

Terms and Conditions

Subscription Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR ACCESS TO AND/OR USE OF MEETINGS with *OnlinePlus* ("MONTHLY PASS") OR TOTAL ACCESS CAREFULLY.

1. Scope of Agreement

Unless otherwise indicated, this Subscription Agreement ("Agreement") applies to (i) your attendance at Weight Watchers meetings ("Meetings") offered by the meeting service provider identified during sign-up or on your Monthly Pass card ("Service Provider"), (ii) if you purchase Total Access, your use of coaching services (including but not limited to one on one phone sessions, emails and/or texts) provided by Weight Watchers North America, Inc. ("Coaching" and together with Meetings, "Offerings") and (iii) your use of and/or access to the [weightwatchers.com](http://www.weightwatchers.com) website and/or other websites (collectively, "Website") and your use of and/or access to the Weight Watchers mobile applications ("Apps") both of which are owned or operated by WeightWatchers.com, Inc. or its affiliates (collectively, "WeightWatchers.com," and together with the Service Provider and Weight Watchers North America, Inc., "Weight Watchers," "we," "us," or "our"), including any portions thereof available only to subscribers. Communications concerning the Offerings should be sent to Weight Watchers International, Inc., 7171 W. 95th Street, Suite 400, Overland, KS 66212.

In addition to the applicable terms set forth herein, please note that (i) access to any Meetings shall be subject to additional terms and conditions which may be made available to you by the Service Provider (the "Meeting Terms and Conditions"), (ii) your use of Coaching may be subject to additional terms and conditions that will be made available on the Website (the "Coaching Terms"), and (iii) your use of the Website and Apps will also be subject to your agreement to terms and conditions provided on the Website and Apps (the "Website and Apps Terms and Conditions"), which can be found at <http://www.weightwatchers.com/legal/monthlypasssubagreement.aspx>.

2. Binding Agreement

We reserve the right, in our sole discretion, to change, add or remove provisions of this Agreement at any time. You should check this Agreement periodically for changes – you may find it through the "Subscription Agreement" link at the bottom of each page on our Website or in the Menu of the Apps. By using the Website, Apps or any of the Offerings, including after any changes are posted to this Agreement or you are otherwise notified of such changes, you agree to this Agreement and accept those changes, whether or not you have reviewed them. If you do not agree to this Agreement, you should not use or access the Offerings, Website, or Apps and you should cancel your subscription.

3. Your Subscription

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display the Website and Apps and the material provided thereon and through your Offerings, for your personal, non-commercial use, provided that you comply fully with the provisions of this Agreement. You agree not to assign, transfer or sublicense your rights as a subscriber. You agree to be financially responsible for your subscription.

We reserve the right to cancel or terminate your use of and access to the Offerings, the Website (or any part thereof) and/or Apps without prior notice, including if you do not comply with this Agreement at any time. In our sole discretion and without prior notice or liability, we may discontinue or modify any aspect of the Offerings or the Website and/or Apps, including, but not limited to, (i) restricting the time the Offerings, the Website and/or Apps are available, (ii) restricting the amount of use and/or access permitted, and (iii) restricting or terminating anyone's right to use and/or access the Offerings, the Website and/or Apps. 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 the Offerings, the Website and/or Apps, except for a refund of any prepaid fees or charges in accordance with Section 6 of this Agreement.

4. Charges and Fees

As a subscriber, you are charged by your Service Provider a monthly (or other periodic) fee and initial fixed or registration fee, if applicable at the time, as set forth at Meeting locations or on the Website. You agree to pay, using a valid credit card (or other form of payment which we may accept from time to time), such fees, applicable taxes, and other charges and fees incurred in order to use or access your subscription. We reserve the right to increase fees, or to institute new fees at any time, upon advance notice communicated to you through a posting on the Website, in the Apps, or such other means as we may deem appropriate (including email or conventional mail). In addition to the fees we charge you, you are responsible for all charges and fees associated with signing up for and using your subscription, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service

provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access or use the Offerings, the Website and/or Apps. After your payment for your initial billing period, we will automatically charge your credit card (or other account, if applicable) up to 15 days prior to the start of each renewal period, unless you have cancelled your subscription before you are charged for the relevant renewal period. The renewal charge will be the same as the prior period's charge, unless we notify you at the time of sign-up or prior to the beginning of the renewal period as described above, or if you were previously signed up for a discount rate for which you are no longer eligible or a savings plan -- in which case your subscription will automatically be renewed at our standard subscription rates and for our standard period (usually monthly). If we offer you the choice to purchase another available savings plan, and you wish to purchase such savings plan, you must notify us before you are charged for the next subscription period (usually about 15 days before the expiration of your current plan). Each time you attend Meetings, participate in Coaching or log onto the Website and/or Apps you reaffirm your agreement that we may charge your credit card (or other form of payment, if applicable). In the event we cannot charge your account, we reserve the right to terminate your subscription.

You agree to provide us with true, accurate and complete information as required by the sign-up process ("Subscription Data"), including your legal name, address, telephone number, email address and applicable billing information (e.g., credit card number and expiration date), and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Subscription Data and any other information you provide to us. Without limiting any other provision of this Agreement, 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 subscription, and if applicable, your user account, and refuse any and all current or future use and/or access by you of the Offerings, the Website and/or Apps (or any portion thereof).

5. Cancellation of Subscription

You can cancel your subscription by contacting Customer Service at cancelmonthypass@weightwatchers.com or as otherwise set forth in the Monthly Pass/Total Access Cancellation Policy, which can be found at <http://www.weightwatchers.com/monthypasscancellation> or in your Meeting. We will attempt to process all cancellation requests promptly, provided that you send your request via the acceptable methods.

From time to time, we may have special, discounted long term commitment plans with a predetermined early termination fees in lieu of our standard cancellation policy. If you subscribe to such a plan and you decide to cancel at any time prior

to the end of the commitment plan period, you will be charged the pre-determined early termination fee as specified in the plan offer terms.

We may allow you to cancel your subscription with respect to the Meetings portion, the Coaching portion and/or the Website and Apps portions of your subscription. In that case, this Agreement (and the Website and Apps Terms and Conditions as applicable) would continue to apply to your access to the Meetings provided by your Service Provider, Coaching and/or to the Website and Apps, to the extent that such access continues as part of your subscription.

6. Refunds

Our fees, including the full monthly fee for any month (or portion thereof) elapsed (regardless of whether you attended Meetings, participated in Coaching or logged onto the Website or Apps during that month), and any sign-up or registration fee, are nonrefundable except as set forth below:

(1) If you subscribe to a prepaid savings plan and you decide to cancel during the period for which you have prepaid, we will refund you the difference (if any) if the amount you paid is greater than the amount you would have paid for the months elapsed if you were subject to our standard pricing in effect during such time and not subject to a savings plan.

(2) Depending on when we receive your notice of cancellation, it is possible that we may have already charged you for your next subscription period. In that case, we will refund you the full amount for that next subscription period as long as you return to us, in accordance with the [Monthly Pass/Total Access](#), any material we send you that provides you with access to the Meetings for that next period (typically your next Monthly Pass card), and do not access any of the Offerings or the Website and/or Apps during that next period.

(3) If you are canceling your subscription within 5 days (or such other period as required by law) of your initial purchase, we will refund the full amount of such initial purchase.

(4) If your subscription is cancelled due to your failure to satisfy limitations we set based on demographic, geographic, health or other similar criteria, or due to your death, disability, or relocation prior to the end of a period for which you have incurred a charge, then, with the exception of any fixed upfront fee we may have charged, we will refund any unused portion of such period. In addition, in certain states you may have additional rights with respect to cancellation, as set forth in Section 14 below. Notwithstanding Section 14, you may always cancel using any of the methods, and for any of the reasons, set forth in the [Monthly Pass/Total Access Cancellation Policy](#).

(5) If we terminate your subscription (as opposed to you canceling your subscription), other than due to your violation of this Agreement, prior to the end of a period for which you have incurred a charge, with the exception of any fixed upfront fee, we will refund any unused portion of such period on a pro rata basis.

(6) If you cancel your subscription and are entitled to a full refund, we reserve the right to charge a fee to cover the cost to us of any administrative or other

services you may have used prior to your cancellation, to the extent permitted by law.

7. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review the [Notice of Privacy Practices](#). Please note, coaching sessions conducted over the telephone will be recorded for quality assurance purposes.

8. Availability of Monthly Pass

The availability and use of your subscription may be limited based on demographic, geographic, health or other criteria we may establish from time to time. You understand and agree we may disallow you from subscribing or may terminate your subscription at any time based on these criteria. For example, pregnant women and individuals under the age of 18 may not subscribe. As a subscriber, you represent that you are a United States citizen or resident with a valid United States mailing address. We may limit the availability of Meetings or Coaching to individuals currently attending Meetings in participating areas or participating locations. Please visit <http://www.weightwatchers.com/monthlypasslocations>. While you may use your subscription to attend meetings in any participating areas, if you regularly attend meetings operated by a Service Provider other than the Service Provider listed on your Monthly Pass card, then in order to use your subscription following the end of your current billing period, you may be required instead to sign up for a subscription with the Service Provider operating the Meetings you regularly attend. Fees may vary by Service Provider.

9. Relationship between Service Provider and Weight Watchers International

Your Service Provider is a subsidiary or franchisee of Weight Watchers International, Inc., licensed to use its brand and intellectual property in Meetings and is responsible for your subscription.

10. Disclaimer of Warranty

PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU FROM WEIGHT WATCHERS PERSONNEL SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

11. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE 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) ACCESS TO, OR THE INABILITY TO ACCESS, THE OFFERINGS, WEBSITE AND/OR APPS; (B) THE USE OF ANY PRINTED MATERIAL; OR (C) UNAUTHORIZED ACCESS TO, USE OF OR ALTERATION OF YOUR DATA. IN NO EVENT SHALL OUR 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 FOR YOUR SUBSCRIPTION. IF YOU ARE DISSATISFIED WITH ANY PORTION OF YOUR SUBSCRIPTION, ANY PROVISION OF THIS AGREEMENT, OR ANY PRACTICE OR POLICY OF OURS (INCLUDING WITHOUT LIMITATION ANY CHANGE IN CONTENT, OR IN THE AMOUNT OR TYPE OF FEES ASSOCIATED WITH YOUR SUBSCRIPTION), YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF YOUR SUBSCRIPTION. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our 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 attorney's fees and expenses) arising from your improper use of any Weight Watchers products or services (including, without limitation, Monthly Pass and Total Access, the Website and/or Apps, as applicable), your violation of this Agreement, or the infringement or use by you or any other user of your account, of any intellectual property or other right of any person or entity.

13. Governing Law and Choice of Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, 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 this Agreement shall be filed only in the state or federal courts located in New York County in the State of New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

14. State Law Provisions

a. Provisions applicable to you if you attend Meetings in California

(1) You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of

similar effect, or cancel as provided in the Monthly Pass Cancellation Policy. This notice shall be sent to: Weight Watchers International, Inc., 7171 W. 95th Street, Suite 400, Overland, KS 66212.

(2) You, or your estate, may cancel this contract for the following reasons: (i) you move your primary residence further than 50 miles from your current meeting location and you cannot use your subscription at a comparable meeting location or (ii) you are unable to receive all services for which you have contracted, due to death or disability during the term of your contract. In either of these cases, you may cancel by mailing or delivering written notice of your cancellation to us as provided in the [Monthly Pass/Total Access](#). If you cancel for either of these reasons, you will be entitled to a pro-rated refund.

b. Provisions applicable to you if you attend Meetings in Iowa

(1) NOTICE TO BUYER: DO NOT ACCEPT THIS CONTRACT UNTIL YOU READ IT.

(2) BUYER'S RIGHT TO CANCEL:

You may cancel this transaction within three business days from the date you enter this agreement.

If you cancel, any payments made by you under the contract, less an administrative fee not to exceed twenty dollars, and any negotiable instruments executed by you will be returned within forty-five days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. After you cancel, we may request the return of all contracts, membership cards, and other documents or evidence of membership. To cancel this transaction, send, or deliver a signed and dated copy of this cancellation notice or any other written notice by certified or registered mail to Weight Watchers International, Inc., 7171 W. 95th Street, Suite 400, Overland, KS 66212, or cancel as otherwise provided in the [Monthly Pass/Total Access](#), not later than midnight of the third business day after your purchase.

(3) You, or your estate, may cancel this contract if you die or become totally physically disabled for the duration of the contract. In either of these cases, you may cancel by mailing or delivering written notice of your cancellation to us as provided in the Monthly Pass Cancellation Policy. If you cancel for either of these reasons, you will be entitled to a pro-rated refund.

For Iowa residents only, the maximum length of this contract shall be thirty-six months from the date you sign up. You will be billed in monthly installments.

c. Provisions applicable to you if you attend Meetings in Maryland Notice of Consumer Rights:

(1) Our registration number with the Consumer Protection Division of the Office of the Attorney General is E2322.

(2) We have posted bond with the Consumer Protection Division of the state of Maryland in the amount of \$4 million.

(3) If your regular meeting location is closed for a period of longer than one month, you are entitled to your choice of either an extension of your contract or a

prorated refund. If the closing is not the fault of the business, we are entitled to choose either the extension or refund.

d. Provisions applicable to you if you attend Meetings in South Carolina
For South Carolina residents only, the maximum length of this contract shall be twenty-four months from the date you sign up. You will be billed in monthly installment.

e. Provisions applicable to you if you attend Meetings in Wisconsin

(1) CANCELLATION AND REFUNDS

Right to Cancel. You are permitted to cancel this contract until midnight of the 3rd operating day after the date on which you signed the contract. If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3rd operating day after the day on which you received notice of their availability, to cancel the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying us by any writing mailed or delivered to Weight Watchers International, Inc., 7171 W. 95th Street, Suite 400, Overland, KS 66212, or canceling as otherwise provided in the [Monthly Pass/Total Access](#). If you do so cancel, any payments made by you, less the value of services already provided, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by Weight Watchers and arrangements will be made to relieve you of any further obligation to pay the same.

(2) You, or your estate, may cancel this contract if you die or become disabled during the term of your contract. In either of these cases, you may cancel by mailing or delivering written notice of your cancellation to us as provided in the Monthly Pass Cancellation Policy. If you cancel for either of these reasons, you will be entitled to a pro-rated refund.

15. Miscellaneous Terms

In any action against us arising from the use of your subscription, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs and reasonable attorney's fees. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement, as it may be updated from time to time, together with the Website and Apps Terms and Conditions and any Meeting Terms and Conditions, are the entire agreement between you and Weight Watchers relating to the subject matter herein. Weight Watchers may assign its rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees. You agree that if we do not exercise or enforce any legal right or remedy under this Agreement (or which we would have under any applicable law), that will not be construed as a waiver of our rights.

For purposes of this Agreement, if your Service Provider has been identified as “Weight Watchers UWIN,” your Service Provider is: (i) Weight Watchers of Salt Lake City, Inc., for meetings in Utah, Wyoming or Nevada, or (ii) Weight Watchers of Southern Idaho, Inc., for meetings in Idaho.

If your Service Provider has been identified as “Weight Watchers of Greater MS, So. AL, FL Panhandle,” your Service Provider is: (i) WW Inc. dba Weight Watchers In Greater Mississippi, Inc., for meetings in Mississippi, or (ii) BJM Inc. dba Weight Watchers of Southern Alabama and Florida Panhandle, Inc., for meetings in Alabama and Florida. (Last modified on November 3rd, 2016)

Website and Apps Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR ACCESS TO AND/OR USE OF THE WEBSITE AND APPS CAREFULLY.

1. Scope of Agreement

Unless otherwise indicated, these Terms and Conditions (“Terms”) apply to your use of and/or access to the weightwatchers.com website and/or other websites (collectively, “Website”) and the Apps which are owned or operated by WeightWatchers.com, Inc. or its affiliates (collectively, “we,” “us,” or “our”), including any portions thereof available only to subscribers.

In addition to the applicable terms set forth herein, access to the Website and Apps shall be subject to the Monthly Pass and Total Access Subscription Agreement (the “Agreement”) which is incorporated into these Terms by this reference. Your use of the Website and Apps may also be subject to your agreement to additional terms and conditions provided on the Website and in the Apps (the “Additional Website Terms”).

2. Binding Agreement

We reserve the right, in our sole discretion, to change, add or remove provisions of these Terms at any time. You should check these Terms periodically for changes – you may find it through the “Subscription Agreement” link at the bottom of each page on our Website and in the Menu of the Apps. By using the Website and the Apps, including after any changes are posted to these Terms or you are otherwise notified of such changes, you agree to these Terms and accept those changes, whether or not you have reviewed them. If you do not agree to these Terms, you should not use or access the Website or the Apps.

3. Your Access to the Website and Apps

If you do not comply with these Terms or the Agreement at any time, we reserve the right to cancel or terminate your password, user account, and/or use of and access to the Website and the Apps (or any part thereof). You agree not to register or subscribe for more than one account, create an account on behalf of

someone else, or create a false or misleading identity on this Website or the Apps. If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Website or the Apps using another user name or through any other means. If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without notice to you, or to exercise any other remedies available to us under these Terms or by law.

4. Charges and Fees

You are responsible for all charges and fees associated with signing up for and connecting to the Website and the Apps. Certain portions, components, content and features of the Website and the Apps are only available to paying subscribers. You are entirely responsible for maintaining the confidentiality of your password and user account information and for all activities which occur under your account. You must notify us immediately in the event of any known or suspected unauthorized use of your user account or breach of security. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you notify Customer Service of such breach of security.

5. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review the [Privacy Policy](#), which is incorporated into these Terms by this reference.

6. Automatically Become a Registered User

Once you accept these Terms, you automatically become a registered user of this Website, which provides you with access to certain products, offerings, features, or resources of the Website. If you cancel your subscription, you will remain a registered user of the Website unless you specifically request otherwise.

7. Restrictions on Use of Materials

You acknowledge that the Website and Apps may contain information, software, photos, videos, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively “Content”) that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights. All Content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. The Content and functionality may be covered by U.S. Patents No.’s 6,040,531; 6,436, 036; 6,663,564, 7,523,040, 7,361,143, 8,595,023, 8,382,482 and additional patents pending. 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 commercially exploit, any of the Content, in whole or in part. When Content is received by you in printed form or downloaded to your computer or mobile phone, you do not obtain any ownership interest in such Content. The Website and Apps and all Content is solely for your personal, non-commercial use and use of any Content for any other purpose, is prohibited without our prior written consent.

8. Connect Standards and Conduct Guidelines

You acknowledge that all Content posted, emailed, or otherwise transmitted to, or on our Weight Watchers community which can be accessed via the Website or through the App ("Connect"), 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 Connect. We do not control the Postings posted, emailed or otherwise transmitted by others and, as such, do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted standards and conduct guidelines for the users Connect (as described below), you understand that by using Connect, 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 Connect. You agree not to use Connect to:

- Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- Harm minors in any way or solicit or otherwise attempt to gain any information from a minor;
- Impersonate any person or entity, including, but not limited to any user of Connect, a director, officer, employee, shareholder, agent or representative of ours or any other person or entity, or falsely

- state or otherwise misrepresent your affiliation with us or any other person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through Connect;
 - Upload, post, email or otherwise transmit any Postings or other materials that are not your own, or 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);
 - 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;
 - Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation;
 - 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;
 - Disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user's experience of Connect;
 - Interfere with or disrupt Connect or servers or networks connected to Connect, or disobey any requirements, procedures, policies or regulations of networks connected to Connect;
 - Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;

- "Stalk" or otherwise harass another user of Connect;
- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of Connect; or
- Access or attempt to access another user's account without his or her consent.

Your privilege to use and/or access the Website and Apps (including Connect) and contribute to discussions on Connect depends on your compliance with the standards and conduct guidelines set forth above. We may revoke your privileges to use and/or access all or a portion of Connect and/or take any other appropriate measures to enforce these standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to the standards and conduct guidelines, or any part of these Terms, we may terminate, in our sole discretion, your use of, or participation in Connect. We reserve the right to monitor some, all, or no areas of Connect for adherence to the standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings on Connect, we are acting as a passive conduit for such distribution and are not undertaking any obligation or liability relating to any Postings or activities, nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any Posting for any reason, we have no obligation to review Content prior to when it is posted or to delete Postings that you may find objectionable or offensive. We are not responsible for maintaining a copy of any material we remove from Connect, and we are not liable for any loss you incur in the event that Content you post or transmit to Connect is removed.

9. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or to the Website or Apps any Content (collectively, the "Submissions"), you grant us and our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, 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, to the extent you are not the exclusive holder of all Rights in a submission, any third party holder of any Rights, including moral rights in such Submissions, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license

stated above. 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. You also permit any user to access, display, view, store and reproduce for personal use any Submission that you have made available on Connect. Subject to the foregoing, the owner of a Submission placed on the Website or in the Apps retains any and all Rights that may exist in such Submission. 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.

10. Parental or Guardian Permission

Some of the Content on this Website and in the Apps may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE AND THE APPS. We strongly recommend that children between the ages of 13 and 18 ask for their parent's or guardian's permission before viewing this Website or the Apps. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE.

11. Website Links

These Terms apply to this Website and the Apps, and not to the websites or apps of any other person or entity. We may provide, or third parties may provide, links to other websites, apps or resources. You acknowledge and agree that we are not responsible for the availability of such external sites, apps 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, apps 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 or apps (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 or app to that website's or app's administrator or webmaster.

12. Third Party Products and Services

You may be able to order services, merchandise or other products through the Website or Apps from other parties (collectively, the "Third Party Sellers"). All matters concerning the services, merchandise and other products of 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

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- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Website and/or the Apps;
- your name, mailing address, telephone number and email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

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17. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our 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 attorney's fees and expenses) arising from your improper use of any Weight Watchers products or services (including, without limitation, the Website and Apps), your violation of these Terms, or the infringement or use by you or any other user of your account, of any intellectual property or other right of any person or entity.

18. Governing Law and Choice of Forum

These Terms shall be governed by and construed in accordance with the laws of the State of New York, 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 these Terms shall be filed only in the state or federal courts located in New York

County in the State of New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

19. Miscellaneous Terms

In any action against us arising from the use of the Website and/or the Apps, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs 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, as they may be updated from time to time, together with the Agreement and any Coaching Terms, Meeting Terms and Conditions and Additional Website and Apps Terms, are the entire agreement between you and us relating to the subject matter herein. We may assign our rights and obligations under these Terms. These Terms will inure to the benefit of our successors, assigns and licensees. You agree that if we do not exercise or enforce any legal right or remedy under these Terms (or which we would have under any applicable law), that will not be construed as a waiver of our rights.

(Last modified as of November 14, 2017)