

TERMS OF SERVICE

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Please read the Terms of Service carefully before you start using the Services.

Overview

This is a binding contract between AIRE Health Group LLC and you. By accessing our Site, you hereby accept this agreement. As a material condition of such use, you warrant that you are over the age of 18, see “Persons Under the Age of 18” below, and that you have provided accurate and complete information in any communication with us. In addition, you consent to the information practices disclosed in our Privacy Policy, as mentioned below. If you are registering an account, profile or other services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept these Terms of Service on such individual's or entity's behalf.

You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, “Information”) provided to you on AIRE Health Group (including Information provided in direct response to your questions or postings) may be provided by individuals in the medical profession, the provision of such Information does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is provided to assist you with locating appropriate medical care from a qualified practitioner.

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PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

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If for any reason, you refuse to consent to our Terms of Service which includes all limitation contained henceforth, you cannot use or access the AIRE Health Group Website or online store.

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THE FOREGOING DISCLAIMERS AND LIMITATIONS ON LIABILITY SHALL NOT LIMIT THE MORE GENERAL DISCLAIMERS AND LIMITATIONS ON LIABILITY ELSEWHERE IN THIS AGREEMENT.

Privacy Policy

By using the Services, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at www.airehealth.com/privacypolicy.pdf, incorporated herein by reference.

Changes to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter.

Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. You agree that it is your responsibility to monitor changes to our site.

Access to this Site

Eligibility. Access to this Website is on a temporary basis. You must be 18 years of age to register with us or use the Site and the Services. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the Site or Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Service. If you are under the age of 13, you may not use the Site or Services, in compliance with the Children's Online Privacy Protection Act. If you are the parent or legal guardian of a child under the age of 18, you may use the Site or Services on behalf of such minor child. By using the Site or Services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child and that all references in these Terms of Service to "you" shall refer to such child or such other individual for whom you have the authorization to enter into these Terms of Service on their

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sources of information. Any reliance on the material on this site is at your own risk.

behalf, and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual.

If you are the parent or legal guardian of an individual under the age of eighteen (18) and believe your child has used the Site without your consent or authorization, please contact us at contactus@airehealth.com.

If you do not qualify under these terms, do not use the Site or Services. Membership in the Services is void where prohibited by applicable law, and the right to access the Site is revoked in such jurisdictions. By using the Site and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Service set forth herein.

Account Creation. If you register for an account with AIRE Health Group (“AIRE Health Group Account”), you will provide certain information about yourself or a Patient as prompted by the Service registration form. When a Physician creates an account for a Patient, Patients have the chance to verify their personal information when they first log in.

Both Physicians and Patients represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information at all times. We may suspend or terminate your AIRE Health Group Account in accordance with the provisions of this Term of Service.

Account Deletion. You may delete your AIRE Health Group Account at any time, for any reason, by sending an email to contactus@airehealth.com which includes your AIRE Health Group or Account Username and your request to delete your account. You also may deactivate your Account at any time.

Account Responsibilities. You are responsible for maintaining the confidentiality of your AIRE Health Group Account login information and are fully responsible for all activities that occur under AIRE Health Group Account. You agree to immediately notify AIRE Health Group store of any unauthorized use, or suspected unauthorized use, of your AIRE Health Group Account or any other breach of security. AIRE Health Group cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You also must make all arrangements necessary for you to have access to our Site and ensure the security of the computers and systems you are using to access our Site.

Electronic Contracting and Notices. Your affirmative act of using our site(s) and/or registering for the Site or the Services constitutes your electronic signature to these Terms of Service, which includes our Privacy Policy, and your consent to enter into agreements with us electronically.

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- AIRE Health Group connects Physicians and Patients to products on our Site.
- It is free for both Physicians and Patients to use this Site.
- AIRE Health Group will provide Physicians with lists and/or previews of products which may be suitable

to deliver the health care that Patients are seeking. We will provide you with information such as

insurance accepted, and fees involved.

- If you elect to enter personal health information on behalf of yourself or a third party from whom

you have the authorization to provide such information, on your request you authorize us to provide

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such information to the specified Physician. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized on your behalf at the time of your appointment to ensure its accuracy. You also acknowledge that AIRE Health Group may use the data or information you provide in accordance with its Privacy Policy.

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Certain limited-edition products may be available exclusively online through the Site. These products may have limited quantities and are subject to return or exchange only according to our Shipping and Return Policy.

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monitor's display of any color will be

accurate.

We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in material or information will be corrected.

Physician Credentials

- AIRE Health Group uses reasonable efforts to ensure that Physicians using our Site only participate if they hold active medical licenses and all certifications necessary to practice any specialty of the services offered by them to patients.
- AIRE Skinstore reserves the right to exclude Physicians who, in AIRE Health Group discretion, have engaged in inappropriate or unprofessional conduct.
- AIRE Health Group verifies the following:

- o The Professional's name and contact information.

- o The Professional's license is active in his/her practicing state.

- o The Professional's license is free and clear of any restrictions which would prevent him/her

from practicing.

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removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided the designated copyright agent for AIRE Skinstore:

- Your physical or electronic signature;
- Identification of the copyrighted work(s) that you claim to have been infringed;
- Identification of the material on our services that you claim is infringing and that you request us to remove;
- Sufficient information to permit us to locate such material;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The Designated Copyright Agent for AIRE Health may be contacted at privacycompliance@aireskinstore.com

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inadvertently communicating with anyone who acquires your old number. You agree that texts, calls, or prerecorded messages may be generated by automatic telephone dialing systems and hereby waive your right to pursue any claims arising under the Telephone Consumer Protection Act (“TCPA”). To the extent any claim under the TCPA is deemed un-waivable, you agree that by using the Services or accessing the Services, you are agreeing that any such un-waivable claim arising under the TCPA will be arbitrated on an individual, not class or representative, basis, as set forth in in this Terms of Service.

Opt-Out. By signing this agreement, you are agreeing to receive text messages until you opt-out. You may opt out of receiving promotional text messages from AIRE Health at any time by replying STOP to a promotional text message from AIRE Health. You may opt-out of receiving all text messages from AIRE Health at any time by deleting your account or by replying STOP to any text message from AIRE Health. NOTE: if you opt-out of receiving all text messages from AIRE Health, you will not be able to use certain Services without agreeing to receive operational text messages. You may continue to receive text messages for a short period while AIRE Health processes your request, and you may also receive text messages confirming the receipt of your opt-out request. By signing this agreement, you are waiving your right to pursue any claims arising under the TCPA related to any messages sent to you while the opt- out request is pending. To the extent any claim under the TCPA is deemed un-waivable, you agree that by using the Services or accessing the Services, you are agreeing that any such un-waivable claim arising under the TCPA will be arbitrated on an individual, not class or representative, basis, as set forth in this Terms of Service.

Opting Back In. You may opt back into receiving text messages from AIRE Health at any time by replying START to a text message from AIRE Health.

Email. You agree that we may send you emails concerning our products and services, as well as those of third parties. To opt out, email contactus@airehealth.com to unsubscribe.

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- Not, and shall not attempt to, (a) disrupt or interfere in any manner with the operation of the Site, or the hardware or network used to operate the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site, (b) allow, enable, or otherwise support the transmission of unsolicited or unauthorized advertising, junk or bulk email (SPAM), chain letters, letters relating to a pyramid scheme, or any other unsolicited commercial or non-commercial communication, (c) upload or otherwise spread any software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server, or communications systems or equipment, (d) attempt to disable, bypass, modify, defeat, or otherwise circumvent any security related tools incorporated into the Site, (e) use any high volume, automated, or electronic means to access the Site (including, without limitation, robots, spiders or scripts), or (f) create Internet "links" to or from the Site, or "frame" or "mirror" any AIRE Health content which forms part of the Site, place pop-up windows over its pages, or otherwise affect the display of its pages.
- Not and shall not attempt to, (a) disrupt, interfere with, or inhibit any other person from using the Site or other affiliated or linked websites, material, contents, products and/or services, (b) create a false identity for the purpose of misleading others, (c) prepare, compile, use, download or otherwise copy any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party, or (d) distribute, sell, lease, rent, sublicense, assign, export, or transfer in

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NO DOCTOR-PATIENT RELATIONSHIP. NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING INFORMATION PROVIDED BY OR THROUGH THE USE OF OUR SITES OR THROUGH ANY OTHER COMMUNICATIONS FROM AIRE Health Group LLC.

WE MAKE NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, AND QUALITY OF WORK OR OTHER INFORMATION HEREIN. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE ANY INDIVIDUAL DESCRIBED HEREIN. AIRE Health LLC SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION.

- You are strongly advised to perform your own investigation prior to selecting a health care professional by making confirming telephone calls to the appropriate licensing authorities to verify listed credentials and education, and to further verify information about a particular doctor, or other health care provider ("Provider") by confirming with the Provider's office, your current Provider, the medical association relative to the Provider's specialty and your state medical board.

- AIRE Health LLC has no control over, and cannot guarantee the availability of any Provider at any particular time. AIRE Health LLC will not be liable for canceled or otherwise unfulfilled prescriptions.

Limitation of Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL AIRE Health OR ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR PRODUCTS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, THE PRODUCTS, OR THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND/OR PRODUCTS. THE AGGREGATE LIABILITY OF AIRE Health TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SITE AND/OR PRODUCTS IS LIMITED TO THE GREATER OF (I) THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY YOU TO AIRE Health OR (II) ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, AIRE Health LIABILITY, AND THAT OF ITS SUBSIDIARIES, AFFILIATES OR PARENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, BUSINESS PARTNERS, INFORMATION PROVIDERS AND LICENSORS AND THEIR RESPECTIVE HEIRS AND ASSIGNS IS LIMITED TO THE FULLEST EXTENT ALLOWED BY SUCH STATES' LAWS

Indemnification

You agree to indemnify, defend and hold harmless AIRE Health and its officers, directors, employees, consultants, representatives and agents, parent, subsidiaries, affiliates, partners, contractors, licensors, service providers, subcontractors, suppliers, interns, successors and assigns, and other users and visitors of the Site, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising out of or related to (a) any information you submit, post or transmit through the Site, (b) your use of the Site and/or Products, (c) your violation of any

provision of these Terms of Service, (d) your violation of any rights of any other person or entity, or (e) your violation of applicable laws or regulations, (f) any viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by you into the Site.

You hereby release AIRE Health, its officers, directors, employees, consultants, representatives and agents from any and all claims, demands, losses, damages, rights, claims, and actions of any kind including, without limitation, personal injury, death, and property damage, that is either directly or indirectly related to or arises from your use of the Site or the Products. If you are a California resident, you hereby waive California Civil Code Section 1542, which provides that: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him must have materially affected his settlement with the debtor."

Governing Law and Dispute Resolution.

The validity, interpretation, construction and performance of these Terms of Service will be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws. Any dispute arising out of or relating in any way to these Terms of Service will be resolved exclusively by final and binding arbitration in New York, New York under the rules of the American Arbitration Association, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction within New York, New York, without the posting of bond or other security. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in New York, New York for any action related to these Terms of Service. The failure of AIRE Health to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. You agree that irrespective of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Entire Agreement

In order to participate in certain aspects of the Site or receive certain Products, you may be required to agree to additional terms and conditions as posted on the Site (the "Additional Terms"), which are hereby incorporated into these Terms of Service. To the extent there is a conflict between the provisions in these Terms of Service and the Additional Terms, the latter shall have precedence. The current version of these Terms of Service, including, without limitation, the Additional Terms, constitute the entire and exclusive and

final agreement between you and AIRE Health with respect to the subject matter hereof, and governs your access and use of the Site, superseding any and all prior or contemporaneous agreements or arrangements between you and AIRE Health with respect to the subject matter hereof, whether written or oral.

Severability and Construction

If any term, provision, covenant or condition of these Terms of Service is found to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect to the fullest extent permissible by applicable law and shall in no way be affected, impaired or invalidated. The headings in these Terms of Service are for convenience only and shall not affect the meaning or interpretation of these Terms of Service or any section thereof.

Geographic Restrictions

We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Outside the United States

AIRE Health and our related products and articles are controlled and operated by AIRE Health from its offices within the United States. We make no representation that the products on our AIRE Health Website, the services provided on our Website or the editorial information on our Website is appropriate or available for use outside of the United States. Your access to this information is prohibited services where AIRE Health website content, products or services is illegal. Those who choose to access this from locations outside the United States do so of their own volition and are responsible for compliance with applicable local laws.

Termination

AIRE Health may terminate your Account and/or the limited license to use the Site granted to you under these Terms of Service, at any time, for any reason or no reason. The provisions of these Terms of Service will survive the expiration or earlier termination of the agreement pursuant to these Terms of Service for any reason. Our (and our licensors') proprietary rights (including any and all intellectual property rights) in and to the Intellectual Property, the Marks and the Site will survive the expiration or earlier termination of the agreement pursuant to these Terms of Service for any reason.

Without limiting any rights that AIRE Health may otherwise have, AIRE Health reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and your Account, including, without limitation, terminating or

changing your Account, or requesting additional information to authorize transactions on your Account.

We reserve the right to discontinue the Site with or without notice to you. We will not be liable to you or any third party should we exercise our right to change or discontinue the Site.

Any termination or discontinuance of the Site pursuant to the provisions set forth in this Section 6 shall be subject to compliance with any notice or waiting period provided by applicable law.

Assignment

If AIRE Health or its assets are acquired by another company, or in the event of a merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation, AIRE Health may transfer, sell or assign to third parties rights related to your relationship with AIRE Health, including, without limitation, your Account and any personal information that you provide or that has been provided on your behalf to AIRE Health. Such third parties will assume (a) responsibility for your relationship with AIRE Health, (b) information collected by AIRE Health in connection with AIRE Health's business operations or through the Site, and (c) the rights and obligations regarding such information as described in these Terms of Service. These Terms of Service shall be binding upon and inure to the benefit of AIRE Health successors or assigns. You may not assign your rights under these Terms of Service without our prior written consent, and any attempted assignment will be null and void.

Contact

Please send correspondence regarding this Agreement to:
privacycompliance@airehealth.com.