12. Relationship with DR ACTIVE.CO.UK and DR ACTIVE LTD.

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13. Health Disclaimer

This Website provides weight loss management and information applications and content published over the Internet and is intended only to assist users in their personal weight loss efforts. DR ACTIVE.co.uk is not a medical organisation and our staff cannot give you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for doctor or specialist consultation, evaluation, or treatment.

You are urged and advised to seek medical advice before beginning any weight loss effort or regime. This Website is intended for use only by healthy adult individuals. The Website is not intended for use by minors, pregnant women, or individuals with any type of health condition. Such individuals are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

Before starting any weight reduction plan, you should make sure that you are not underweight.

For more information, you should review our Health Notice, which is incorporated into these Terms & Conditions by this reference.

14. Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

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15. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE WEBSITE; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON THE WEBSITE OR ANY WEBSITE OR WEBSITES LINKED TO THE WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS WEBSITE; (D) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (F) ANY OTHER MATTER RELATING TO THE WEBSITE. SAVE IN RESPECT OF PERSONAL INJURY OR DEATH DUE TO THE NEGLIGENCE OF DR ACTIVE, IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE.

16. Indemnification

You agree to indemnify, hold harmless and, at our option, defend DR ACTIVE.co.uk and our Affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

17. Governing Law and Choice of Forum

Residents of the United Kingdom

If you are a resident of the United Kingdom (excluding the Channel Islands), these Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Website or these Terms & Conditions shall be filed only in the High Court (England) and you hereby consent and submit to the personal jurisdiction of such court for the purposes of litigating any such action.

Residents of Ireland

If you are resident of Ireland (excluding Northern Ireland), these Terms & Conditions shall be governed and construed in accordance with the laws of Ireland, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Website or these Terms & Conditions shall be filed in the Irish courts and you hereby consent and submit the personal jurisdiction of such courts for the purposes of litigating any such action.

18. Miscellaneous Terms

In any action against us arising from the use of this Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from

these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions, together with our Privacy Policy and the Subscription Agreement (if applicable), are the entire agreement between you and us relating to the subject matter herein. If you are a subscriber to one of our online subscription offerings or products, in the event of any conflict between these Terms & Conditions and the Subscription Agreement, the Subscription Agreement shall control. These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

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DR ACTIVE Limited
Sovereign House
12 Warwick Street
Earlsdon, Coventry
CV5 6ET
United Kingdom

If you have any questions or concerns, you may contact us by email at DR_ACTIVE.CO.UK or by post at the aforesaid address.

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