

STAYRN, LLC

WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability (the "**Agreement**") is effective [], 2020.

BETWEEN: **StayRN LLC** (the "**Company**"), a company organized and existing under the laws of the State of Florida, with its head office located at: 4653 NW 9th Dr Plantation, FL 33317-1480; and

AND: [] (the "**Client**"), with address at: [].

RECITALS

WHEREAS, the Client wishes to pay the Company for the provision of the services offered by the Company including the services provided through the Company by its Independent Consultants (collectively, the "**Services**") as set out in an agreement dated on or about the date hereof between the Client and the Company (the "**Services Agreement**");

WHEREAS, the Company wishes to accept payment from the Client in respect of the provision of the Services as set out in the Services Agreement, conditioned upon the Client providing a waiver and release of any liability accruing to the Client due to their participation in the Services; and

WHEREAS, the Client wishes to provide a waiver and release of liability to the Company, including the Independent Consultants on the terms set out herein.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Client confirms and undertakes as follows (capitalized terms used herein and not defined shall have the meanings given to them in the Services Agreement):

1. **Acknowledgement of Risks**

1.1 The Client confirms and acknowledges its understanding that:

(a) the provision of the Services will be carried out by the Company and its Independent Consultants with the usual professionalism and in the manner that would be expected of healthcare professionals in the State of Florida, but there are always risks to the Client that cannot always be mitigated by the Company or its Independent Consultants;

(b) the Client's participation with the Services and the use of appropriate equipment in the provision of such Services may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability to the Client;

(c) such risks and dangers may be caused by the negligence of the managers, Independent Consultants, employees, officers or agents of the Company, the negligence of the Client, the negligence of others such as medical professionals that the Client may have visited and or procured services from immediately prior to the use of the Services provided by the Company, accidents, breaches of contract, the forces of nature or other causes;

(d) such risks and dangers may arise from foreseeable or unforeseeable causes that are integral to the provision of the Services and/or use of equipment relating to the provision of such Services; and

(e) it is the Client's intention to exempt and relieve the Company and its managers, Independent Consultants, owners, agents, officers and employees from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

1.2 The Client hereby assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of any manager, Independent Consultant, owner, agent, officer, or employee of the Company, or by any other person. The Client further agrees to abide by the policies and procedures set out in the Services Agreement or verbally advised to the Client by any manager, Independent Consultant, owner, agent, officer, or employee of the Company in the policy of no alcohol on rental or guided trips and to wear a life jacket at all times.

2. Waiver and Release of Liability

2.1 The Client hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify the Company and any of its managers, Independent Consultants, owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of the Client's participation in the Services and the use of any equipment used in the provision of the Services.

2.2 The Client specifically confirms and acknowledges that it is hereby releasing, discharging and waiving any claims or actions that the Client may have presently or in the future for the negligent acts or other conduct by the managers, Independent Consultants, owners, agents, officers or employees of the Company.

3. Further Assurances

3.1 The Client hereby forever releases, discharges, acquits and forgives from any and all claims, actions, suits, demands, agreements, and each of them, if more than one, liabilities, judgments, and proceedings both at law and in equity arising from the beginning of time to the date of these presents and as more particularly related to or arising from the Client's participation in the Services.

3.2 The Client confirms and agrees that it shall not institute any legal proceedings against the Company or any of its managers, Independent Consultants, owners, agents, officers or employees and in the event that the Client has instituted any legal proceedings against the Company, such proceeds shall be settled by this release, the Client covenants to have them dismissed at the Client's cost with express prejudice to bringing further proceedings against the Company arising out of the same matter.

3.3 The Client covenants not to make any claim or institute any proceedings against any person who might claim over against or claim contribution or indemnity from the Company in connection with any matter for which this release is given.

3.4 The Client acknowledges that the Company does not admit liability to the Client in connection with any matter relating to the provision of the Services.

4 General

4.1 This Agreement and the terms set out herein shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

4.2 This Agreement shall be governed by, and construed under, the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

COMPANY

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

3. You are responsible for the actions of any other person who may utilize your access rights on the Services.
4. The following T&Cs govern all use of StayRN LLC Services and all content, services and products available at or through the Site.
5. The Services are offered subject to your acceptance without modification of all of the T&Cs contained herein and all other associated operating rules and policies which can be found on the StayRN Site.
6. Please read this Agreement carefully before accessing or using the Services. By accessing or using any part of the Services, you agree to become bound by the terms of this Agreement. If you do not agree to all the terms of this Agreement, then you must leave the Services and you may not use any Services or the Site.
7. In the event that these T&Cs are considered an offer by StayRN LLC, acceptance is expressly limited to these terms.
8. The provision of the Services may involve you requesting an intravenous hydration services which StayRN LLC shall procure to be provided by a licensed medical professional (the “**Medical Professional**”).
9. Where a Medical Professional is procured by StayRN to assist with the provision of Services to you, any such action shall only be carried out by the Medical Professional where you have duly executed and delivered a waiver of liability form in a form acceptable to StayRN LLC.
10. StayRN LLC makes no representation or warranty to you with respect to any service or action taken or made by such Medical Professional.
11. StayRN LLC is not engaged in the practice of medicine, does not provide medical services, and is not a health care provider.
12. The Medical Professional with which you establish a treatment relationship is solely responsible for providing you with any medical services.
13. StayRN LLC will only procure the services of a Medical Professional on your behalf as a means of connecting you with health care professionals who may be willing to provide you with medical services during the provision of the Services by StayRN LLC.
14. The Services are available only to individuals who are at least 21 years old. If you are not yet 21 years old, you must stop using the Services immediately.

15. By engaging with StayRN LLC and requesting StayRN LLC to provide the Services you agree to pay StayRN LLC the fee indicated for the Services as set out on the Site or as advised to you by StayRN LLC subsequently.

16. Payments will be charged at the time of scheduling or at the time of service as indicated or directed.

17. StayRN LLC requires at least 24 hours' notice of cancellation of the Services by you.

18. You will be charged the full amount of the fee indicated for the Services scheduled if you cancel an appointment within 24 hours of its scheduled time.

19. You may cancel the Services without charge if it is cancelled within thirty (30) minutes of being scheduled through the Site.

20. Where you have made provision for the Services and do not appear at the specified time or location your fees will not be refundable.

21. In the event that we are unable to provide our services to you because of our availability, a credit note or a refund will be provided by StayRN LLC. Credit notes or refunds will not be provided to clients who are unsatisfied with the services.

22. Prior to the provision of the Services, you confirm and agree to submit a client information declaration ("**Client Information Declaration**"), in a form satisfactory to StayRN LLC, in which you shall present your medical history and recent surgery procedures to the best of your ability.

23. Based upon the information provided in the Client Information Declaration, StayRN reserves the right to decline to provide the Services for any reason whatsoever, in its sole discretion.

24. Reasons for StayRN LLC declining to provide the Services may include (but shall not be limited to) the following:

i. general concerns about the current medical wellbeing of the client;

ii. a history of liver disease or similar issues;

iii. a history of kidney disease or similar issues; or

iv. recent travel to a region where there is evidence of widespread, communicable disease or contact with a person who has recently traveled to such a region.

v. In the event that you misrepresent yourself in any way, including, but not limited to, the omission of any material information, the omission of any matter referred to in this Agreement, your age, or the information provided by you in the Client Information Declaration being materially inaccurate in any respect at the time of the appointment, or you are under the influence of drugs or alcohol at the time of the appointment as determined by an employee, agent or manager of StayRN LLC, you will be charged for the full amount of the Services scheduled but no Services will be provided; provided, however, for an additional charge of one hundred dollars (\$100.00), you may reschedule this appointment for a time that is at least four (4) hours after the scheduled time of the original appointment so long as you are no longer under the influence of drugs or alcohol as determined by an employee, agent or manager of StayRN LLC and, in the determination of a as determined by an employee, agent or manager of StayRN LLC, the information in your Client Information Declaration has been corrected.

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vi. Upon your acceptance of these terms and your request to engage StayRN LLC for the Services, you hereby agree that StayRN LLC has the right to automatically charge your credit card (or other payment method) for the applicable fees or charges, plus any applicable taxes that StayRN LLC may be required to collect, and you authorize StayRN LLC to do so.

vii. In the event that you make a payment by credit card, your credit card information will be stored on our Site and will only be accessed by authorized agents on behalf of StayRN LLC for the purpose of obtaining payment.

viii. In the event that you elect to change the Services scheduled and/or purchased from StayRN LLC prior to the delivery of such Services, StayRN LLC may, in StayRN LLC's sole discretion, use your stored credit card information to charge you for the additional Services provided or to provide a credit to you for Services that are not provided, as the case may be, and you authorize StayRN LLC to do so.

ix. In the case of an applicable credit note, such credit note will be given to you approximately two (2) to three (3) business days after you have notified StayRN LLC of the respective change in the Services to be provided, subject to the policies of the respective credit card companies. You acknowledge that it is your responsibility to ensure that payment in advance for all Services scheduled and/or purchased from StayRN LLC and to ensure that your credit cards or other payment

instruments accepted by StayRN LLC continue to be valid and sufficient for such purposes.

x.General Disclaimer:

STAYRN LLC DOES NOT PROVIDE EITHER MEDICAL ADVICE OR MEDICAL SERVICES. YOU, AS THE USER OF THE SERVICES, ASSUME FULL RISK AND RESPONSIBILITY FOR ANY AND ALL USE OF THE SERVICES, INCLUDING THE INFORMATION PRESENTED THEREON. THE SERVICES ARE INTENDED TO BE OF A GENERAL NON-MEDICAL NATURE AND DOES NOT CONSTITUTE MEDICAL ADVICE AND IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR TREATMENT. YOU ARE RESPONSIBLE FOR SEEKING PROFESSIONAL MEDICAL ADVICE IF YOU HAVE ANY QUESTIONS ABOUT YOUR HEALTH OR A HEALTH CONDITION. YOU AGREE TO HOLD STAYRN LLC AND ITS AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, EXPENSES AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER RELATING TO YOUR USE OF, YOUR RELIANCE UPON, OR ERRORS OR OMISSIONS IN, INFORMATION FOUND ON THE SERVICES.

YOU USE THE SERVICES PROVIDED BY STAYRN LLC AT YOUR OWN RISK. STAYRN LLC WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY HARM TO YOU OR OTHERS RESULTING FROM THE SERVICES AND/OR THE TREATMENTS AND PRODUCTS PROVIDED THROUGH THE SERVICES OR OTHERWISE. STAYRN LLC DOES NOT MAKE ANY CLAIMS, REPRESENTATIONS OR WARRANTIES REGARDING YOUR FITNESS FOLLOWING PROVISION OF THE SERVICES BY STAYRN LLC INCLUDING, BUT NOT LIMITED TO, WHETHER YOU ARE FIT TO DRIVE A VEHICLE OR OPERATE MACHINERY AFTER YOU RECEIVE SERVICES FROM STAYRN LLC. FURTHER, YOU MAY NEED SOMEONE TO ACCOMPANY YOU AFTER THE PROVISION OF THE SERVICES UNTIL YOU FEEL ABLE TO RESUME NORMAL ACTIVITIES.

xi.StayRN LLC does not condone, recommend, or encourage excessive alcohol consumption. Excessive drinking is highly detrimental to one's health and wellness and may lead to a number of irreversible diseases, including, but not limited to, alcoholism, cirrhosis of the liver, and cancer. Please drink responsibly. While there may be information on the Services related to certain medical conditions and their management, should a medical condition exist, promptly see your own physician or health provider.

xii.StayRN LLC disclaims any responsibility for any harm resulting from the use by visitors of the Services, or from any downloading by such visitors from the Sites

of the content on the Services. Any user who finds content on the Sites that is offensive, indecent, or otherwise objectionable, or content containing technical inaccuracies, typographical mistakes, or other errors has a responsibility to report such content to StayRN LLC.

xiii. You represent and warrant that:

i. The provision of the Services undertaken by you will be in strict accordance with this Agreement and the policies and procedures of StayRN LLC as set out on the Sites and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside); and

ii. your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

xiv. StayRN LLC may terminate your access to the Sites and the provision of all or any part of the Services to you at any time, with or without cause, with or without notice, effective immediately.

xv. Furthermore, StayRN LLC can terminate the Services immediately as part of a general shut down of our service or other lawful reason. Upon termination, all provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

xvi. You hereby acknowledge that your breach of this Agreement or any of the policies or procedures of StayRN LLC as set out on the Site may result in immediate and irreparable harm to StayRN LLC. Accordingly, you hereby agree that, in the event of such a breach by you, StayRN LLC shall be entitled to equitable relief to compel you to cease and desist all unauthorized use, evaluation and/or disclosure of information obtained through the Services, as well as any and all other remedies available at law or in equity.

xvii. The services, information, functions and materials on the Site and provided under the Services are provided on an 'as is' basis. StayRN LLC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Furthermore, StayRN LLC does not warrant or make any representations concerning the accuracy, likely results, or reliability of:

(a) the use of the materials on the Services or otherwise relating to such materials; or (b) the Site or any sites linked to or on the Services.

xviii. In addition to, and not in limitation of, any limitations of liability provided by law or this Agreement, in no event will StayRN LLC, or its suppliers or licensors, or any individuals associated with StayRN LLC, its suppliers or licensors, including, but not limited to, their respective equity owners, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for any special, incidental or consequential damages. The foregoing shall not apply to the extent prohibited by applicable law.

xix. You agree to indemnify and hold harmless StayRN LLC, its managers, members, employees, contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims, damages, causes of action, judgments, liabilities, demands and expenses of any kind or nature whatsoever, including attorneys' fees, arising out of your use of the Services, including but not limited to, arising out of your violation of this Agreement.

xx. You agree that any suit, action or proceeding between you and StayRN LLC in connection with or arising from this Agreement (each, a "**Judicial Action**") shall be governed by the law of the State of Florida. You consent to the jurisdiction of federal and state courts within the State of Florida. You consent to the venue in any Judicial Action brought against you in connection with breaches of this Agreement. You consent to electronic service of process regarding any Judicial Action under this Agreement.

Refund Policy in event where an IV cannot be insert:

- I. The healthcare professional will have three attempts at inserting an IV. If unsuccessful, the healthcare professional will call back up healthcare professional to attempt an additional three attempts. If both healthcare professionals are unsuccessful at getting an IV, client will be issued a full refund within 24-48 hours.:

StayRN LLC
Website Terms & Conditions

STAYRN LLC'S U.S. WEB SITES ARE NOT TO BE USED IF YOU DO NOT AGREE TO THESE T&CS.

1. These T&Cs ("**T&Cs**") applies to the U.S. web sites ("**Sites**") of StayRN LLC.
2. We encourage you to read the T&Cs carefully as it controls your use and access to the Sites, now and in the future. StayRN LLC expressly reserves the right to modify the T&Cs at any time by posting an updated version of the T&Cs on the Sites. Therefore, you should periodically review the T&Cs and your continued use of the Sites constitutes your consent to the current T&Cs posted at the time of your visit.
3. The Sites may be used only for lawful purposes. Your access and use of these Sites are also governed by all applicable federal, state, and local laws. Transmission, distribution or storage of material or conduct in violation of any applicable local, state, provincial, federal or foreign law or regulation is prohibited. This includes, without limitation, any material that is obscene, defamatory or libelous, constitutes an illegal threat, violates rights of privacy or publicity, or infringe any third party's intellectual property rights.
4. As a condition of your use of the Sites, you represent and warrant to Stay RN LLC that:
 - i. you will not use the Sites for any unlawful purpose or in violation of any provision of the T&Cs.

ii. you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Sites, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

iii. you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein, without the prior written consent from an authorized StayRN LLC representative (such consent is deemed given for standard search engine technology employed by Internet search web sites to direct Internet users to the Sites).

5. In the event of any unlawful or offensive use of content of the Sites, we reserve the right to modify or remove any and all content, functionality, and links contained on the Sites. If we determine, in our sole and absolute discretion, that you have violated any provision of the T&Cs or any applicable law, we may, at any time, terminate, restrict, or modify all or part of your access, times of availability, and required equipment and software for use of the Sites, and take any action in response to such violation.

6. The content on the Sites is the property of StayRN LLC.

7. StayRN LLC strives to keep the content of the Sites up-to-date, but we do not warrant or guarantee that the information appearing on the Sites is accurate, complete, reliable, or error-free. The Sites may contain inaccuracies or typographical errors regarding product and service descriptions, availability, dates and pricing.

8. StayRN reserves the right to correct or update any errors or omissions and to periodically change any information at our sole and absolute discretion without any prior notice to you.

9. These Sites are not intended for use by any person under the age of 13. For further information on this matter please refer to our **Data Information and Privacy Policy**.

10. Any use of these Sites by persons under the age of 13 should only be under the direct supervision of that minor's parent or legal guardian.

11. Nothing in these Sites shall be considered to be a binding offer by StayRN LLC, and we reserve the right to change any information posted on these Sites at any time for any reason without prior notice to you.

12. You may access the Sites' content for your personal use only. You may not copy, upload, download, post, transmit, distribute, publish, display, perform, modify, or otherwise create derivative works from any of the content contained on the Sites, except you may print

copies of our Sites for your personal use. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, and forms) of Stay LLC without the prior written consent of StayRN LLC. You may not use any metatags or any other “hidden text” utilizing our name, trademarks, service marks, or trade names without the prior written consent of StayRN LLC. You may not use our names, trademarks, service marks, trade names, logos, slogans, or proprietary graphics as any part of a link without the prior written consent of StayRN LLC. Any unauthorized use terminates any license or permission granted by StayRN LLC. Except as expressly stated above, nothing contained herein shall be construed as granting, by implication, estoppel or otherwise, any license or right to the content of the Sites.

13. You acknowledge that all right, title and interest in and to all content on the Sites, including all information, data, video, audio, graphics, logos, button icons, software and other materials contained on or that make up the Sites, is the sole and exclusive property of StayRN LLC, and is protected by U.S. and international copyright laws.

14. All StayRN LLC trademarks, service marks, trade names, logos, slogans, and other identifying marks appearing on the Sites are the sole and exclusive property of StayRN LLC.

15. All other trademarks not owned by StayRN LLC that appear on these Sites are the property of the respective owners, who may or may not be affiliated with, connected to, or sponsored by StayRN LLC.

16. You may not copy or use any of StayRN LLC’s marks or any marks confusingly similar to StayRN LLC’s marks without the prior written consent of StayRN LLC, nor may you use StayRN LLC’s marks in any manner that discredits or disparages StayRN LLC.

17. Except for personally identifiable information that we obtain from you (for further information on this matter please refer to our **Data Information and Privacy Policy**), any information you provide, including without limitation, any feedback, comments, suggestions and/or ideas you may submit to us, is hereby deemed NONCONFIDENTIAL and NONPROPRIETARY, shall become the property of StayRN LLC, and may be used by us for any purpose without restriction or obligation.

18. You represent and warrant that any content you submit to us is:

i.is accurate;

ii.does not violate any law or infringe any third party’s intellectual property rights; and

iii.contains no matter that is obscene, harassing, vulgar, defamatory or libelous, constitutes an illegal threat, or violates rights of privacy or publicity of a third party.

19. The Sites may provide you with the ability to use passwords, usernames, or other codes or devices to gain access to restricted portions of the Sites (“**access codes**”). The content contained in such restricted areas is confidential to StayRN LLC and is provided to you for your personal use only.

20. We reserve the right to prohibit the use of such access codes on your behalf by third parties if we determine, in our sole and absolute discretion, that such use interferes with our Sites’ operation or results in commercial benefits for other entities to our detriment.

21. StayRN LLC treats enforcement of its intellectual property rights seriously.

22. The Sites may contain links to other web sites. All links to other web sites from the Sites are provided for convenience only.

23. We are not responsible for, and do not endorse, the content, products, or services that may be contained on the linked web sites. We shall have no obligation or liability with respect to any access by you of any linked web sites, or for your use of any information, products, or services on the linked web sites.

24. You should be aware that, when you enter a linked web site, you are subject to the privacy policies and T&Cs which apply to that web site. You should review them after you execute the link.

25. Requests to post links to the Sites on other web sites should be directed to the information email address set out on our Sites. StayRN LLC expressly reserves its rights to take appropriate action against any entity that links to any Site without permission in a manner that violates any of StayRN LLC’s legal rights.

26. Any and all items purchased on the Sites are made pursuant to a shipment contract. Therefore, risk of loss and title for items you purchase through the Sites will pass to you upon our delivery of the items to the designated carrier.

27. All purchases of items through the Sites are subject to each individual Site’s Return Policy.

28. All purchases of items through the Sites will be shipped pursuant to the individual Sites’ Shipping Policy.

29. StayRN LLC is making all content contained on these web sites available to you on an “as is” basis, with all faults and without any representations or warranties of any kind whatsoever, express, implied, or statutory, and all such representations and warranties are hereby expressly disclaimed, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

30. Use of the sites, and any materials, products, or services available through the sites, is at your own risk. StayRN LLC will have no obligation or liability whatsoever in connection with or resulting from any errors or omissions in any of the content on these sites or for any disruptions these sites may cause, or for any reliance on or use of such content by you.

31. In no event shall StayRN LLC or any of its stockholders, officers, directors, employees, or agents, be liable for any injury, loss, claim, or damages, including any special, incidental, consequential, exemplary or punitive damages of any kind (including, without limitation, lost profits or lost savings) arising out of or in connection with your access to, or use of, the sites, whether based in contract, tort (including, without limitation, negligence) or otherwise, even if we have been advised of the possibility of such damages.

32. Notwithstanding the foregoing, the law of the state in which you reside may or may not allow the limitation or exclusion of liability or of incidental or consequential damages, so the above limitation or exclusion may or may not apply to you.

33. StayRN LLC may change the T&Cs at its sole and absolute discretion at any time. You should periodically revisit the T&Cs to be sure you are familiar with our current policies. Your use, and continued use, of the Sites (following modification to the T&Cs) will be conclusively deemed as acceptance of the T&Cs and any changes thereto.

34. If you believe that any content has been posted on the Sites in a manner that constitutes copyright infringement, please notify us by providing our designated Copyright Agent with the written information specified below:

i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

ii. A description of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single Site are covered by a single notification, a representative list of such works at that Site;

iii. A description of the material on the Site that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

iv. Information reasonably sufficient to permit us to contact you, such as your address, telephone number and e-mail address;

- v. A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- vi. A statement by you that the information in your notice to us is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

35. StayRN LLC designated Copyright Agent for notice of claims of copyright infringement can be contacted via the information email address on our Sites

36. This T&Cs shall constitute an agreement, the terms and performance of which shall be governed by the laws of the state of Florida, without regard to conflicts of law. You agree that any dispute relating in any way to your visit to the Sites or items or services you purchase through the Sites shall be submitted to confidential arbitration in Dade County, Florida. Arbitration under T&Cs shall be conducted according to the then prevailing rules of the American Arbitration Association before a panel of three arbitrators. The arbitrators' award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this T&Cs shall be joined to an arbitration involving any other party subject to this T&Cs, whether through class arbitration proceedings or otherwise.

37. If StayRN LLC determines that a violation of the T&Cs has occurred, we may, in our sole and absolute discretion, pursue any of our legal remedies. However, the failure of StayRN LLC to exercise or enforce any right or provision of T&Cs shall not constitute a waiver of such right or provision.

38. In the event that any provision of T&Cs is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

39. T&Cs contains the entire agreement between us relating to the subject matter hereof, and supersede any prior understanding or agreements regarding the subject matter.

40. Any Non-Human Visitors (as defined below) to the Site shall be considered agents of the individual(s) who controls, authors or otherwise makes use of such Non-Human Visitors. Such individual(s) shall be deemed responsible for the actions of their Non-Human Visitors in the same manner as if they personally visited the Services.

41. A special restriction on a visitor's license to access the Services applies to all Non-Human Visitors. "Non-Human Visitors" include, but are not limited to, web spiders, bots, indexers, robots, crawlers, harvesters, or any other computer programs designed to access, read, compile or gather content from the Services automatically.

42. You agree that any email addresses on the Site are considered proprietary intellectual property and furthermore, you agree that these email addresses are provided for human visitors alone. Intentional collection, harvesting, gathering, and/or storing of the email addresses using the Site is recognized as a violation of the T&Cs and expressly prohibited.

43. StayRN LLC has opened or may in future open publicly facing pages on social media sites for viewing content and/or videos and posting comments about StayRN LLC. These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media and news media sites or other user-generated content sites (each, a “**Social Media Site**” and collectively, the “**Social Media Sites**”). When using social media sites operated by others, you must also follow their rules of conduct and abide by their terms of use.

44. By accessing, viewing and/or posting any content related directly or indirectly to StayRN LLC on any Social Media Site on the internet, you accept, without limitation or qualification, the following terms of use. If you do not agree to these terms, you may not view or post any content related directly or indirectly to StayRN LLC to any Social Media Site on the internet. Your use of Social Media Sites is acceptance of these terms and has the same effect as if you had actually physically signed an agreement.

45. You must be at least 21 years old to post any content on any Social Media Site.

46. You are prohibited from:

i. posting any content that is personal health information including patient images on any Social Media Site; and

ii. using any Social Media Site to provide medical advice or medical commentary by non-physicians or to use the Social Media Site to make, recommend or increase referrals to physicians who are not employed by StayRN LLC.

47. In the event that you post content to any Social Media Site, you agree that you will not:

i. violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive via this Social Media Usage Policy;

ii. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

iii. collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

iv. share confidential pricing information of any party; or

v. transmit any material (by uploading, posting, email or otherwise):

a. that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libellous, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in the sole opinion of StayRN LLC;

b. that you do not have a right to make available under any law or under contractual or fiduciary relationships;

c. that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

d. that is unsolicited or unauthorized advertising (including advertising of non StayRN LLC services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; or

e. that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

48. In the event that you post any content on any Social Media Site, you irrevocably grant to StayRN LLC the right to reproduce, distribute, publish, display such content and the right to create derivative works from your content, edit or modify such content and use such content for any purpose as may be required or determined by StayRN LLC.

49. StayRN LLC reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Social Media Site, at any time, without notice and for any reason and in its sole discretion.

50. StayRN LLC may remove, delete, block, filter or restrict by any other means any materials in its sole discretion.

51. You understand and agree that StayRN LLC may disclose your communications and activities with StayRN LLC in response to lawful requests by governmental authorities,

including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of StayRN LLC's rights. Y

52. You expressly agree that in the event that StayRN LLC exercises any of its rights hereunder for any reason, StayRN LLC will have no liability to you.

53. You shall defend, indemnify, and hold StayRN LLC, its members, managers, employees and contractors and its affiliates and their respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your posting of any content to a Social Media Site, any third party claims of infringement or any breach of this Social Media Usage Policy.

54. You agree that any claim or dispute relating to your posting of any content on a Social Media Site on the internet shall be construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state or federal courts.

55. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in sending any content over the internet.

56. StayRN LLC does not control the third-party sites and the internet over which you may choose to send confidential personal or health information or other content and, therefore, StayRN LLC does not warrant any safeguard against any such interceptions or compromises to your information. When posting any content on an internet site, you should carefully consider your own privacy in disclosing detailed or private information about yourself and your family.

57. StayRN LLC does not endorse any product, service, views or content displayed on the Social Media Site.

StayRN LLC
Invigorate Vitadrip ("IV") Terms of Service Agreement

You should carefully read the following Terms of Service Agreement ("**Agreement**"). Your procurement of the services which may involve the use of IV (the "**Services**") set out on the StayRN LLC website (the "**Site**") and use of IV implies that you have read and accepted these terms and conditions ("**T&Cs**").

1. The Site used by you and the Services provided to you are subject to the conditions listed below. These T&Cs are in addition to any other terms that IV may include from time to time for governing access to and the provision of their Services.
2. The access rights granted to you under this Agreement are non-transferable without the express written permission of StayRN LLC.
3. You are responsible for the actions of any other person who may utilize your access rights on the Services.
4. The following T&Cs govern all use of StayRN LLC Services involving IV and all content, services and products available at or through the Site.
5. The Services are offered subject to your acceptance without modification of all of the T&Cs contained herein and all other associated operating rules and policies which can be found on the StayRN Site.
6. Please read this Agreement carefully before accessing or using the Services. By accessing or using any part of the Services, you agree to become bound by the terms of this Agreement. If you do not agree to all the terms of this Agreement, then you must leave the Services and you may not use any Services or the Site.
7. In the event that these T&Cs are considered an offer by IV, acceptance is expressly limited to these terms.
8. The provision of the Services may involve you requesting an intravenous hydration services which StayRN LLC shall procure to be provided by a licensed medical professional (the “**Medical Professional**”).
9. Where a Medical Professional is procured by StayRN LLC to assist with the provision of Services to you, any such action shall only be carried out by the Medical Professional where you have duly executed and delivered a waiver of liability form in a form acceptable to IV.
10. Neither StayRN LLC nor IV makes any representation or warranty to you with respect to any service or action taken or made by such Medical Professional.
11. Neither StayRN LLC nor IV is engaged in the practice of medicine, or provides medical services, and is not a health care provider.
12. The Medical Professional with which you establish a treatment relationship is solely responsible for providing you with any medical services.

13. StayRN LLC will only procure the services of a Medical Professional on your behalf as a means of connecting you with health care professionals who may be willing to provide you with medical services during the provision of the Services by IV.

14. The Services are available only to individuals who are at least 21 years old. If you are not yet 21 years old, you must stop using the Services immediately.

15. By engaging with IV and requesting StayRN LLC to provide the Services you agree to pay StayRN LLC the fee indicated for the Services as set out on the Site or as advised to you by StayRN LLC subsequently.

16. Payments will be charged at the time of scheduling or at the time of service as indicated or directed.

17. StayRN LLC requires at least 24 hours' notice of cancellation of the Services by you.

18. You will be charged the full amount of the fee indicated for the Services scheduled if you cancel an appointment within 24 hours of its scheduled time.

19. You may cancel the Services without charge if it is cancelled within thirty (30) minutes of being scheduled through the Site.

20. Where you have made provision for the Services and do not appear at the specified time or location your fees will not be refundable.

21. In the event that we are unable to provide our services to you because of our availability, a credit note or a refund will be provided by StayRN LLC. Credit notes or refunds will not be provided to clients who are unsatisfied with the services.

22. Prior to the provision of the Services, you confirm and agree to submit a client information declaration ("**Client Information Declaration**"), in a form satisfactory to IV, in which you shall present your medical history and recent surgery procedures to the best of your ability.

23. Based upon the information provided in the Client Information Declaration, StayRN reserves the right to decline to provide the Services and IV related services for any reason whatsoever, in its sole discretion.

24. Reasons for StayRN LLC declining to provide the Services may include (but shall not be limited to) the following:

i. general concerns about the current medical wellbeing of the client;

ii.a history of liver disease or similar issues;

iii.a history of kidney disease or similar issues;or

iv.recent travel to a region where there is evidence of widespread, communicable disease or contact with a person who has recently traveled to such a region.

v.In the event that you misrepresent yourself in any way, including, but not limited to, the omission of any material information, the omission of any matter referred to in this Agreement, your age, or the information provided by you in the Client Information Declaration being materially inaccurate in any respect at the time of the appointment, or you are under the influence of drugs or alcohol at the time of the appointment as determined by an employee, agent or manager of StayRN LLC, you will be charged for the full amount of the Services scheduled but no Services will be provided; provided, however, for an additional charge of one hundred dollars (\$100.00), you may reschedule this appointment for a time that is at least four (4) hours after the scheduled time of the original appointment so long as you are no longer under the influence of drugs or alcohol as determined by an employee, agent or manager of StayRN LLC and, in the determination of a as determined by an employee, agent or manager of StayRN LLC, the information in your Client Information Declaration has been corrected.

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vi.Upon your acceptance of these terms and your request to engage StayRN LLC for the Services, you hereby agree that StayRN LLC has the right to automatically charge your credit card (or other payment method) for the applicable fees or charges, plus any applicable taxes that StayRN LLC may be required to collect, and you authorize StayRN LLC to do so.

vii.In the event that you make a payment by credit card, your credit card information will be stored on our Site and will only be accessed by authorized agents on behalf of StayRN LLC for the purpose of obtaining payment.

viii.In the event that you elect to change the Services scheduled and/or purchased from StayRN LLC prior to the delivery of such Services, StayRN LLC may, in StayRN's sole discretion, use your stored credit card information to charge you for the additional Services provided or to provide a credit to you for Services that are not provided, as the case may be, and you authorize StayRN LLC to do so.

ix. In the case of an applicable credit note, such credit note will be given to you approximately two (2) to three (3) business days after you have notified StayRN LLC of the respective change in the Services to be provided, subject to the policies of the respective credit card companies. You acknowledge that it is your responsibility to ensure that payment in advance for all Services scheduled and/or purchased from StayRN LLC and to ensure that your credit cards or other payment instruments accepted by StayRN LLC continue to be valid and sufficient for such purposes.

25. General Disclaimer:

NEITHER STAYRN LLC NOR IV PROVIDES EITHER MEDICAL ADVICE OR MEDICAL SERVICES. YOU, AS THE USER OF THE SERVICES, ASSUME FULL RISK AND RESPONSIBILITY FOR ANY AND ALL USE OF THE SERVICES, INCLUDING THE INFORMATION PRESENTED THEREON. THE SERVICES ARE INTENDED TO BE OF A GENERAL NON-MEDICAL NATURE AND DOES NOT CONSTITUTE MEDICAL ADVICE AND IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR TREATMENT. YOU ARE RESPONSIBLE FOR SEEKING PROFESSIONAL MEDICAL ADVICE IF YOU HAVE ANY QUESTIONS ABOUT YOUR HEALTH OR A HEALTH CONDITION. YOU AGREE TO HOLD IV AND ITS AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, EXPENSES AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER RELATING TO YOUR USE OF, YOUR RELIANCE UPON, OR ERRORS OR OMISSIONS IN, INFORMATION FOUND ON THE SERVICES.

YOU USE THE SERVICES PROVIDED BY STAYRN LLC AND IV AT YOUR OWN RISK. NEITHER STAYRN LLC NOR IV WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY HARM TO YOU OR OTHERS RESULTING FROM THE SERVICES AND/OR THE TREATMENTS AND PRODUCTS PROVIDED THROUGH THE SERVICES OR OTHERWISE. NEITHER STAYRN LLC NOR IV MAKES ANY CLAIMS, REPRESENTATIONS OR WARRANTIES REGARDING YOUR FITNESS FOLLOWING PROVISION OF THE SERVICES BY STAYRN LLC OR IV INCLUDING, BUT NOT LIMITED TO, WHETHER YOU ARE FIT TO DRIVE A VEHICLE OR OPERATE MACHINERY AFTER YOU RECEIVE SERVICES FROM STAYRN LLC OR IV. FURTHER, YOU MAY NEED SOMEONE TO ACCOMPANY YOU AFTER THE PROVISION OF THE SERVICES UNTIL YOU FEEL ABLE TO RESUME NORMAL ACTIVITIES.

26. Neither StayRN LLC nor IV condones, recommends, or encourages excessive alcohol consumption. Excessive drinking is highly detrimental to one's health and wellness and may

lead to a number of irreversible diseases, including, but not limited to, alcoholism, cirrhosis of the liver, and cancer. Please drink responsibly. While there may be information on the Services related to certain medical conditions and their management, should a medical condition exist, promptly see your own physician or health provider.

27. Both StayRN LLC AND IV disclaim any responsibility for any harm resulting from the use by visitors of the Services, or from any downloading by such visitors from the Sites of the content on the Services. Any user who finds content on the Sites that is offensive, indecent, or otherwise objectionable, or content containing technical inaccuracies, typographical mistakes, or other errors has a responsibility to report such content to StayRN LLC.

28. You represent and warrant that:

i. The provision of the Services undertaken by you will be in strict accordance with this Agreement and the policies and procedures of StayRN LLC and IV as set out on the Sites and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside); and

ii. your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

29. StayRN LLC or IV may terminate your access to the Sites and the provision of all or any part of the Services to you at any time, with or without cause, with or without notice, effective immediately.

30. Furthermore, StayRN LLC or IV can terminate the Services immediately as part of a general shut down of our service or other lawful reason. Upon termination, all provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

31. You hereby acknowledge that your breach of this Agreement or any of the policies or procedures of StayRN LLC or IV as set out on the Site may result in immediate and irreparable harm to StayRN LLC or IV. Accordingly, you hereby agree that, in the event of such a breach by you, StayRN LLC and IV shall be entitled to equitable relief to compel you to cease and desist all unauthorized use, evaluation and/or disclosure of information obtained through the Services, as well as any and all other remedies available at law or in equity.

32. The services, information, functions and materials on the Site and provided under the Services are provided on an 'as is' basis. Neither StayRN LLC nor IV makes any warranties,

expressed or implied, and hereby disclaim and negate all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Furthermore, neither StayRN LLC nor IV warrants or makes any representations concerning the accuracy, likely results, or reliability of: (a) the use of the materials on the Services or otherwise relating to such materials; or (b) the Site or any sites linked to or on the Services.

33. In addition to, and not in limitation of, any limitations of liability provided by law or this Agreement, in no event will IV or StayRN LLC, or their suppliers or licensors, or any individuals associated with IV or StayRN LLC or their suppliers or licensors, including, but not limited to, their respective equity owners, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for any special, incidental or consequential damages. The foregoing shall not apply to the extent prohibited by applicable law.

34. You agree to indemnify and hold harmless each of IV and StayRN LLC, their managers, members, employees, contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims, damages, causes of action, judgments, liabilities, demands and expenses of any kind or nature whatsoever, including attorneys' fees, arising out of your use of the Services, including but not limited to, arising out of your violation of this Agreement.

35. You agree that any suit, action or proceeding between you and IV and/or StayRN LLC in connection with or arising from this Agreement (each, a "**Judicial Action**") shall be governed by the law of the State of Florida. You consent to the jurisdiction of federal and state courts within the State of Florida. You consent to the venue in any Judicial Action brought against you in connection with breaches of this Agreement. You consent to electronic service of process regarding any Judicial Action under this Agreement.

