

VITAL VOYAGER

Terms of Service

Version 1.0 — Effective 06/11/26

Please read these Terms of Service carefully. They include a binding arbitration clause and class-action waiver in Section 14, a limitation of liability in Section 12, and other provisions that affect your legal rights. If you do not agree to these terms, do not use Vital Voyager.

1. Acceptance and Binding Effect

These Terms of Service (“Terms”) form a binding legal agreement between you and Vital Voyager LLC, a Tennessee limited liability company (“Vital Voyager,” “we,” “us,” or “our”). By accessing or using vitalvoyagertravel.com or any related service we operate (collectively, the “Platform”), by completing the click-through acknowledgment that gates access to the Platform, by creating an account, or by purchasing any product or membership from us, you agree to be bound by these Terms, our Privacy Policy, and our Medical Disclaimer, each of which is incorporated by reference.

If you do not agree to these Terms, you must not access or use the Platform or purchase any product or membership from us. Your continued use of the Platform after we post any modification of these Terms (as described in Section 17) constitutes your acceptance of the modified Terms.

2. Eligibility and Account Responsibility

2.1 Age. You must be at least 18 years old to access or use the Platform or to create an account. Residents of Alabama or Nebraska must be at least 19 years old. Residents of Mississippi or Puerto Rico must be at least 21 years old. By accepting these Terms, you represent that you meet the applicable age requirement for your jurisdiction.

2.2 No minor users. The Platform is not directed to children under 13, and we do not knowingly collect personal information from children under 13. If we learn that we have collected personal information from a child under 13 without verifiable parental consent, we will delete that information promptly. If you believe a child under 13 has provided us with personal information, please contact us at legal@vitalvoyagertravel.com.

2.3 Account responsibility. If you create an account, you are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately at legal@vitalvoyagertravel.com of any unauthorized use of your account. We are not liable for any loss or damage arising from your failure to safeguard your account credentials.

2.4 Geographic eligibility. The Platform is intended for use by persons located in the United States and is not directed at residents of any country subject to U.S. economic sanctions (currently including Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine, among

others). You represent that you are not located in, under the control of, or a national or resident of any such country, and that you are not on any U.S. government list of restricted persons or entities. Persons accessing the Platform from outside the United States are responsible for compliance with the laws of their own jurisdiction.

3. Description of Services

3.1 The Platform. Vital Voyager publishes (a) AI-generated, physician-reviewed country health and safety dossiers; (b) educational articles on traveler health; (c) curated travel health kits available for purchase; (d) tiered membership offering varying levels of access; and (e) the Mission Scholarship Program, a discount program for qualifying nonprofit organizations. Vital Voyager also maintains relationships with independent third-party providers of travel insurance and travel rescue services, as described in Section 7.

3.2 Educational, not medical. The Platform is an educational publication. It is not a medical service, a telemedicine service, or a provider of clinical care. Vital Voyager does not diagnose, treat, prescribe for, or provide medical care to any individual user. See Section 4 for the full no-medical-advice clause and the Medical Disclaimer, which is incorporated by reference.

3.3 Free and paid tiers. We offer a free tier (Explorer) with limited access and paid tiers (Voyager and Elite) with broader access. The features and pricing of each tier are described on the Platform and may change from time to time. Paid memberships are billed in advance and renew automatically unless canceled before the renewal date. Refunds are governed by Section 9.

3.4 No guarantee of continuous availability. We do not guarantee that the Platform will be available without interruption or that any specific content will remain accessible. We may modify, suspend, or discontinue any part of the Platform at any time, with or without notice.

4. No Medical Advice; No Doctor-Patient Relationship

4.1 Educational content only. The content published on the Platform — including country dossiers, kit recommendations, articles, checklists, and any other published material — is general educational information about traveler health and safety. It is not individualized medical advice and is not a substitute for consultation with a licensed healthcare provider who knows your personal medical history.

4.2 No physician-patient relationship. Although Vital Voyager was founded by a physician, no physician affiliated with Vital Voyager is acting as your physician through the Platform. Your access to or use of the Platform, your communication with us, your purchase of a kit, your enrollment in any membership tier, and your reading of or reliance on any content published by Vital Voyager do not create a physician-patient relationship between you and Vital Voyager or any any contributor to the Platform. Vital Voyager does not diagnose, treat, prescribe for, or provide clinical care to you or to any other user.

4.3 Consult your own healthcare provider. You agree to consult your own licensed healthcare provider — and a travel medicine specialist for higher-risk destinations — about your travel plans, vaccination needs, prescription medications, and personal health risks before

relying on any information from the Platform. The Platform is not a substitute for that consultation.

4.4 No emergency services. The Platform does not provide emergency medical services or emergency response of any kind. If you are experiencing a medical emergency, call 911 (in the United States) or your local emergency number, or seek immediate care from a healthcare professional. Do not rely on the Platform for emergency information.

4.5 Information may be incomplete or outdated. Travel health and safety conditions change rapidly. Disease outbreaks, civil unrest, vaccine entry requirements, and government advisories shift between when content is published and when you may travel. You agree to independently verify current conditions with the U.S. Centers for Disease Control and Prevention ([cdc.gov/travel](https://www.cdc.gov/travel)), the U.S. Department of State (travel.state.gov), and the World Health Organization ([who.int](https://www.who.int)) immediately before any departure.

5. AI-Generated Content Disclosure

5.1 AI authorship and physician review. Vital Voyager's country dossiers are produced using artificial intelligence technology that performs live searches of current government and public-health sources, and the resulting content is reviewed by a physician before publication. Some other content on the Platform (articles, kit descriptions, summaries) may also be created or assisted by AI technology and is reviewed before publication.

5.2 Limits of AI content. AI-generated content may contain errors, omissions, fabricated citations, outdated information, or other inaccuracies despite human review. The government and public-health sources from which our content is generated may also be incomplete, outdated, or contain other errors or omissions. Our AI-and physician-review workflow may not identify all such issues. You agree that you will not rely solely on Vital Voyager's content for any decision that materially affects your health or safety, and that you will independently verify any information from Vital Voyager that you propose to rely on before traveling.

5.3 Methodology page. Our Methodology page describes our AI-and-physician-review workflow in greater detail. We update the Methodology page as our workflow evolves.

6. Travel Health Kits

6.1 What the kits contain. Vital Voyager sells curated travel health kits containing over-the-counter medications, first-aid supplies, and travel-health items. Kits do not contain prescription medications. The specific contents of each kit are listed on the kit's product page; the listing on the product page at the time of purchase controls. Kits ship to United States addresses only.

6.2 Read all labels before use. You agree to read the original manufacturer label and any included instructions for every item in your kit before use. You are responsible for confirming that you are not allergic to any kit component, that the item is appropriate for your medical condition, and that the item is not expired or contraindicated for your situation.

6.3 Not for treatment of serious conditions. Kit contents are intended for self-management of minor symptoms and for first-response care while seeking professional medical attention. They are not a substitute for evaluation by a licensed healthcare provider for any

serious or worsening condition. Seek professional medical care promptly for any symptom that does not resolve quickly, that worsens, or that is severe.

6.4 Allergens and contraindications. Kit components may include common allergens (latex, adhesives, antihistamines, NSAIDs, food-derived ingredients, and others). You agree to review the components list before purchase and to consult your healthcare provider if you have any known allergies, drug interactions, or medical conditions that may be affected by kit components.

6.5 Mission Kits and Expedition Clinical Leader Kits. The Mission Kit and Expedition Clinical Leader Kit contain more advanced supplies intended for use by trained group leaders. All items in these kits are over-the-counter; Vital Voyager LLC does not include prescription drugs or prescription medical devices in any kit at any tier. By purchasing a Mission Kit or Expedition Clinical Leader Kit, you represent that you or the individual designated to use the kit has the necessary training and authority to use the items in the kit safely and lawfully for the intended trip and population. You agree to use the kit consistent with that training and authority and not for any use beyond it.

6.6 Returns and refunds. Unopened kits in original packaging may be returned within 30 days of delivery for a refund of the purchase price, minus return shipping. Opened kits, partially used kits, and kits with compromised packaging are not returnable for safety reasons. Memberships and the Mission Scholarship discount are subject to the refund terms in Section 9.

6.7 Shipping. We are not responsible for delays in shipping or events beyond our control. Risk of loss and title for kit products pass to you upon our delivery of the kit to the carrier.

7. Third-Party Products and Services

7.1 Material connection disclosure. Vital Voyager has commercial relationships with third-party providers of travel insurance and travel rescue services, currently including IMG iTravelInsured Choice (administered via Impact.com) and Global Rescue. We may earn a commission if you purchase a product or membership through links on the Platform. We disclose this material connection on every page where affiliate links appear.

7.2 “We use what we sell.” Our founder personally uses any such third-party products on his own international travel. We recommend these companies because we believe in their products, based on direct personal experience — not because of the commission. You retain full discretion to evaluate these other companies’ products on their own terms, to compare to alternatives, and to decide whether to purchase.

7.3 Third-party companies are independent. IMG iTravelInsured Choice, Global Rescue, and any other company (other than Vital Voyager) referenced on the site are independent third-party companies. Their products and services are offered under their own terms of service, privacy policies, and other agreements. Vital Voyager is not a party to any contract between you and any such third-party companies, does not act as agent for any such third-party companies, and is not responsible for the conduct, performance, or non-performance of any such third-party company or their products or services.

7.4 No insurance or rescue services from us. Vital Voyager does not provide insurance, travel rescue, medical evacuation, security extraction, or any similar service. If you purchase such services from a third-party company listed on the Platform, your rights and remedies as to that third party are governed by that third party's terms of service or other agreements, not by these Terms.

8. Mission Scholarship Program

8.1 Program overview. Vital Voyager offers the Mission Scholarship Program, a discount program for qualifying nonprofit organizations and religious institutions that purchase Mission Kits for use on organized mission or volunteer travel.

8.2 Eligibility. To qualify, an organization must (a) be a current IRS-recognized 501(c)(3) tax-exempt organization, or a religious institution, in good standing; (b) be purchasing kits for the use of an organized mission or volunteer trip and not for personal travel by the organization's leadership; and (c) submit a complete Mission Scholarship application providing the organization's legal name, EIN or equivalent identifier, a brief description of the planned trip, the requesting individual's name and authority, and the number of kits requested. Eligibility may be verified against the IRS Tax Exempt Organization Search or analogous public records before any discount is issued.

8.3 Discount amount and annual cap. Discount amounts are set by Vital Voyager in its sole discretion and may change over time. A per-organization annual cap (currently 50 kits per organization per calendar year) applies; we may revise the cap in our discretion. Discounts may not be combined with other promotions and are not exchangeable for cash.

8.4 Termination of discount. Vital Voyager may revoke a Mission Scholarship discount at any time, in our sole discretion, including without limitation for (a) misrepresentation in the application; (b) use of kits inconsistent with the stated trip purpose; (c) attempted resale of kits acquired at a discounted price; or (d) any other conduct we determine to be inconsistent with the spirit of the program. Revocation does not entitle you to any refund.

8.5 The Mission Scholarship is a discount, not a charitable contribution. The discount is a price reduction for qualifying buyers and does not constitute a charitable contribution from Vital Voyager LLC nor does it constitute an endorsement of any discount recipient organization's stated mission, activities or messaging. Vital Voyager LLC does not solicit or accept charitable contributions in connection with kit sales. No portion of any kit sale is paid to a charity by Vital Voyager.

9. User Conduct; Termination

9.1 Permitted use. You may use the Platform for your own personal, non-commercial purposes (and, in the case of Mission Scholarship purchases, for the qualifying organizational purpose described in Section 8). You may not use the Platform for any unlawful purpose or in any manner that infringes the rights of others or harms Vital Voyager.

9.2 Prohibited conduct. Without limiting the foregoing, you will not: (a) access the Platform by means of automated tools (scrapers, crawlers, bots) without our prior written permission; (b)

attempt to gain unauthorized access to any part of the Platform, any account other than your own, or any related computer system; (c) reverse engineer, decompile, or otherwise attempt to discover the source code or underlying structure of the Platform; (d) interfere with the operation of the Platform or any other user's use of the Platform; (e) republish, redistribute, or commercially exploit any content from the Platform without our prior written permission; (f) misrepresent your identity, eligibility, or any other material fact in connection with the Platform; (g) use the Platform to make medical decisions for any other person without that person's informed consent; or (h) attempt to circumvent any feature limit, paywall, age gate, or geographic restriction.

9.3 Suspension and termination. We may suspend or terminate your access to the Platform, your account, your purchases, or any membership at any time, with or without notice, for any breach of these Terms or for any reason in our sole discretion. We may also discontinue the Platform in whole or in part, at any time, with or without notice.

9.4 Effect of termination. On termination of these Terms or your account: (a) your right to use the Platform ends; (b) we may delete your account data subject to our Privacy Policy; (c) any then-outstanding obligations of yours (including obligations to pay for products or memberships ordered before termination) survive; (d) this Section 9.4 together with Sections 3.2, 4, 5, 6, 7, 9.5, 10.1, 10.3, 10.4, 11, 12, 13, 14, 15, 16, 18, and 19 of these Terms survive termination.

9.5 Refunds on membership cancellation. If you cancel a paid membership, the cancellation takes effect at the end of the then-current billing period. We do not provide pro-rata refunds for the unused portion of a billing period unless required by applicable law. Refunds of kit purchases are governed by Section 6.6.

10. Intellectual Property

10.1 Our content. The Platform, including all content published by Vital Voyager (country dossiers, articles, checklists, kit descriptions, the Vital Voyager brand and logos, and all other materials), is owned by Vital Voyager LLC or its licensors and is protected by United States and international copyright, trademark, and other intellectual property laws.

10.2 Limited license to you. Subject to your compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Platform and the content for your own personal, non-commercial purposes. You may download a copy of any content for your own personal use, but you may not republish, redistribute, sublicense, or sell any content from the Platform without our prior written permission.

10.3 Trademarks. "Vital Voyager," the Vital Voyager logo, and other Vital Voyager marks are trademarks of Vital Voyager LLC. Other product and company names mentioned on the Platform are the trademarks of their respective owners.

10.4 Feedback. If you submit suggestions, ideas, or feedback about the Platform to us, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use that feedback for any purpose without compensation to you.

11. Disclaimer of Warranties

THE PLATFORM, ALL CONTENT, AND ALL PRODUCTS AND SERVICES OFFERED THROUGH THE PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

WITHOUT LIMITING THE FOREGOING, VITAL VOYAGER LLC AND ITS OWNERS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, THE “VITAL VOYAGER PARTIES”) EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Without limiting the generality of the foregoing, we do not warrant that the Platform will be uninterrupted or error-free, that content is accurate, complete, current, or appropriate for your circumstances, that any specific health or safety outcome will result from your use of the Platform, or that products or services sold or mentioned on the Platform will meet your needs or expectations.

Some jurisdictions do not allow the exclusion of certain warranties. To the extent such jurisdictions apply, certain of the above exclusions may not apply to you, and you may have additional rights.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY OF THE VITAL VOYAGER PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM, YOUR RELIANCE ON CONTENT, YOUR PURCHASE OR USE OF ANY PRODUCT, OR YOUR DEALINGS WITH ANY THIRD PARTY COMPANY MENTIONED ON THE PLATFORM OR USE OF ANY PRODUCTS OR SERVICES THEY SELL, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF THE VITAL VOYAGER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF THE VITAL VOYAGER PARTIES TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM, ANY GOODS OR SERVICES SOLD OR MENTIONED ON THE PLATFORM, OR THESE TERMS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS YOU HAVE PAID TO VITAL VOYAGER LLC IN THE TWELVE (12) MONTHS

PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

12.1 Carve-outs. Nothing in this Section 12 limits or excludes liability for: (a) gross negligence, recklessness, willful misconduct, or fraud; (b) any liability that cannot be limited or excluded under applicable law; (c) liability for personal injury or death where applicable state law prohibits such limitation; or (d) other rights not contractually waivable under the laws of your jurisdiction.

12.2 Severability of limitation. If any portion of this Section 12 is held unenforceable in a particular jurisdiction or as applied to a particular claim, the remainder of this Section 12 will continue in full force and effect, and the unenforceable portion will be modified to the minimum extent necessary to make it enforceable while preserving the parties' intent to limit liability to the fullest extent permitted by applicable law.

12.3 Essential basis. You acknowledge that these limitations of liability are an essential basis of the bargain between you and Vital Voyager LLC and that, without these limitations, Vital Voyager would not provide the Platform to you on the economic terms it does.

13. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Vital Voyager Parties from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) your breach of these Terms; (b) your violation of any law or the rights of any third party in connection with your use of the Platform; (c) your misuse of any product purchased from the Platform; (d) your unauthorized use of content from the Platform; or (e) any false statement you make in connection with eligibility for the Mission Scholarship Program.

We reserve the right to assume the exclusive defense and control of any matter for which you are required to indemnify us, in which case you agree to cooperate with our defense. You may not settle any claim without our prior written consent. Nothing in this Section 13 requires you to indemnify the Vital Voyager Parties for their own gross negligence, recklessness, willful misconduct, or fraud.

14. Binding Arbitration; Class-Action Waiver; Opt-Out

READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO RESOLVE MOST DISPUTES WITH VITAL VOYAGER THROUGH BINDING INDIVIDUAL ARBITRATION AND TO WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION. THIS SECTION INCLUDES A 30-DAY OPT-OUT WINDOW.

14.1 Agreement to arbitrate. Except as set forth below, any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, any product purchased from the Platform, or any other interaction between you and Vital Voyager (a "Dispute") will be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, available at www.adr.org. Arbitration will be conducted in Nashville, Tennessee, by a single arbitrator. The arbitrator's decision will be

final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

14.2 What you are giving up. By agreeing to arbitration, you are giving up your right to have a Dispute decided by a judge or jury in court. You are also giving up your right to participate in a class action, collective action, or other representative proceeding against Vital Voyager. Discovery and review of an arbitration award are limited compared to discovery and appeal in court. This is what you are agreeing to.

14.3 Class-action waiver. You and Vital Voyager each agree that any Dispute will be brought only in your or our individual capacity, and not as a plaintiff or class member in any class, collective, consolidated, or representative action. The arbitrator may not consolidate more than one person's claims, may not preside over any form of representative proceeding, and may award relief only to the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court finds that this class-action waiver is unenforceable, the entire arbitration agreement in this Section 14 is void, and the Dispute must instead be brought in court (subject to Sections 15 and 16).

14.4 Carve-outs. Notwithstanding the foregoing: (a) either party may bring an individual claim in small claims court in a court of competent jurisdiction, provided the claim remains in small claims court and is not removed or appealed to a court of general jurisdiction; (b) if you are a California resident, you retain the right to seek public injunctive relief under the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.), the False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.), or the Consumers Legal Remedies Act (Cal. Civ. Code § 1750 et seq.) in California state or federal court, in accordance with *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), and any arbitration of arbitrable claims will be stayed pending resolution of the public-injunctive-relief claim; (c) either party may seek injunctive relief in a court of competent jurisdiction to prevent unauthorized use of intellectual property pending arbitration; and (d) nothing in this Section 14 prevents you from filing a complaint with any state or federal agency or regulator.

14.5 Opt-out. You may opt out of the arbitration agreement and class-action waiver in this Section 14 by sending written notice to legal@vitalvoyagertravel.com within thirty (30) days of the date you first accept these Terms. The notice must include your full name, your account email (if applicable), and a statement that you opt out of the arbitration agreement in Section 14 of the Vital Voyager Terms of Service. If you opt out, Sections 15 and 16 (limitations period and governing law/forum) still apply, and Disputes between you and Vital Voyager will be resolved by the courts identified in Section 16.

14.6 Arbitration costs. AAA Consumer Arbitration Rules govern the allocation of filing fees and arbitrator compensation. Vital Voyager will pay all administrative and arbitrator fees beyond your initial filing fee for any Dispute in which your claim is for \$10,000 or less, except where the arbitrator finds your claim or your conduct in arbitration to be frivolous or brought for an improper purpose (as measured by Federal Rule of Civil Procedure 11).

14.7 Survival. This Section 14 survives termination of these Terms, of your account, or of your access to the Platform.

15. Limitations Period

To the fullest extent permitted by applicable law, any claim or cause of action arising out of or related to these Terms or your use of the Platform must be commenced within one (1) year after the cause of action accrues. This limitations period is intended to be a contractually agreed limitation under, among other authorities, Tennessee Code Annotated § 28-3-104 and analogous provisions of other states' laws. Causes of action that cannot lawfully be contractually shortened are excluded from this Section 15 and remain governed by the applicable statutory limitations period.

16. Governing Law; Forum Selection

16.1 Tennessee law. These Terms and any Dispute between you and Vital Voyager will be governed by the laws of the State of Tennessee, without regard to its conflict-of-laws principles, except that the Federal Arbitration Act (9 U.S.C. §§ 1–16) governs the interpretation and enforcement of Section 14.

16.2 Forum. Subject to Section 14 (arbitration), any judicial proceeding arising from or related to these Terms must be brought exclusively in the state or federal courts located in Davidson County, Tennessee, or such other Tennessee county as is the location of Vital Voyager LLC's registered office at the time the proceeding is commenced. You and Vital Voyager each consent to the personal jurisdiction of those courts.

16.3 California statutory carve-out. If you are a California resident, you retain your rights to bring an action under the California Unfair Competition Law, the False Advertising Law, and the Consumers Legal Remedies Act in California state or federal court to the extent provided in Section 14.4, notwithstanding the forum-selection clause in this Section 16.

16.4 Other state-statutory carve-outs. Nothing in this Section 16 limits or waives any non-waivable right or remedy you may have under your state's statutes.

17. Modifications to These Terms

We may modify these Terms at any time. If we make any material change, we will (a) post the modified Terms on the Platform with a new effective date; (b) update the version number; and (c) re-prompt existing account holders to accept the modified Terms at next login. Your continued use of the Platform after the effective date of any modified Terms constitutes your acceptance of the modified Terms. If you do not agree to a modification, your sole remedy is to discontinue your use of the Platform and, if applicable, cancel your account.

Non-material changes (typographical corrections, broken-link updates, and similar non-substantive revisions) take effect upon posting without re-prompting. Material and non-material changes are described in our public Changelog page.

18. Force Majeure

Neither party will be liable for any failure or delay in performance of these Terms (other than payment of money owed) caused by events beyond that party's reasonable control, including but not limited to acts of God, natural disasters, fire, flood, earthquake, pandemic, epidemic, government action, civil unrest, war, terrorism, labor disputes, internet or telecommunications

failure, or third-party-provider failure. The affected party will use reasonable efforts to mitigate the effect of the force majeure event.

19. Miscellaneous

19.1 Electronic signatures and acceptance. You consent to receive these Terms, the Privacy Policy, the Medical Disclaimer, and all other communications related to the Platform in electronic form. Your acceptance of these Terms by completing the click-through acknowledgment, by creating an account, or by purchasing any product constitutes your electronic signature with the same legal force as a handwritten signature, under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Uniform Electronic Transactions Act as adopted in Tennessee.

19.2 Entire agreement. These Terms, together with the Privacy Policy, the Medical Disclaimer, and any product-specific terms presented at the point of purchase, constitute the entire agreement between you and Vital Voyager regarding the Platform and supersede all prior or contemporaneous communications and proposals, whether oral or written. Marketing copy, advertisements, and other public communications by Vital Voyager are not part of these Terms.

19.3 Severability. If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms will continue in full force and effect. The invalidity or unenforceability of any provision in a particular jurisdiction does not affect the validity or enforceability of that provision in any other jurisdiction or of any other provision in any jurisdiction.

19.4 No waiver. Our failure to enforce any right or provision of these Terms is not a waiver of that right or provision. A waiver of any provision is effective only if in writing and signed by Vital Voyager.

19.5 Assignment. You may not assign or transfer these Terms or your rights or obligations under these Terms without our prior written consent. We may assign these Terms freely, including in connection with a sale of our business or assets, without your consent. These Terms bind and inure to the benefit of the parties and their permitted successors and assigns.

19.6 Notices. Notices to Vital Voyager must be sent to legal@vitalvoyagertravel.com or to Vital Voyager LLC, c/o United States Corporation Agents, Inc., 5865 Ridgeway Center Parkway, Suite 384, Memphis, TN 38120, Tennessee. Notices to you will be sent to the email address associated with your account or, if you have no account, posted on the Platform. Notice is effective on delivery for email and on posting for Platform notices.

19.7 Contact. Questions about these Terms may be sent to legal@vitalvoyagertravel.com.

19.8 Headings. Section headings are for convenience only and do not affect the interpretation of these Terms.

19.9 Independent obligations. Each provision of these Terms operates independently. If a court declines to enforce a provision as drafted, the parties intend that the court enforce the provision to the maximum extent permitted by applicable law and that all other provisions remain in full force.