

OVERVIEW

The website located at https://mrjma.com and all subpages ("website" or "site") is operated by MRJ Medical Associates. Throughout these Terms and Conditions, "Age Management Optimal Health & Wellness, LLC," "MRJ Medical Associates," "we," "us," or "our" refer to the legal entity Age Management Optimal Health & Wellness, LLC, doing business as MRJ Medical Associates.

By accessing or visiting our site and/or purchasing something from us, you ("customer," "you," or "your") agree to be bound by the following terms and conditions ("Terms and Conditions," "Agreement," or "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service" or "Terms"), including those additional terms and conditions and policies referenced herein or available by hyperlink.

Please read these Terms and Conditions carefully before accessing or using our site. The Terms and Conditions are a binding legal contract between you and us. If you do not agree to all the Terms and Conditions of this Agreement, then you may not access the site or use any services or purchase any product on or through the site.

Any new features or tools which are added to the current store shall also be subject to these Terms of Service. These Terms may change, pursuant to the "Modifications" section below. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

YOUR USE OF THIS SITE AND PURCHASE OF OUR PRODUCTS ARE SUBJECT TO A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER SET FORTH IN THIS AGREEMENT TITLED "Dispute Resolution by Binding Arbitration and Class Action Waiver," WHICH REQUIRES YOU TO ARBITRATE DISPUTES WITH US ON AN INDIVIDUAL BASIS, UNLESS YOU OPT-OUT.

ONLINE STORE TERMS

You represent that you are at least the age of majority in your state of residence, and you agree that you shall not: (a) use any products available on or through the site for any (i) illegal or unauthorized purpose, or (ii) in any manner that is harmful, deceptive, threatening, abusive, harassing, tortious, obscene, libelous, or otherwise objectionable in our sole discretion; (b) violate any laws in your jurisdiction (including but not limited to copyright laws); (c) use the site in connection with any products or services not supplied or provided by us or otherwise approved by us in writing; (d) remove any proprietary notices, labels, or marks on the site; (e) attempt to derive any source code or underlying ideas or algorithms of any part of the site; or (f) transmit any worms or viruses or any code of a destructive nature.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the site through which the Service is provided, without express written permission by us.

MODIFICATIONS TO THE SERVICE AND PRICES

We reserve the right at any time to modify or discontinue the website, the Service (or any part or content thereof), and our products (including prices) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service or any products.

OWNERSHIP OF INTELLECTUAL PROPERTY

MRJ Medical Associates or its licensors exclusively own all right, title, and interest in and to this site and all contents and materials contained therein, including without limitation all ideas, inventions, inferences, discoveries, software code, developments, derivative works, upgrades, patches, formats, and processes, and all images, trademarks, service marks, logos, and icons

displayed therein or related thereto (collectively, "MRJ Medical Associates Intellectual Property"). Except as expressly provided in these Terms, you shall have no right, license, or authorization to any of the MRJ Medical Associates Intellectual Property. MRJ Medical Associates is not transferring or granting to you any right, title, interest, license, or other permission in or to any of the MRJ Medical Associates Intellectual Property. ANY UNAUTHORIZED USE OF THE MRJ MEDICAL ASSOCIATES INTELLECTUAL PROPERTY, WHETHER OWNED BY US OR OTHER PARTIES, MAY VIOLATE COPYRIGHT LAWS, TRADEMARK LAWS, PRIVACY AND PUBLICITY LAWS, AND COMMUNICATIONS REGULATIONS AND STATUTES, AND IS EXPRESSLY PROHIBITED. Trademarks owned by third parties are the property of those respective third parties. ACCOUNTS

To use certain features of the site, you might be required to register for an account ("Account") and provide certain information about yourself. You represent and warrant that: (a) all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information and will update such information in the event of changes; and (c) your use of the site does not violate any applicable law, regulation, or these Terms.

You are responsible for maintaining the confidentiality of your Account login information. You are responsible for all activities that are associated with your Account (including, but not limited to, any purchases, use of the site, or communications from your Account, and purchases made from your Account). You agree to immediately notify us of any unauthorized use or suspected unauthorized use of your Account or any other breach of security.

PRODUCTS; PURCHASES

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We reserve the right to limit the quantities of any products or services 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 or Service made on this site is void where prohibited.

When you order products through the site, you may be asked to provide certain information, including your name, email, phone number, payment card information, billing address, and shipping address. By purchasing a product, you represent and warrant that: (i) you have the legal right to use any payment card(s) or other payment method(s) used in connection with any purchase; and (ii) the information you supply to us is true, correct, and complete. By submitting this information, you grant us the right to use and provide the information to third-party service providers, including payment processors, to facilitate your purchase. You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased. If we change or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

When you make a purchase, you are solely responsible for providing us with accurate shipping information and a valid phone number and email address. If any product is returned to us as a result of your failure to provide us with accurate shipping information, we are under no obligation to re send the product to you, and you shall be responsible for any additional shipping fees or other charges that may be applied to the return of the product to us or in re- sending the product to you.

REFUNDS AND RETURNS

We are dedicated to providing the highest quality medical services and ensuring customer satisfaction. This policy outlines the circumstances under which refunds will not be provided for any services or products offered by us. By purchasing any service or product from mrjma.com, you are agreeing to the terms and conditions set forth in this Refund Policy.

All fees for services provided by us are non-refundable, including but not limited to consultation fees, treatment fees, and fees for medical supplies or devices. Fees for product(s) purchased from us are non-refundable after processed and shipped by the fulfillment pharmacy.

If you need to cancel or reschedule an appointment, please provide at least 24 hours' notice. Failure to provide sufficient notice or not showing up for your appointment will result in the forfeiture of any fees paid for the scheduled service. We will not issue

refunds for cancelled or missed appointments.

We are committed to delivering high-quality products and services to ensure customer satisfaction. However, individual results may vary, and we cannot guarantee specific outcomes. As such, we are unable to provide refunds for dissatisfaction with the results of any service or product.

In the event of a medical emergency or complication, we will make every effort to address and resolve the situation. However, refunds will not be issued in such cases.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

THIRD-PARTY LINKS

Our website might include links to third-party content, websites, products, and services. We are not responsible for, and we undertake no liability, for any third-party materials or websites, or your purchase or use of goods, services, resources, content, or any other transactions made through any third-party links. Please review carefully the third party's policies and practices before you engage in any transaction with them.

CONSENT OF TELEHEALTH SERVICES

Telehealth involves the delivery of healthcare services using electronic communications, information technology or other means between a healthcare provider and a patient who are not in the same physical location. While the provision of health care services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. The telehealth services are not a substitute for in-person health care in all cases. In order to use the Service, you will be required to review and agree to an informed consent regarding the use of telehealth (the "Patient Consent") that will be provided to you by the medical providers of MRJ Medical Associates. You agree that MRJ Medical Associates is a third-party beneficiary of the Patient Consent and has the right to enforce it against you.

In some cases, the Service may not be the most appropriate way for you to provide information to, communicate with or seek medical care and treatment from a healthcare provider. For example, certain medical conditions may require an in-person procedure or a healthcare provider other than your Provider, or your Provider may determine that your diagnosis and/or treatment requires an in-person office visit or are otherwise not appropriately addressed through use of the Service. In such a case, you may receive notification stating that you will be unable to use the Service for the particular issue you submitted and providing additional information regarding next steps.

ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER BEFORE DECIDING TO START, ALTER, OR DISCONTINUE ANY COURSE OF CLINICAL TREATMENT OR THERAPY, OR FOR ANY QUESTIONS REGARDING YOUR MEDICAL CONDITION, YOUR DIET, OR THE USE (OR FREQUENCY) OF ANY MEDICATION OR MEDICAL DEVICE. DO NOT USE THE SERVICE AS A SUBSTITUTE FOR CONSULTING WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER, AND DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF ANY INFORMATION RECEIVED IN CONNECTION WITH OUR SERVICE.

USER REVIEWS, COMMENTS, FEEDBACK, & OTHER SUBMISSIONS

We welcome your reviews, comments, and other communications, photos, videos, and any other content that you submit to us, or through the site, and any content you publish through any social media platform, including your name, reviews, social media handle, accompanying text, and any images, videos, or audio from your social media accounts (e.g. Twitter[™], Instagram[™],

Pinterest[™]), and creative ideas, suggestions, proposals, plans, product reviews, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"). When you submit Comments to us, whether through the site, by email, mail, or phone, on social media, or on third party websites, you grant us a nonexclusive license for use of such Comments. You agree that we may edit, copy, publish, distribute, translate, and otherwise use (in whole or in part, including paraphrased or edited for length) in any medium now known or unknown any Comments that you forward to us. We shall be under no obligation: (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; (3) to respond to any Comments; (4) to use any Comments; or (5) to notify you of the use of any such Comments.

You agree that your Comments will not violate any law or regulation, or the rights of any third party (including copyright, trademark, privacy, personality, or other personal or proprietary right). You further agree that your Comments shall be truthful, honest, and reflect your own opinions, and will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any website. You may not use a false e mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third party. We reserve the right, but have no obligation to, monitor, edit, or remove Comments that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any law, regulation, the rights of us or any third party, or these Terms.

PROTECTED INFORMATION

When you set up an account with MRJ Medical Associates, you are creating a direct customer relationship with MRJ Medical Associates that enables you to access and/or utilize the various functions of the Service as a user. As part of that relationship, you provide information to MRJ Medical Associates, including but not limited to your name, email address, shipping address and phone number, that we may collect, use and disclose in accordance with our Privacy Policy, and that we do not consider to be "health" or "medical" information.

However, in using certain components of the Service, you may also provide certain medical information that may be protected under applicable laws. MRJ Medical Associates is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA"). One or more of the Pharmacies may or may not be a "covered entity" or "business associate" under HIPAA, and MRJ Medical Associates may in some cases be a "business associate" of a Pharmacy or third-party entity. It is important to remember that, while state-specific privacy laws may apply, HIPAA does not necessarily apply to an entity or person simply because there is health information involved, and HIPAA may not apply to your transactions or communications with MRJ Medical Associates, the Pharmacies or third-party entity. To the extent MRJ Medical Associates is deemed a "business associate" however, and solely in its role as a business associate, MRJ Medical Associates, may be subject to certain provisions of HIPAA with respect to "protected health information," as defined under HIPAA, that you provide to us ("PHI"). In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, "Protected Information"), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information does not include information that has been de-identified in accordance with HIPAA.

By accessing or using any part of the Service, you are acknowledging receipt of MRJ Medical Associates Privacy Practices.

PERSONAL INFORMATION

MRJ Medical Associates ("us", "we", or "our") operates the <u>https://www.mrjma.com</u> website (hereinafter referred to as the "Service"). This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from https://www.mrjma.com

Definitions

Service | Service is the http://www.mrjma.com website operated by MRJ Medical Associates

Personal Data | Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data | Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies | Cookies are small files stored on your device (computer or mobile device).

Data Controller | Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

Data Processors (or Service Providers) | Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.

Data Subject (or User) | Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you. California

Residents: Your Rights Under the California Consumer Privacy Act (CCPA)

If you are a resident of California, you have certain data protection rights. MRJ Medical Associates aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed about what Personal Data we hold about you and if you want it to be removed from our systems, please contact us at admin@mrjma.com

In certain circumstances, you have the following data protection rights:

• The right to access, update or delete the information we have on you. You may request this information, for free, every six months. Please contact us if you wish to request deletion of your personal data.

- The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.
- The right to object. You have the right to object to our processing of your Personal Data.
- The right of restriction. You have the right to request that we restrict the processing of your personal information.

• The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

• The right to withdraw consent. You also have the right to withdraw your consent at any time where MRJ Medical Associates relied on your consent to process your personal information.

The types of data we collect and the reasons we use that data are outlined in this document below.

Types of Data Collected

Personal Data | While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send.

Usage Data | We may also collect information on how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking & Cookies Data | We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information. Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

Use of Data

MRJ Medical Associates uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information.

Legal Basis for Processing Personal Data under the General Data Protection Regulation (GDPR)

MRJ Medical Associates may process your Personal Data because:

- We need to perform a service with you
- You have given us permission to do so
- The processing is in our legitimate interests, and it is not overridden by your rights
- For payment processing purposes
- To comply with the law

Retention of Data

MRJ Medical Associates will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.

MRJ Medical Associates will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer periods.

Transfer of Data

Your information, including Personal Data, may be transferred to - and maintained on - computers located outside of your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

MRJ Medical Associates will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are

adequate controls in place including the security of your data and other personal information.

Disclosure of Data Business

Transaction

If MRJ Medical Associates is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, MRJ Medical Associates may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

MRJ Medical Associates may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of MRJ Medical Associates
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Our Policy on "Do Not Track" Signals under the California Online Protection Act (CalOPPA)

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights under the General Data Protection Regulation (GDPR) If you are a resident of the European Economic Area (EEA), you have certain data protection rights. MRJ Medical Associates aims to take reasonable steps to allow you to correct, amend, delete or limit the use of your Personal Data.

In certain circumstances, you have the following data protection rights:

• The right to access, update or delete the information we have on you. If you are unable to perform these actions yourself, please contact us to assist you

• The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.

• The right to object. You have the right to object to our processing of your Personal Data.

• The right of restriction. You have the right to request that we restrict the processing of your personal information.

• The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

• The right to withdraw consent. You also have the right to withdraw your consent at any time where MRJ Medical Associates relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests. You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data.

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js and dc.js) from sharing information with Google Analytics about your activity. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: https://policies.google.com/privacy?hl=en

Behavioral Remarketing

MRJ Medical Associates uses remarketing services to advertise on third party websites to you after you have visited our Service. We and our third-party vendors use cookies to inform, optimize and serve ads based on your past visits to our Service.

Google Ads (AdWords)

Google Ads (AdWords) remarketing service is provided by Google Inc. You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: http://www.google.com/settings/ads Google also recommends installing the Google Analytics Opt-out Browser Add-on https://tools.google.com/dlpage/gaoptout - for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: https://policies.google.com/privacy?hl=en

Facebook

Facebook remarketing service is provided by Facebook Inc. You can learn more about interest-based advertising from Facebook by visiting this page: https://www.facebook.com/help/164968693837950 To opt-out from Facebook's interest-based ads, follow these instructions from Facebook: https://www.facebook.com/help/568137493302217

Facebook adheres to the Self-Regulatory Principles for Online Behavioral Advertising established by the Digital Advertising Alliance. You can also opt-out from Facebook and other participating companies through the Digital Advertising Alliance in the USA. For more information on the privacy practices of Facebook, please visit Facebook's Data Policy: https://www.facebook.com/privacy/explanation.

Pinterest

Pinterest remarketing service is provided by Pinterest Inc. You can opt-out from Pinterest's interest-based ads by enabling the "Do Track" functionality web Not of your browser or by following Pinterest instructions: http://help.pinterest.com/en/articles/personalization-and-data. You can learn more about the privacy practices and policies of Pinterest by visiting their Privacy Policy page: https://about.pinterest.com/en/privacy-policy.

Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors). We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

Square | Their Privacy Policy can be viewed at <u>https://squareup.com/us/en/legal/general/privacy</u> **Authorize.net** | Their Privacy Policy can be viewed at https://www.authorize.net/company/privacy/

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us by email at admin@mrjma.com. ERRORS,

INACCURACIES, AND OMISSIONS

Occasionally, there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We undertake no obligation to update, amend, or clarify information in the Service or on any related website, except as required by law.

PROHIBITED USES

In addition to other prohibitions as set forth in these Terms, you are prohibited from using the site, its content, or any products available on or through the site: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any federal, state, or local regulations, rules, laws, or local ordinances;

(d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information;

(g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. 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 THE SERVICE WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, MRJ MEDICAL ASSOCIATES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BEYOND THOSE ON THE FACE OF THE WEBSITE AND THE PRODUCTS.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO CASE SHALL MRJ MEDICAL ASSOCIATES, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE, SERVICE, OR ANY PRODUCT AVAILABLE THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE

MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TERMINATION

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this Agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination, and/or accordingly may deny you access to our Services (or any part thereof). All provisions of this Agreement which, by their nature, are intended to survive and continue, shall survive despite the termination of this Agreement.

DISPUTE RESOLUTION BY BINDING ARBITRATION AND CLASS ACTION WAIVER

You agree that any dispute, claim, or request for relief relating in any way to your access or use of the site, purchase of any products or services sold or distributed through the site communications between you and MRJ Medical Associates (including telephone calls, emails, text messages, or other communications), any aspect of your relationship with MRJ Medical Associates, or these Terms and Conditions (including the enforceability of this arbitration provision) ("Claims") will be resolved by binding arbitration pursuant to the Federal Arbitration Act, rather than in court, except that you may assert claims or seek relief in small claims court if your claims qualify. You agree that the enforceability of this section will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. sections 1-9 (FAA).

Before either you or we pursue or participate in any Claim against the other party, you or we must notify the other party of the Claim in writing at least 60 days in advance of initiating the arbitration or court proceeding in order to provide a reasonable opportunity to resolve the Claim. You may send a written notice of your Claim to 1601 W Platt Street, Tampa, FL 33606 or email at admin@mrjma.com. We may send written or electronic notice of our Claim to your email address, Account, or any physical or other address we have for you. The notice must describe the Claim in reasonable detail and set forth the relief requested so that the other party has an opportunity to adequately address the Claim. You and we agree to negotiate in good faith with each other to try to informally resolve the Claim and, if you and the Companies do not reach an informal resolution of the Claim within 60 days, then the claim may be submitted to arbitration as set forth below.

Arbitration shall be submitted to the American Arbitration Association (AAA) pursuant to the then-current AAA Consumer Arbitration Rules and the AAA Consumer Due Process Protocol, which you can find here: https://www.adr.org/consumer. All disputes, claims, or requests for relief shall be arbitrated either by telephone, online, or based solely on written submissions, including affidavits, and will not involve any personal appearances by parties or witnesses unless you and we agree otherwise. There is no judge or jury in arbitration, discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited. An arbitrator must follow this Agreement and can award on an individual basis the same damages and relief as a court (including, but not limited to, injunctive and declaratory relief, statutory damages, and attorneys' fees). The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. A form for initiating arbitration proceedings is available on the AAA's website (see "Demand for Arbitration, Consumer Arbitration Rules", under Rules and Forms, Consumer Forms, at https://www.adr.org, but contact the AAA if you have issues locating the form).

You and MRJ Medical Associates will each bear their own costs and attorneys' fees in the event of a dispute, unless otherwise required by AAA rules, provided, however, that the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees to the extent permitted by applicable law or under applicable arbitration rules. The entire dispute, including the scope and enforceability of this arbitration provision and arbitrability of any dispute, shall be determined by the arbitrator. This arbitration provision shall survive the termination of this Agreement. Nothing in this section is intended to limit the relief available to either you as an individual or MRJ Medical Associates in arbitration or small claims court, including equitable relief that an arbitrator may be required to make available by applicable law. Notwithstanding the foregoing, the following shall not be subject to arbitration and may be adjudicated only in the state and federal courts of Tampa, Florida: (i) any dispute, controversy, or claim relating to or contesting the validity of our intellectual property rights and proprietary rights, including without limitation, patents, trademarks, service marks, copyrights, or trade secrets; (ii) an action by us for temporary or preliminary injunctive relief, whether prohibitive or mandatory, or other provisional relief; (iii) any legal action by us against a non-consumer; and (iv) interactions with governmental and regulatory authorities.

OF THIS AGREEMENT MUST BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS OR THROUGH PARTICIPATION IN A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION. CLAIMS OR DISPUTES OF MORE THAN ONE USER CANNOT BE LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. If a decision is issued stating that applicable law precludes enforcement of any of these limitations on class proceedings as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the state or federal courts located in Tampa, Florida.

You shall have thirty (30) days from the earliest of the date that you visit the site, make a purchase, or submit information through the site to opt out of this arbitration provision and class action waiver, by contacting us by email at admin@mrjma.com. If you do not opt out by the earliest of the date that you visit the site, make a purchase, or submit information through the site, then you are not eligible to opt out.

CHANGES TO TERMS AND CONDITIONS

Any new features or tools which are added to the current store/site shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right, at our sole discretion, to update, modify, or replace any part of these Terms, and such changes will become effective upon notice to you via mail, email, or by updating this site. Your continued use of this site shall constitute your acceptance of any modified terms. It is your responsibility to check our site periodically for changes.

NOTICE TO CALIFORNIA RESIDENTS

With respect to any electronic commercial service offered on or through the site, California residents are entitled to the following specific consumer rights information. The provider of the site is: MRJ Medical Associates, 1601 W Platt Street, Tampa, FL 33606 USA.

To file a complaint regarding the site, or to receive further information, send a letter to the attention of "Legal Department" at the above address or contact MRJ Medical Associates via e-mail at admin@mrjma.com (with "California Resident Request" as the Subject Line). You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 916.445.1254 or 800.952.5210.

MISCELLANEOUS

Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms is determined by an arbitrator or court of competent jurisdiction to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

CONTACT US

If you have any questions about this policy, you may contact us at 1601 W Platt Street, Tampa, FL 33606 or contact MRJ Medical Associates via e-mail at admin@mrjma.com.