



SERVICE AGREEMENT

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THE PROGRAM OR CLICKING THE "SUBMIT REGISTRATION" or "GET ACCESS" BUTTON, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR A CUSTOMER ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE PROGRAM (THE "AGREEMENT").

Terms and Conditions

The following constitutes a legally binding agreement made between yourself ("you") and MedAesthetics, PLLC dba Aesthetics Injection Training ("AIT") concerning your access to and use of a collection of training videos and related accompanying written materials and documentation (the "Documentation" and collectively with the training videos, the "Program") accessed through www.aestheticinjectiontraining.com and any other media form, media channel, mobile website or mobile application related, linked or otherwise connected thereto (collectively the "Website"). AIT offers to provide the Program and access to the Website standing alone or in conjunction with separate in-person training programs, to you on the condition of your acceptance without modification of the terms, conditions and notices contained herein.

Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. AIT reserves the right, in its sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date at the very end of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Website after the date such revised Terms and Conditions are posted.

1. **ELIGIBILITY.** The Program, Documentation and Website are intended for users who are licensed to provide medical and aesthetic procedures under applicable laws and regulations governing the performance

of medical and aesthetic services in the state or country in which you reside. The training videos discuss advanced medical procedures that should not be attempted or performed without the requisite medical supervision required by applicable governing laws of the state or country in which you reside. NONEXCLUSIVE LICENSE. AIT hereby grants you a limited, revocable, non-exclusive, non-sublicensable license to view all components of the Program expressly including but not limited to the training video files hosted on (collectively, the "Website") for personal, non-commercial purposes, subject to the terms and conditions of this Agreement. You may remotely access and view training videos. Your license of use and access to the Program and Website (which includes the training videos and the related Documentation) is conditioned upon your compliance with the terms and conditions of the Agreement including the following:

(a) you will not, nor will you allow any third party to, (i) copy, modify, adapt, translate or otherwise create derivative works of or from the training videos, Documentation or the Website; (ii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source file content or code of the training videos, or Website (iii) attempt to download Program training video files or other Website content; (iv) rent, lease, sell, distribute, transfer, assign or otherwise transfer rights in or to the Program, training videos or Documentation; (v) remove any proprietary notices or labels on the training materials or placed by the Program; or (vi) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the program or any software or computer code therein.

(b) You will use the Program, Documentation, and related software solely for your own professional training and will only attempt to apply concepts and techniques discussed in the training videos and Documentation under appropriate medical supervision and medical malpractice insurance as so required by the laws and regulations of the state in which you reside. You will not make the Website, Program or a part thereof, available to anyone who lacks the legal authority to administer the treatments discussed therein. You will comply with all applicable laws and regulations in your use of and access to the Documentation, training videos and program.

(c) You will not represent to any individual or entity for any purpose, that you are affiliated with MedAesthetics, PLLC, "Aesthetic Injection Training" or Aesthetic Enterprises, LLC in any way or that any of these entities approve of your application of any treatment technique discussed in the Program.

(d) This license will terminate immediately if you fail to comply with the terms of this Agreement. Upon such termination, your access to www.aestheticinjectiontraining.com and related services will be immediately revoked.

2. CUSTOMER ACCOUNT, CREDENTIALS AND SECURITY. Your access

to the Program is contingent on your satisfactory completion of registering for a customer account. You must complete the registration process by providing AIT dba Aesthetic Injection Training with current, complete, and accurate information as prompted by the registration form. This will require your e-mail address (username) and password. You shall protect your passwords and take full responsibility for your own, and third party, use of your customer account. You are solely responsible for any and all activities that occur under your customer account. You agree to notify AIT immediately upon learning of any unauthorized use of your customer account or any other breach of security. From time-to-time, AIT support staff may log in and access the Program under your customer password for quality assurance purposes. You hereby acknowledge and consent to the use of your credentials for this purpose. By using the Website, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration and customer account information as necessary; (3) you have the legal capacity and you agree to comply with these Terms and Conditions; (4) you will not access the Website through automated or non-human means, whether through a bot, script, or otherwise; (5) you will not use the Website for any illegal or unauthorized purpose; and (6) your use of the Website will not violate any applicable law or regulation.

3. CONFIDENTIALITY. Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation, or court order. In which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing such information. Upon termination of this Agreement, the parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of such. You are responsible for safeguarding the confidentiality of your credentials and for any use or misuse of your account resulting from any third party using a password or username issued to you. "Confidential Information" includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential". For the avoidance of doubt and confusion, the training videos and Documentation are Confidential Information of AIT. Notwithstanding the foregoing, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information.

4. INFORMATION RIGHTS AND PUBLICITY. AIT may retain and use, subject to the terms of its Privacy Policy (located at www.aestheticinjectiontraining.com, or such other URL as AIT may provide from time to time), information collected in your use of the Program for purposes of further developing and improving the Program and the Website. AIT will not share information associated with you or your use of the

Website with any third parties unless AIT: (i) has your consent; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of AIT and or the Website, its users or the public; or (iii) provides such information in certain limited circumstances to third parties engaged by AIT to provide specific management or administration services for the Website or Program with contractual restrictions prohibiting the dissemination of such information.

5. **PRIVACY.** You will not (and will not allow any third party to) attempt to download, copy, record or reverse engineer any training video or Documentation supplied by AIT or contained on the Website.

6. **FEES AND SERVICES.** AIT reserves the right to change its fees and payment policies upon your acceptance of such changes which will be posted on the Website. Unless otherwise stated, all fees are quoted in US Dollars. Any outstanding balance becomes immediately due and payable upon termination of this Agreement for any reason.

7. **INDEMNIFICATION.** You agree to indemnify, hold harmless and defend AIT and its wholly owned subsidiaries, at your own expense, against any and all third-party claims, actions, proceedings, and suits brought against AIT related to the Website, the videos thereon or any of its officers, directors, managers, members, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by AIT or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) your breach of any term or condition of this Agreement, (ii) your use of the Program, (iii) your violations of applicable laws, rules or regulations in connection with the program, or (iv) your application of any information contained on or learned through the Website. In such a case, AIT will provide you with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. AIT reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

8. **THIRD PARTIES.** If you provide access to your customer account or any portion thereof to any third party or use the Program to collect information on behalf of any third party, whether or not you are authorized to do so by AIT, then:

(a) If you use or access the Program on behalf of or for the benefit of any third party (the "Principal") you represent and warrant that (a) you are authorized to bind the Principal to the terms of this Agreement and act on their behalf, (b) as between the Principal and you, the Principal owns any license or access rights to training videos in the applicable customer account, and (c) you shall not disclose any Documentation or training videos to any other party without the Principal's consent and in accordance with

this Agreement.

(b) You shall ensure that the Principal is bound by and abides by the terms of this Agreement. AIT makes no representations or warranties for the direct or indirect benefit of any third party including your Principal. With respect to third parties, you shall take all measures necessary to disclaim any and all representations or warranties that may pertain to AIT or the Website, the Program, Documentation, or any training video related thereto or the use thereof. You agree to indemnify, hold harmless and defend AIT at your expense, against any and all third-party claims, actions, proceedings, and suits brought against AIT or any of its officers, directors, managers, members, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by AIT or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (a) any representations and warranties made by you concerning any aspect of the Program or training videos to any third party, expressly regarding the safety of any treatment or technique described thereon in any particular setting or situation; (b) any claims made by or on behalf of any third party pertaining directly or indirectly to your use of the Program or training videos; (c) violations of your obligations of privacy to any third party; and (d) any claims with respect to acts or omissions of third parties in connection with the Program or training videos.

9. **DISCLAIMER OF WARRANTIES . THE AESTHETIC INJECTION TRAINING VIRTUAL TRAINING WEBSITE, ITS CONTENTS AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AESTHETIC INJECTION TRAINING THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL MEDAESTHETICS, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE, FROM THIRD PARTIES (SUCH AS EXPERTS, OR OTHERS) OR A LINKED WEBSITE, OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM OR THROUGH THE WEBSITE, A THIRD PARTY OR A LINKED WEBSITE. USE OF THE WEBSITE IS AT USERS' SOLE RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE WEBSITE OR THROUGH OR FROM AIT and MEDAESTHETICS SHALL CREATE ANY WARRANTY. The information and services included in or available through the Program and on the Website, including the training videos, Documentation, the contents thereof and the component parts thereto (including Support Forum or Help Desk replies) may include inaccuracies or typographical errors. Changes are periodically added to the information**

herein. AIT and/or its respective suppliers may make improvements and/or changes in or to the Program and Website at any time, with or without notice. AIT does not represent or warrant that the Program will be uninterrupted or error-free, that defects will be corrected, or that the Program, the training videos or any other software on any AIT server are free of viruses or other harmful components. AIT does not warrant or represent that the use of the Program or the training videos will be correct, accurate, timely or otherwise reliable.

THE PROGRAM, THE TRAINING VIDEOS AND DOCUMENTATION ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY MEDAESTHETICS /OR ITS SUBSIDIARIES AND AFFILIATES, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PROGRAM, THE TRAINING VIDEOS, THE DOCUMENTATION AND THEIR CONTENTS, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. MEDAESTHETICS DOES NOT WARRANT THAT THE PROGRAM, THE TRAINING VIDEOS OR RELATED DOCUMENTATION WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, OR THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICE. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY. AIT and MEDAESTHETICS WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCORRECT INFORMATION), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF MEDAESTHETICS AND/OR ITS SUBSIDIARIES AND AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AND THE FOREGOING PARAGRAPH MAY NOT APPLY TO YOU.

AIT and MedAesthetics (and their wholly owned subsidiaries') total cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the total cumulative fees paid by you to AIT for access to the Program and the Website.

11. SERVICE LEVELS. AIT does not guarantee the Program will be operable at all times or during any down time (1) caused by outages to any public Internet backbones, networks or servers, (2) caused by any failures of your equipment, systems or local access services, (3) for previously scheduled maintenance or (4) relating to events beyond AIT' control (or its wholly owned subsidiaries') control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in internet services to an area where AIT (or its wholly owned subsidiaries) or your servers are located or co-located. Complete accuracy in all aspects of your uses history at all times also is not guaranteed.

12. TERM and TERMINATION. Once payment has been made for Website only access, no subscription or other fees will be refunded. If Website access is provided in conjunction with in-person training, your rights to refund are subject to the cancellation terms set forth in your separate Terms of Enrollment. Customers subscribing for access to the Website alone shall have access thereto for six months. If access to the Website is provided in conjunction with in-person training, you will have six (6) months of access to the Website from the date of the commencement of the online course in which to complete the online training. AIT reserves the right to terminate access upon a breach of this Agreement.

Upon any termination or expiration of this Agreement, AIT will cease providing access to the Website and all training videos and documents contained thereon.

13. CANCELLATION POLICY. You may cancel your customer account at any time, by contacting us and requesting this.

14. MODIFICATIONS TO TERMS OF SERVICE AND OTHER POLICIES. AIT Reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the Program and the Website at any time, by posting the new agreement to the site located at www.aestheticinjectiontraining.com. Additional terms and conditions may be added to this Agreement by exhibit, the terms of which are expressly incorporated herein by reference. You are responsible for regularly reviewing the policy. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of AIT, (ii) you accept updated terms online, or (iii) you continue to use the Program after AIT has posted updates to the Agreement or to any policy governing the Program.