

## **TERMS AND CONDITIONS FOR R3VIVE LLC CLIENT SERVICES AGREEMENT**

The Terms and Conditions for Client Services Agreement (“Terms and Conditions”) shall be fully incorporated into the R3VIVE LLC (DBA “R3 Recovery Studio”) Client Services Agreement (“Agreement”).

Unless defined otherwise, the terms and definitions used herein shall refer to the terms and definitions set forth in the Agreement.

By agreeing to the Client Services Agreement, or otherwise agreeing to receive services from R3VIVE LLC (“R3VIVE”) DBA “R3 Recovery Studio”, Client explicitly agrees to the following Terms and Conditions:

1. **Services.** R3VIVE shall administer intravenous (“IV”) therapy or intramuscular (“IM”) to Client (hereinafter the “Services”).
2. **Initial Disclaimers.**
  1. R3VIVE does not promote excessive alcohol consumption. Drinking in moderation is strongly recommended.
  2. R3VIVE is not claiming to “cure” a hangover.
  3. Due to the time it takes the body to naturally filter alcohol through it’s system, it is highly recommended not to consume alcohol for at least 2 hours prior to IV administration.
3. **Medical Condition.** Client understands, represents, and warrants that Client is not pregnant and does not have heart, kidney, lung, liver, or any neurological problem(s). Client understands and agrees that if Client has any of the

aforementioned conditions, R3VIVE will be unable to provide services to Client. Client understands, represents, and warrants that Client has spoken with his or her primary care physician and received approval to obtain Services.

4. Right to refuse service. R3VIVE retains the right to refuse care or service based on R3VIVE's professional opinion. R3VIVE also has the right (but not the duty) to call 911 or refer Client to further medical attention if deemed necessary by R3VIVE's medical professional provider.
5. Age. Client understands and agrees that to obtain services, Client must be 18 years or older. Client represents and warrants that Client is at least 18 years of age. If less than 18 years old parent/guardian must be present at and during time of service.
6. Results. Client understands that each individual is different, so Client recognizes and agrees that any service Client receives may or may not provide the result Client seeks and expects.
7. Superiority. To the extent that any conflict exists between the provisions in the Agreement and these Terms and Conditions, the provisions of the Agreement shall be deemed controlling.
8. Covered Services. It is understood that these Terms and Conditions apply to all Services provided by R3VIVE to Client. This explicitly includes any future, additional, or subsequent services provided by R3VIVE to Client beyond those contemplated in the Agreement.
9. Assumption of Risk. Client understands and agrees that intravenous access comes with potential risks, including but not limited to allergic reaction, infection, discomfort, bruising, pain, inflammation, phlebitis, infection, metabolic disturbances, hypothermia, embolism, cardiac arrest, and even death. Complete information in regards to procedure and risk will be given at time of service and consent form will be completed at that time. Client knowingly, voluntarily, and fully assumes the risks associated with obtaining Services from R3VIVE.

10. Dispute resolution. Client agrees to provide R3VIVE with written notice of any dispute, claim, or controversy, of any sort or nature, arising out of the Services or relating to R3VIVE, within six (6) months after any such claim, dispute, or controversy arises. Client must provide written notice via certified mail, return receipt requested, to: R3VIVE LLC 929 Gervais Street Suite E Columbia, SC 29201. Any failure to strictly follow the procedures delineated in this section shall constitute an unconditional waiver of any dispute, claims, or controversy that may exist or Client may have against R3VIVE, its affiliates, subsidiaries, parent entity, licensors, licensees, owners, shareholders, officers, directors, employees, contractors, and agents. Client agrees to pay R3VIVE's reasonable attorneys' fees for defending a lawsuit in which the dispute resolution procedure, as defined in this section, has not been strictly followed.

11. Limitation of Liability. IN NO CASE SHALL R3VIVE, ITS OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (EVEN IF R3VIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

IN NO EVENT WILL THE AGGREGATE OF EACH OF R3VIVE, ITS OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS' LIABILITY FOR ANY AND ALL OF CLIENT'S CLAIMS, OR ANY THIRD PARTY CLAIMS, AGAINST R3VIVE (AND/OR ITS OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS), ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES OR BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF R3VIVE, EXCEED THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00). CLIENT AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A

REASONABLE ALLOCATION OF RISK. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES HEREIN ARE A FUNDAMENTAL ELEMENT OF THE AGREEMENT.

1. **Legal Agreement.** Client hereby warrants and agrees that these Terms and Conditions constitute a legal agreement between Client and R3VIVE LLC and governs all services provided by R3VIVE LLC to Client. Client hereby irrevocably waives any argument or defense to the contrary, and Client covenants not to set forth any argument or defense to the contrary.
2. **Waiver.** R3VIVE LLC failure to enforce or demand strict compliance of any right or provisions in the Agreement or these Terms and Conditions will not constitute a waiver of such or any other provision.
3. **Cancellation.** Client understands and agrees that R3VIVE LLC reserves any specified time and date for Client. Accordingly, payments are non-refundable even if Client cancels the request for R3VIVE's services, cancels the event, or changes the date of the event. R3VIVE may choose, at R3VIVE's sole discretion, to provide a refund to Client or to charge Client a reduced rate in the event of a cancellation upon reasonable notice to R3VIVE; similarly, R3VIVE may choose, at R3VIVE's sole discretion, to provide services to Client in the event that Client changes the date of an event. Provided, however, that R3VIVE shall have no obligation to offer any refund, charge a reduced rate, or provide any additional or alternate services to Client if Client cancels the request for R3VIVE's services, cancels the event, or changes the date of the event.
4. **Modifications.** Client agrees to examine these Terms and Conditions prior to receiving any services by R3VIVE. These Terms and Conditions may be modified by R3VIVE on the first day of each month without notice to Client. Client agrees to be bound by any modification in these Terms and Conditions upon successively obtaining any services from R3VIVE. Client agrees and understands that if Client

does not agree to the modification of these Terms and Conditions, then Client shall seek services elsewhere.

5. Unenforceable Provisions. If any provision of these Terms and Conditions, or any portion thereof, is held to be invalid and unenforceable, then the remainder of these Terms and Conditions shall nevertheless remain in full force and effect.
6. Headings and Titles. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.
7. Notice precursor to action. Client agrees that prior to initiating or filing any lawsuit, action, or demand for arbitration against R3VIVE LLC, Client must provide written notice to R3VIVE's legal counsel, via certified mail, return receipt requested, at 929 Gervais Street Suite E Columbia, SC 29201, which provides notice of any issue that would be subject to such a lawsuit or arbitration. Such notice requirement shall be strictly construed, and Client's failure to comply with such notice requirements shall constitute an irrevocable waiver of any claim or cause of action that exists or may exist. Such notice requirement shall be additional to any and all other notices required under these Terms and Conditions. Client agrees to pay R3VIVE's reasonable attorneys' fees for defending a lawsuit in which the dispute resolution procedure, as defined in this section, has not been strictly followed.
8. Initiation of Action. Client agrees that any claim and lawsuit relating to any matter with R3VIVE, including but not limited to claims arising out of or related to the Agreement and any services provided by R3VIVE to Client, and any demands for arbitration, must be filed no more than six (6) months after the date the action or non-action that is the subject of the claim or lawsuit, or six (6) months after the acceptance of these Terms and Conditions, whichever is later. Client hereby waives any defense or argument pertaining to statute of limitations. Client agree and warrant that Client's failure to comply with this section shall serve as an unconditional waiver and release for any and all such claims.

9. Arbitration. In the event that the parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to final and binding arbitration. THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES OR CONTROVERSIES ARISING UNDER THE AGREEMENT, THESE TERMS AND CONDITIONS, ANY OF SUCH TERMS, ANY EFFORT BY ANY PARTY TO ENFORCE, INTERPRET, CONSTRUE, RESCIND, TERMINATE OR ANNUL THE AGREEMENT AND THE TERMS AND CONDITIONS, OR ANY PROVISION AND SECTION THEREOF, AND ANY AND ALL DISPUTES OR CONTROVERSIES RELATING TO OR INVOLVING R3VIVE, SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE: EITHER (I) R3VIVE LLC, ON THE ONE HAND, AND CLIENT, ON THE OTHER HAND, SHALL MUTUALLY SELECT AN ARBITRATOR, OR (II) IF R3VIVE AND CLIENT CANNOT AGREE ON SUCH ARBITRATOR, R3VIVE ON THE ONE HAND, AND CLIENT, ON THE OTHER HAND, SHALL EACH SELECT ONE ARBITRATOR AND THOSE TWO ARBITRATORS SHALL THEN SELECT A THIRD ARBITRATOR. ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), UNDER ITS COMMERCIAL ARBITRATION RULES. THE PARTIES HERETO AGREE THAT THE ARBITRATOR’S RULING, OR ARBITRATORS’ RULING, AS APPLICABLE, IN THE ARBITRATION SHALL BE FINAL AND BINDING AND NOT SUBJECT TO APPEAL OR CHALLENGE. THE PARTIES HERETO FURTHER AGREE THAT THE ARBITRATION PROCEEDINGS, TESTIMONY, DISCOVERY AND DOCUMENTS FILED IN THE COURSE OF SUCH PROCEEDINGS, INCLUDING THE FACT THAT THE ARBITRATION IS BEING CONDUCTED, WILL BE TREATED AS CONFIDENTIAL AND WILL NOT BE DISCLOSED TO ANY THIRD PARTY TO SUCH PROCEEDINGS, EXCEPT THE ARBITRATOR(S) AND THEIR STAFF, THE PARTIES’

ATTORNEYS AND THEIR STAFF, AND ANY EXPERTS RETAINED BY THE PARTIES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION OR IN ANY OF THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION SHALL PREVENT R3VIVE FROM SEEKING PROVISIONAL RELIEF OUTSIDE OF ARBITRATION, INCLUDING BUT NOT LIMITED TO EQUITABLE AND/OR INJUNCTIVE RELIEF, PENDING THE ARBITRATOR'S FINAL DECISION. The arbitration shall be paid in half by client and paid in half by R3VIVE. All payments shall be paid in advance.

10. Release and Indemnity. Client releases R3VIVE, its owners, members, officers, directors, agents, contractors, employees, licensees, and invitees (hereinafter "R3VIVE Group") from any and all liability for, and agrees to indemnify and hold R3VIVE Group harmless from and against, any and all losses, claims, expenses, costs, and damages, including but not limited to reasonable attorney's fees, costs, or expenses, which are claimed of or sustained, suffered, paid or incurred by R3VIVE Group, irrespective of R3VIVE Group's negligence (except gross negligence), for reason of or in connection with any or any combination of the following: Client's breach of or failure to fulfill any provision of the Agreement or these Terms and Conditions, including but not limited to any of the representations or warranties contained herein, whether such breach is material or not.
11. Covenant not to Sue. Client provides R3VIVE a covenant not to sue R3VIVE Group for any and all reasons, related to this Agreement or otherwise, for a period of twenty years from the date of this Agreement.
12. No Beneficiary. It is understood and agreed that Client and R3VIVE are the sole parties to the Agreement, and the services provided pursuant to Agreement by R3VIVE for Client is solely for the benefit of Client.
13. Ambiguity. The Agreement, including these Terms and Conditions, shall be deemed the mutual instrument of both parties, and no ambiguity shall be construed against either R3VIVE or Client.

14. Gender. As used herein, the masculine gender also includes the female gender and neuter, the female gender also includes the masculine gender and neuter, and the neuter also includes the masculine and female gender.
15. Successors and Assigns. These Terms and Conditions shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.
16. Governing Law. The Agreement and Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina and the United States of America. Any litigation or arbitration between the Parties shall be conducted exclusively in the State of South Carolina. R3VIVE and Client hereby consent to said jurisdiction. Client hereby waives the defense of lack of jurisdiction.
17. Venue. Venue for any litigation or arbitration relating to the Agreement and these Terms and Conditions shall be exclusively in courts of Richland County, South Carolina. Client agrees and consents to such venue, and Client waives any defense pertaining to venue.
18. Entire Agreement for Subject Matter. These Terms and Conditions constitute the entire agreement between Client and R3VIVE with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral.