

# **Terms of Use**

## **IVme Website: Terms of Use**

The IVme Website is comprised of various web pages owned and operated by IVme, located at the URL [www.ivmenow.com](http://www.ivmenow.com) (the “Website”). The terms “IVme,” “we” and “us” refer to IVme Wellness + Performance, an Illinois corporation. To assist you in using our Website and to ensure a clear understanding of the relationship arising from your use of our Site we have created (i) these Terms and Conditions of Use (the “Terms”) and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Site, and our Terms govern your use of our Site.

## **Applicability of Agreement**

This Agreement is intended to apply to IVme and its centers and their respective websites.

## **Your Right to Access and Use [www.ivmenow.com](http://www.ivmenow.com)**

The right to access and use **[www.ivmenow.com](http://www.ivmenow.com)** is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use **[www.ivmenow.com](http://www.ivmenow.com)** for lawful purposes and pursuant to these Terms. By using the Website you consent to these Terms.

## **Intellectual Property Ownership; Reservation of Rights**

All content available on or through the Website, including all press releases, data, information, software, artwork, text, video, audio, pictures, trademarks, trade dress, and other intellectual property found on the Website, is the proprietary property of IVme and its licensors (collectively, the “Content”). IVme also owns the copyright to the collective work in the selection, coordination, arrangement and enhancement of the Content as displayed on the Website. The Content is protected by U.S. and international copyright and other intellectual property laws, and IVme retains all rights with respect to the Content and the Website, except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material on the Website except as expressly allowed herein or specifically authorized in writing by IVme’s General Counsel.

### **Grant of Rights to All Users**

Based on your agreement to comply with these Terms, we grant you the right to access and use all publicly available portions of our Website, Content and services and, if expressly authorized, password-protected areas of our Website, Content and services in order to: (i) learn more about IVme and the products and services that we offer; (ii) contribute information to us through our Website; (iii) access other information that we make available through our Website (collectively, the “General Permitted Purposes”). You acknowledge and agree that the Website, Content and services are made available solely for your personal, non-commercial use, and that the General Permitted

Purposes allow only personal, non-commercial use. Any other use of the Website, Content and services is strictly prohibited.

### **Materials Provided To IVme Or Posted At Any IVme Website**

IVme does not claim ownership of the materials you provide to IVme (including feedback and suggestions) or post, upload, input or submit to any IVme Website or its associated services (collectively "Submissions").

However, by posting, uploading, inputting, providing or submitting your Submission you are granting IVme permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, publicly display, reproduce, edit, translate and reformat your Submission; and to publish your first name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. IVme is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in IVme's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **Use Of Online Communication Services**

The IVme Website may contain bulletin board services, chat areas, news groups, forums, communities, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

IVme has no obligation to monitor the Communication Services. However, IVme seeks to protect the integrity and security of our computing systems, and to protect our community of users from claims of intellectual property infringement and other claims or threats. Toward these ends, we reserve the right in our discretion (i) to monitor your use of the Website and the

Communication Services on the Website, (ii) to restrict or foreclose access from certain Communication Services or other resources, and (iii) to take other actions we deem necessary to protect our community of users and our resources. Due to this monitoring, you cannot expect that communications through our Website will remain “private” or otherwise free of our review. Please refer to our Privacy Policy for a precise statement concerning your expectations of privacy.

IVme reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in IVme’s sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. IVme does not control or endorse the content, messages or information found in any Communication Service and, therefore, IVme specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized spokespersons, and their views do not necessarily reflect those of IVme.

**If you believe that another user has acted inappropriately, such as by uploading inappropriate materials or other content, you may report your**

concerns either via the links we have included on the Site, or by contacting us as provided herein.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

### **Warranty Disclaimer; Limitation of Liability**

THE CONTENT, INFORMATION, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE IVME WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS AND IS BEING PROVIDED TO YOU ON AN "AS-IS" BASIS. IVME DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE IVME WEBSITE, NOR THE SAFETY, RELIABILITY, TITLE, MERCHANTABILITY, CONFORMITY OR FITNESS OR A PARTICULAR PURPOSE OF THE CONTENT, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE IVME WEBSITE.

IVME MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT CONTENT AVAILABLE FOR DOWNLOADING FROM THE WEBSITE

IS FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. IVME AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IVME AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR



PERFORMANCE OF THE IVME WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE IVME WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE IVME WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IVME OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE IVME WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE IVME WEBSITE.

It is your sole responsibility to independently evaluate the accuracy, correctness or completeness of any opinions, advice, statements, services, offers or other information or Content on the Website.

You are cautioned not to place undue reliance on forward-looking statements contained in the Content, which speak only as of the date that they were first made, and IVme undertakes no obligation to update any forward-looking statement, or any other statements contained in the Content, unless required

by law. Any statements that are not historical facts are forward-looking statements. Sentences that use words or phrases such as “believes,” “anticipates,” “plans,” “may,” “hopes,” “can,” “will,” “expects,” “is designed to,” “with the intent,” “potential” or other similar words or phrases indicating desires, projections or the future indicate forward-looking statements, but their absence does not mean that a statement is not forward-looking.

Forward-looking statements involve a number of risks and uncertainties.

Accordingly, actual results may differ from forward-looking statements.

### **Equipment and Related Costs**

You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Website and all costs and fees associated with internet access or long distance charges incurred with regard to your access and use of the Website.

### **Links To Third Party Sites**

The IVme Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of IVme and IVme is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. IVme is not responsible for webcasting or any other form of transmission received from any Linked Site. IVme is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by IVme of the site

or any association with its operators. Your correspondence and dealings with Linked Sites, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the operator of the Linked Site, and you agree that IVme shall not be responsible or liable for any loss or damage incurred as the result of your dealings with Linked Sites or as the result of the presence of such Linked Sites on the Site.

### **Termination of this Agreement**

You may terminate or opt out of this Agreement at any time by contacting IVme at (312) 350-1822 and notifying the Marketing Department. Termination or opting out of this Agreement by you shall result in your loss of the right to access and use the Website.

IVme may terminate this Agreement and your access to the Website at any time, without prior notice, for any reason, or for no reason, which shall not be required to be disclosed to you.

### **Indemnification**

You shall defend, indemnify and hold harmless IVme and its officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; and (ii) any access or use of the Website.

## **Third Party Rights**

This Agreement is for the benefit of IVme and its affiliates, each of which shall have the right to enforce and assert the terms and conditions of this Agreement directly against you on their behalf.

## **Amendments**

IVme reserves the right to change the terms, conditions, and notices under which the IVme Website is offered. We will not “retroactively” change these Terms, and any modifications we make shall take effect proactively, once you next access the Website. Please feel free to print out a copy of these Terms for your records.

You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. Your continued access and use of the Website following the posting of any such changes shall automatically be deemed your acceptance of the same.

## **Miscellaneous**

This Agreement is to governed and construed in accordance with the internal laws of the State of Illinois, without regard for principles of conflicts of laws, and you hereby consent to the exclusive jurisdiction and venue of courts in Chicago, IL, U.S.A. in all disputes arising out of or relating to the use of the IVme Website.

Any civil action, claim, dispute or proceeding arising out of or relating to this Agreement, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you, shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association.

The arbitrator shall be selected by the parties, and if the parties are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the arbitrator shall be selected by the American Arbitration Association.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon the parties and their respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall any party be entitled to punitive damages and all parties hereby waive their rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of

this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and IVme as a result of this agreement or use of the IVme Website. IVme's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of IVme's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the IVme Website or information provided to or gathered by IVme with respect to such use.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

The following provisions shall survive the termination of these Terms and shall apply indefinitely: Intellectual Property Ownership; Reservation of Rights, Warranty Disclaimer; Limitation of Liability, Indemnification, and Miscellaneous.

These Terms shall not be assignable by you, either in whole or in part. IVme reserves the right to assign its rights and obligations under these Terms.

These Terms must be read in conjunction with our Privacy Policy and any other policies we may have for particular services, and the provisions of our

Privacy Policy and other policies are incorporated herein. To the extent the Privacy Policy or other policies conflict with the terms of these Terms of Use, the terms of the Privacy Policy or other policies shall control. Please note that these Terms of Use only apply to your use of our Website.

**Copyright And Trademark Notices:**

All contents of the IVme Website are: Copyright IVme and/or its suppliers. The IVme logo and tagline are all trademarks owned by IVme Wellness + Performance. All rights reserved.

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