

TERMS & CONDITIONS
www.straxrejuvenation.com

Please read the following general website Terms and Conditions ("T&Cs" or "Agreement") carefully before accessing this website (the "Site"), submitting any information to the Site, requesting an appointment or a call through the Site or using the various Services we provide, as defined below, so that you are aware of your legal rights and obligations with respect to the Site or Jade Holdings Group, LLC d.b.a. Strax Rejuvenation and any of its affiliates, parents and subsidiaries (individually and collectively, "we," "us," "our" or "STRAX").

IMPORTANT INFORMATION

- THESE T&CS GOVERN BOTH SERVICES DELIVERED THROUGH OUR SITE AND THE PROVISION AND DELIVERY OF TEXT MESSAGES.
- WHEN ACCEPTING THESE T&CS, YOU AGREE TO RECEIVE FREE CONTENT AND/OR PROMOTIONAL OFFERS FROM US, INCLUDING USING SMS OR TEXT MESSAGES. BY AGREEING TO THIS AGREEMENT, YOU CONSENT TO US SENDING YOU NO MORE THAN 10 SMS/TEXT MESSAGES PER MONTH. YOU MAY CANCEL AT ANY TIME BY REPLYING STOP TO THE SMS/TEXT MESSAGE YOU WERE SENT. MESSAGE AND DATA RATES MAY APPLY.
- THE SERVICES AND INFORMATION PROVIDED AS PART OF THE SITE ARE NOT INTENDED AS MEDICAL ADVICE, BUT MERELY ENABLES THE SCHEDULING OF APPOINTMENTS AND COMMUNICATIONS WITH MEDICAL PROFESSIONALS.
- NO DOCTOR-PATIENT RELATIONSHIP IS CREATED BY MERELY USING THE SITE INCLUDING SENDING INFORMATION THROUGH OR SCHEDULING A MEETING OR A CALL USING THE SITE.
- ANY INFORMATION AVAILABLE ON THE SITE IS NOT, NOR IS IT EVER INTENDED TO BE, A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR RECOMMENDATIONS, DIAGNOSIS OR TREATMENT. YOU SHOULD OBTAIN ANY ADDITIONAL INFORMATION NECESSARY TO MAKE AN INFORMED DECISION PRIOR TO UTILIZING ANY SPECIFIC PHYSICIAN. ALWAYS CONSULT YOUR PERSONAL PHYSICIAN OR HEALTHCARE PROVIDER PRIOR TO STARTING ANY NEW TREATMENT OR WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.
- DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE BECAUSE OF ANYTHING YOU READ ON THE SITE. DO NOT DELAY SEEKING PROFESSIONAL ATTENTION OR ADVICE BECAUSE OF ANYTHING YOU READ ON, CONNECTED TO OR ARE PROVIDED BY THE SITE.
- IF YOU REQUIRE EMERGENCY MEDICAL ATTENTION CALL 911 OR GO TO A HOSPITAL EMERGENCY ROOM IMMEDIATELY.
- ACCESS TO THE SITE AND THE USAGE OF ANY SERVICE IS VOID AND UNAUTHORIZED WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION.

1. **Description of the Site:** The Site provides visitors ("Visitors") with access to scheduling and information from various participating physicians and health care providers ("Physicians"). The Site is an advertisement for the Physicians and their services. All activities and capabilities offered by or through the Site shall individually and collectively be referred to as "Services". Physicians and Visitors (together "Users") of the Site may, where and if available, submit any photograph(s), video(s), image(s), text, information or other content to the Site ("Submission(s)"). We reserve the right to add, change, modify, suspend or discontinue any portion of the Site or the Service(s) offered at any time. We may also impose

limits on certain Services or features and/or restrict your access to parts of the Site or to the entire Site in our sole and absolute discretion and without notice or liability to anyone.

2. **Eligibility:** All Users of the Site must be either at least 18 years of age, emancipated minors, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these T&Cs. This Site and its Services were designed for Users who are legal residents of the United States and its territories. Users from other countries are advised not to disclose personal information unless they consent to having their information used as set forth in this Site's Privacy Policy rather than under the law of User's home country. Usage of the Services is void where prohibited.

3. **License Granted to Users:** As a User of the Site, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Site (and its associated content) and Services in accordance with this Agreement. We retain the right to terminate this license, without notice, in our sole and absolute discretion, at any time for any reason whatsoever. We also reserve any rights not explicitly granted in these T&Cs.

4. **Use of Content on Site:** All information provided on the Site is accurate at the time of publication. You may access such information solely as intended through the normal functionality of the Site.

a. **Proprietary Rights to Site Content:** The content on the Site, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (the "Content") and the trademarks, service marks and logos contained therein (the "Marks"), are owned by or licensed to us or the Physicians, subject to copyright and other intellectual property rights. The copying, redistribution or publication by you of any part of the Site and Services is strictly prohibited. You do not acquire ownership rights to any Content, Marks, Services or other materials viewed at, on or through the Site and Services. The Submission of information or material at or on the Site does not constitute a waiver of any right in such information and materials.

5. **Users' Submissions and Comments.** This section governs the Submission of any photograph(s), audio, music, video(s), image(s), text and/or comment(s) or other content to the Site. As Users (including Physicians) of the Site you may make Submissions. STRAX does not condone or tolerate the Submission of illegal or inappropriate content. In making your Submissions, or attempting to make your Submissions, you hereby agree, and are fully subject, to these content terms ("Content Terms"). These Content Terms govern each and every Submission that you make to the Site. In consideration for making your Submissions to the Site, you represent, warrant and agree that:

a) You are the individual identified in the Submissions or, if the Submissions identify other individual(s), that you have previously obtained from the individual(s) identified, and/or their authorized representatives, the written permission and consent for such use, publication and/or display. Submissions which identify or contain photographs/images of third parties does not create any type of agreement whatsoever between STRAX and said third parties as there are no third party beneficiaries to these T&Cs or to the Privacy Policy;

b) You hereby grant STRAX, its parents, subsidiaries, affiliates or assigns a non-exclusive, unlimited, worldwide, fully paid, irrevocable license to copyright, edit, copy, use and destroy your Submissions as permitted by these T&Cs and our Privacy Policy. This section shall survive any termination of the Agreement.

c) STRAX may, in its sole and absolute discretion, choose to screen Submissions and reject any Submissions for any reason, or no reason, whatsoever; and

d) You are subject to any other guidelines and/or rules and regulations that may appear at the Site.

6. **Delivery of Text Messages.** By accepting this Agreement, you expressly agree to receive informational and promotional text/SMS messages from STRAX or its text message vendor. In accordance with this Agreement:

a) You consent to us sending you no more than 10 SMS/text messages per month.

b) You may cancel at any time by replying STOP to the sms/text message you were sent.

c) STRAX does not charge a fee for using text/SMS messaging. Message and data rates, however, may be charged by your telephone service provider. You agree to be fully responsible for any such charges, fees and amounts

d) Your consent to receive texts/SMS from us is in no way required as a condition of purchasing services from us.

e) You represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts/SMS.

f) To request more info, simply text HELP to 954-606-5581 or send an email to email@straxre.com

g) STRAX or its vendor who sends the texts may use autodialers (such as an automatic telephone dialing system) or non-autodialer technology to send the text/SMS messages described above to the mobile phone number you supply when you request to receive the texts.

7. **Online Conduct:** You are solely responsible for the Submissions and/or other information that you transmit and/or send through the Site. You agree to use the Site in a manner consistent with any and all applicable laws and regulations as they now exist or may herein after promulgated. Except as otherwise permitted by our T&Cs and Privacy Policy, you agree not to:

a) send any text, audio, music, photographs, videos or other images containing offensive or confidential information;

b) impersonate any person or entity;

c) "stalk" or otherwise harass any person via the Site;

d) harvest or collect personal information about other Users, whether or not for commercial purposes, without their express consent;

e) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;

f) access Submissions or the Site through any technology or means other than through the means provided on the Site or other explicitly authorized means STRAX may designate;

g) remove any copyright, trademark or other proprietary rights notices contained on the Site;

h) interfere with or disrupt the Site, servers or networks connected to the Site;

i) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Site;

j) "frame" or "mirror" any part of the Site, without our specific, prior written authorization;

k) use metatags, code or other devices containing any reference to STRAX or the Site in order to direct any person to any other website for any purpose; and/or modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site or any software used on or for the Site or cause others to do so; or

l) use the Site, including any tools or technologies made available therein, for any commercial purpose, without the prior written consent of STRAX. Prohibited commercial uses include any of the following actions taken without STRAX's express consent: (i) sale of access to the Site or its related Services on another website; or (ii) use of the Site or its related Services, for the primary purpose of gaining advertisements or subscription revenue.

STRAX reserves the right, but has no obligation, to reject any Submission that does not comply, in STRAX's sole and absolute discretion, with these prohibitions. Engaging in any of the aforementioned prohibited practices shall be deemed a breach of these T&Cs. STRAX reserves the right to pursue any and all legal remedies against Users who engage in any of the aforementioned prohibited conduct.

8. **Privacy:** Your privacy is very important to us. To better protect your rights, we have provided you with our Privacy Policy, which may change from time to time, without notice. To read our Privacy Policy, please use the link provided on the Site's home page.

9. **Indemnification:** You agree to indemnify, defend and hold us, and our subsidiaries, affiliates, officers, parent companies, agents, co-branders or other partners, and employees (each a "Covered Party"), harmless, at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by any Covered Party or other third party and arising out of, (i) your use or misuse of the Site or the Services, (ii) arising from your breach of this Agreement, or (iii) arising from your violation or breach of any term of these T&Cs or any policies, rules or guidelines referenced herein.

10. **Warranties:** You expressly agree that access and use of the Site and Services is at your sole risk. The Site and Services are provided on an "AS IS" and "AS AVAILABLE" basis, without any express or implied warranty of any kind, including, but not limited, non-infringement of intellectual property. The Site and Services may contain bugs, errors, problems or other limitations.

a) The services and information provided as part of the Site are not intended as medical advice, but merely provides scheduling of appointments and consultations with Physicians. Your access to and use of this Site is at your own risk and subject to additional terms and conditions as provided herein with.

b) You understand and agree that the information on the Site will not be considered a representation to be reasonably relied upon. Nothing within the Site will be construed to create a duty of care in STRAX or a warranty of any kind. You understand and agree that STRAX takes no responsibility and cannot be held liable for the information contained within the Site, information or other websites linked to through the Site, information sent to STRAX by third parties, and information intercepted by third parties. You agree to hold STRAX harmless for any and all inaccuracies, omissions, errors, loss of data, corruption of data, failure of hardware, failure of the Site, or misuse of the Site. Accessing or using the Site creates no relationship with the Physicians and creates no doctor-patient responsibilities or duties on the part of STRAX to you, including without limitation, duties relating to conflicts of interest or confidentiality.

c) STRAX and the Covered Parties have no liability whatsoever for your use of, or inability to use, the Site or Services to the fullest extent permitted by applicable law. STRAX and the Covered Parties are not liable to you or to any third party for any indirect, special, incidental or consequential damages, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.

d) YOU HEREBY WAIVE ANY CLAIMS AND RELEASE STRAX FROM ANY CLAIMS ARISING OUT OF YOUR USE OF SMS/TEXT MESSAGING OR STRAX'S PROVISION OF SMS/TEXT MESSAGING TO YOU, INCLUDING COLLECTION OF ANY DATA UNDER THIS AGREEMENT. TO THE EXTENT THE LAW OF A PARTICULAR STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SUCH EXCLUSION MAY NOT APPLY IN THAT STATE'S JURISDICTION.

e) The negation of damages set forth above is a fundamental element of the basis of the bargain between STRAX and you. The Site and Services would not be provided to you without such limitations. No advice or information, whether oral or written, obtained by you from us through the Site and/or Services shall create any warranty, representation or guarantee not expressly stated in this Agreement. STRAX is not responsible to you or any third party, without limitation, for: a) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of User communications; b) the conduct of any User, whether online or offline; c) any computer virus or other malicious, destructive or corrupting code, agent, program or macros; or d) any infringement of another's rights, including intellectual property rights.

11. **Miscellaneous:** Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in, or associated with, the Site or Services is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision, or any other provisions in this Agreement. You expressly authorize us to comply with any and all lawful notices, subpoenas, court orders or warrants without prior notice to you.

12. **Dispute Resolution:** Any claim or controversy at law or equity that arises out of these T&Cs (each a "Claim"), shall be resolved through binding arbitration conducted by telephone, online or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes, if applicable), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

a) Alternatively, at STARX's sole option, a Claim (including Claims for injunctive or other equitable relief) may be adjudicated by a court of competent jurisdiction located in Miami-Dade County, Florida.

b) Any Claim shall be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings or otherwise.

c) Each of the parties hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of any litigation (including but not limited to any claims, counterclaims, cross-claims, or third party claims) arising out of, under or in connection with these T&Cs. Further, each party hereto certifies that no representative or agent of either party has represented, expressly or otherwise, that such party would not in the event of such litigation, seek to enforce this waiver of right to jury trial provision. Each of the parties acknowledges that this section is a material inducement for the other party entering into these T&Cs.

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