



## TERMS AND CONDITIONS

**Last updated: [May 14, 2026]**

We are Novyx ("Company," "we," "us," "our"), a Nevada [limited liability company/corporation] with its principal place of business at 400 South Fourth Street, Suite 540, Las Vegas, NV 89101, United States.

We operate the website <https://novyxcare.com> (the "Site") and any other related products and services that refer to or link to these legal terms (the "Legal Terms") (collectively, the "Services").

Novyx is a patient education, consultation, and care coordination company that connects patients with regenerative and restorative medical services. Novyx does not practice medicine or perform medical procedures. All medical services made available through our coordination are performed by an independent partner clinic located at #9580 P.º del Centenario, Tijuana, Baja California 22010, Mexico, by licensed Mexican physicians and medical staff operating under the regulatory authority of Mexican health authorities, including the Comisión Federal para la Protección contra Riesgos Sanitarios (COFEPRIS).

You can contact us by phone at +1 (702) 812-1972, by email at [consultations@novyxcare.com](mailto:consultations@novyxcare.com), or by mail at [Insert Nevada Mailing Address].

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Novyx, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms.

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES, AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms 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 Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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## **1. OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **2. MEDICAL DISCLAIMER AND SCOPE OF SERVICES**

Novyx is a patient education, consultation, and care coordination company. Novyx does not practice medicine, provide medical advice, or perform medical procedures. All medical services described on the Services, including regenerative and stem cell therapies, are performed by an independent partner clinic located in Tijuana, Baja California, Mexico, by licensed Mexican physicians and medical staff. The partner clinic and its providers are not employees, agents, partners, or representatives of Novyx.

Information provided on the Site, in marketing materials, in email and phone communications, and during consultations with Novyx representatives is for educational and informational purposes only. It is not medical advice, does not constitute a diagnosis, and is not a substitute for consultation with a qualified healthcare professional. Always consult your primary care physician before pursuing any medical treatment, including the services discussed here.

Your use of the Services, your submission of any intake form, or your participation in any consultation does not create a physician-patient relationship between you and Novyx. A physician-patient relationship is only established when you are formally accepted as a patient by the licensed medical staff at the partner clinic in Mexico and sign their separate informed consent documentation.

### **3. REGULATORY DISCLOSURE**

You acknowledge and understand the following: regenerative and stem cell therapies offered through our partner clinic in Tijuana, Mexico, have not been evaluated, approved, or cleared by the United States Food and Drug Administration (FDA) for the conditions discussed on the Services. The treatments are not part of an FDA-approved clinical trial and are not available within the United States. By choosing to pursue treatment, you voluntarily travel outside the United States to receive medical services regulated by Mexican health authorities, under the jurisdiction of COFEPRIS, and not subject to FDA oversight.

Nothing on the Services is an offer, solicitation, or representation that stem cell therapy is available, legal, or medically appropriate for any specific condition within the United States. You are responsible for determining whether traveling internationally for medical treatment is appropriate for your personal medical and legal circumstances.

### **4. NO GUARANTEE OF RESULTS**

You acknowledge that medicine is not an exact science and that outcomes of regenerative and stem cell therapy vary significantly from patient to patient. No specific result, improvement, cure, recovery, or benefit is promised or guaranteed by Novyx, the partner clinic, or any of their representatives. Patient testimonials, case studies, before-and-after content, and outcome data presented on the Services represent the individual experiences of specific patients and are not typical or expected results for any other patient. Some testimonials may have been edited for clarity or length. Where applicable, individuals featured have provided written consent for the use of their likenesses and statements.

You agree that you are not relying on any promise, guarantee, or representation of a specific medical outcome in your decision to pursue treatment.

### **5. ASSUMPTION OF RISK**

You voluntarily and knowingly assume all risks associated with:

- International travel to and from Mexico, including travel by air, ground, or border crossing, and including risks related to safety, crime, illness, and travel disruptions;
- Receiving medical treatment in a foreign country with regulatory standards and legal protections that differ from those in the United States;
- The medical risks inherent in regenerative and stem cell therapy, including but not limited to infection, immune reaction, allergic reaction, lack of efficacy, procedural complications, adverse events, and unknown long-term effects;
- Any pre-existing health condition, comorbidity, or medication you have at the time of treatment; and
- Any post-treatment travel, including air travel, while recovering from a medical procedure.

You represent that you are pursuing treatment of your own free will, after independent research and consultation with your own medical providers where appropriate, and that no Novyx representative or partner clinic representative has coerced or pressured you to undergo treatment.

## **6. INDEPENDENT THIRD-PARTY CLINIC RELATIONSHIP**

Novyx is a Nevada-based patient education, consultation, and care coordination company. Novyx does not practice medicine, employ medical providers, or perform medical procedures within or outside the United States.

All medical services made available through Novyx's coordination, including regenerative and stem cell therapies, are performed by an independent partner clinic located in Tijuana, Baja California, Mexico. The partner clinic and its physicians, nurses, technicians, and other medical staff are licensed and regulated under the laws of Mexico and operate independently of Novyx. They are not employees, agents, joint venturers, franchisees, or representatives of Novyx, and Novyx does not own, operate, control, supervise, or direct the partner clinic, its clinical decisions, its medical protocols, or its patient care.

You acknowledge and agree that any claim, demand, or legal action arising from medical services, including but not limited to claims of medical malpractice, medical negligence, lack of informed consent at the point of treatment, infection, complication, adverse event, or unfavorable outcome, must be pursued against the partner clinic and its providers in the appropriate jurisdiction in Mexico under applicable Mexican law. Novyx is not a party to the medical services relationship between you and the partner clinic and is not liable for the acts, omissions, or negligence of the partner clinic or its providers.

Novyx's role is limited to: (a) providing educational and informational content about regenerative medicine; (b) facilitating consultations and intake; (c) coordinating logistics and communication between you and the partner clinic; and (d) supporting your overall patient experience before, during, and after treatment. These services do not constitute the practice of medicine.

## **7. INFORMED CONSENT AT THE PARTNER CLINIC**

Prior to any medical procedure, you will be required to sign a separate informed consent document at the partner clinic. That informed consent will detail the specific procedure, risks, alternatives, expected course of treatment, and post-treatment care. Nothing on the Services or in any pre-treatment communication with Novyx replaces, modifies, or supersedes the clinic-administered informed consent.

You agree that you will carefully read, understand, and ask questions about the informed consent before signing it. You acknowledge that signing the informed consent at the clinic is a separate legal act between you and the treating providers, and that Novyx is not a party to that consent.

## **8. ELIGIBILITY AND MEDICAL SCREENING**

The Services are available only to individuals who are at least eighteen (18) years of age, of legal capacity, and able to enter into binding agreements. All prospective patients are subject to medical screening by the partner clinic, which retains sole discretion to accept or decline any patient based on medical suitability, safety, or any other clinical consideration. Acceptance of a deposit, payment, or initial consultation does not guarantee acceptance as a patient.

Novyx also reserves the right to decline service or refuse to coordinate care for any patient for any lawful reason, including incomplete medical disclosures, payment concerns, or behavior that disrupts the consultation process.

## **9. PATIENT REPRESENTATIONS AND ACCURACY OF MEDICAL INFORMATION**

You represent and warrant that all medical information you provide to Novyx and the partner clinic, including your medical history, current medications, allergies, prior procedures, and current symptoms, is true, accurate, and complete to the best of your knowledge. You agree to promptly update this information if it changes prior to

treatment. You acknowledge that the partner clinic relies on this information to determine treatment suitability and to administer care safely.

You agree that providing false, incomplete, or misleading medical information may result in denial of treatment, additional risks, or harm to you, and that Novyx and the partner clinic are not responsible for outcomes resulting from inaccurate or incomplete patient-supplied information.

## **10. TRAVEL, ACCOMMODATIONS, AND PERSONAL RESPONSIBILITY**

You are solely responsible for arranging your travel to and from Tijuana, Baja California, Mexico, including airfare, ground transportation, lodging, meals, valid passport documentation, any required visas or border crossing documentation, and travel insurance. Unless explicitly included in a written treatment package agreement signed by Novyx, Novyx does not provide travel or accommodation services.

You are responsible for monitoring travel advisories issued by the United States Department of State and for making your own informed judgment about international travel. Novyx is not liable for travel disruptions, border crossing delays, lost or stolen property, illness contracted during travel, or any other travel-related event.

## **11. INTELLECTUAL PROPERTY RIGHTS**

### **Our intellectual property**

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use only.

### **Your use of our Services**

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- Access the Services; and
- Download or print a copy of any portion of the Content to which you have properly gained access,

solely for your personal, non-commercial use.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: [consultations@novyxcare.com](mailto:consultations@novyxcare.com). If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms, and your right to use our Services will terminate immediately.

### **Submissions**

By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You warrant that any such Submission is original to you and does not constitute confidential information.

### **12. USER REPRESENTATIONS**

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the Services for any illegal or unauthorized purpose; and (5) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **13. PURCHASES AND PAYMENT**

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- PayPal
- ACH Payments
- Wire Transfers

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update your account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax and applicable fees will be added to the purchase price as we deem necessary. We may change prices at any time. All payments shall be in US dollars unless otherwise specified in a written treatment agreement.

You agree to pay all charges at the prices then in effect for your purchases and any applicable fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any pricing errors, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, using the same payment method, and/or with the same billing address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

#### **14. REFUNDS AND CANCELLATIONS**

All payments made to Novyx, including deposits and full payments for treatment, are non-refundable except in the two specific circumstances described below.

You may be eligible for a refund only if:

- Novyx is unable to perform or coordinate the contracted services; or
- You are declined as a patient by the partner clinic following medical screening.

If either of the above occurs, Novyx will, at its sole discretion, issue a refund of amounts paid (less any non-refundable third-party processing fees) or offer a treatment credit valid for twelve (12) months. Novyx will determine the form of refund or credit on a case-by-case basis.

Outside of the two circumstances above, no refunds will be issued under any circumstances, including but not limited to: patient-initiated cancellation, patient no-show, failure to travel, withdrawal of consent after services have commenced, dissatisfaction with medical outcomes, change of mind, change in personal circumstances, inability to travel for any reason, or any other reason not expressly listed in this section.

Outcomes of regenerative and stem cell therapy vary and are not guaranteed. Patient dissatisfaction with medical outcomes is not a basis for a refund. The specific refund terms in this section will be reinforced in your written treatment agreement, which you will sign prior to payment.

#### **15. CHARGEBACKS AND PAYMENT DISPUTES**

By making any payment to Novyx, you agree that you will not initiate a credit card chargeback, bank reversal, or payment dispute for any charge that is consistent with the refund policy in effect at the time of payment. You agree to first contact Novyx in writing to attempt to resolve any billing concern before initiating any third-party payment dispute. Novyx will respond in good faith within ten (10) business days.

You acknowledge that initiating a chargeback in violation of this section constitutes a material breach of these Legal Terms. In the event of such a breach, Novyx is entitled to recover the disputed amount, plus reasonable costs, processing fees, and attorneys' fees incurred in responding to the chargeback, and Novyx may report the breach to credit card networks and consumer reporting agencies as permitted by law.

Dissatisfaction with medical outcomes is not a valid basis for a chargeback. Outcomes of regenerative and stem cell therapy vary and are not guaranteed.

#### **16. PROHIBITED ACTIVITIES**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead other users and us, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.

- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming, that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

## 17. TESTIMONIALS

Novyx may display patient testimonials, reviews, before-and-after content, case studies, and other patient stories on the Services. All such content reflects the individual experiences of specific patients. Results are not typical and outcomes vary significantly from patient to patient. Some testimonials may have been edited for clarity or length.

Where you appear in a testimonial, photograph, video, or written statement displayed by Novyx, you confirm that you have provided written consent for the use of your name, likeness, voice, image, and statements in connection with Novyx's marketing, educational, and operational activities, in any media and through any channel, on a royalty-free, perpetual, worldwide basis. You may withdraw consent for future use by written request to [consultations@novyxcare.com](mailto:consultations@novyxcare.com); withdrawal does not require Novyx to remove materials already produced, printed, or distributed prior to the withdrawal.

Novyx does not solicit unsolicited reviews or testimonials and does not host public forums, message boards, blogs, or user-generated comment sections on the Services. If you choose to send testimonial content to Novyx, you represent that the content is your own, accurate, and does not infringe the rights of any third party, and you grant Novyx a non-exclusive, royalty-free, worldwide license to use, reproduce, and display the content in connection with the Services.

## **18. THIRD-PARTY WEBSITES AND CONTENT**

The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **19. SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any content submitted to us by users; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **20. PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy: <https://novyxcare.com/privacy-policy/>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised that the Services are hosted in the United States, and personal information collected may be transferred to Mexico in connection with the coordination of medical services. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States and Mexico, then through your continued use of the Services, you are transferring your data to the United States and Mexico, and you expressly consent to have your data transferred to and processed in the United States and Mexico.

## **21. HEALTH INFORMATION AND CROSS-BORDER DATA TRANSFER**

By submitting health information to Novyx, including your medical history, current symptoms, current medications, diagnostic results, imaging, and any other protected health information, you expressly authorize and consent to the collection, storage, transfer, and processing of that information by Novyx in the United States and to its transfer to and processing by the partner clinic in Mexico for the purpose of evaluating your suitability for treatment, coordinating your care, and supporting your treatment journey.

Novyx treats your health information with administrative, physical, and technical safeguards consistent with the standards required by the United States Health Insurance Portability and Accountability Act of 1996 (HIPAA) and complies with all privacy and data protection laws applicable to its operations.

You acknowledge that the partner clinic operates under Mexican law and that privacy and data protection standards in Mexico differ from those in the United States. Once your health information is transferred to the partner clinic, it is subject to the clinic's own privacy practices and applicable Mexican law, including the Ley Federal de Protección de Datos Personales en Posesión de los Particulares.

Detailed information about how Novyx collects, uses, shares, and protects your information is set forth in our Privacy Policy, which is incorporated into these Legal Terms by reference.

## **22. COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that, pursuant to applicable law, you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

## **23. TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while you use the Services.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, and injunctive redress.

## **24. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## **25. FORCE MAJEURE**

Novyx will not be liable for any delay, suspension, or failure to perform any obligation under these Legal Terms that results from causes beyond its reasonable control. Such causes include but are not limited to acts of God, natural disasters, pandemics, epidemics, public health emergencies, government orders, US or Mexican border closures or restrictions, changes in immigration policy, US Department of State travel advisories or warnings, civil unrest, war, terrorism, labor disputes, supplier or partner clinic interruption, and interruptions in telecommunications, internet, electrical power, or transportation services.

In the event of a force majeure, Novyx will work in good faith to reschedule services to a later date. Where rescheduling is not feasible within a reasonable period, Novyx may, at its sole discretion, treat the event as Novyx being unable to perform the services for purposes of Section 14 (Refunds and Cancellations).

## **26. GOVERNING LAW**

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Nevada applicable to agreements made and to be entirely performed within the State of Nevada, without regard to its conflict of law principles.

## **27. DISPUTE RESOLUTION**

### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration.

YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, by submitting documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable

law, the arbitration will take place in Clark County, Nevada. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If, for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Clark County, Nevada, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Legal Terms.

#### **Limitations Period**

In no event shall any Dispute brought by either Party related to the use of the website or non-medical aspects of the Services be commenced more than two (2) years after the cause of action arose. Claims relating to medical services performed by the partner clinic are subject to the applicable statutes of limitation under Mexican law and the terms of any informed consent or medical services agreement signed at the partner clinic, and are not subject to the limitations period in this section.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

#### **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law: (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

#### **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

#### **28. CORRECTIONS**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

### **29. DISCLAIMER**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE

SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### **30. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NOVYX, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST DATA, PERSONAL INJURY, EMOTIONAL DISTRESS, OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO THE SERVICES, ANY CONSULTATION WITH NOVYX, OR ANY MEDICAL SERVICE COORDINATED THROUGH NOVYX, EVEN IF NOVYX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF NOVYX TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE LEGAL TERMS OR THE SERVICES WILL NOT EXCEED THE TOTAL AMOUNT PAID DIRECTLY BY YOU TO NOVYX IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE THOUSAND UNITED STATES DOLLARS (\$1,000), WHICHEVER IS GREATER.

NOVYX IS NOT LIABLE FOR THE ACTS, OMISSIONS, NEGLIGENCE, OR MEDICAL MALPRACTICE OF ANY INDEPENDENT MEDICAL PROVIDER, CLINIC, HOSPITAL, OR FACILITY, INCLUDING THE PARTNER CLINIC IN TIJUANA, MEXICO.

Certain United States state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If those laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

### **31. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Novyx and its officers, directors, employees, contractors, affiliates, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expert fees, arising out of or related to: (1) your use of the Services; (2) your breach of these Legal Terms; (3) your violation of any applicable law or the rights of any third party; (4) any claim brought by you or by any family member, heir, representative, or assignee on your behalf relating to medical treatment, where the medical treatment was performed by an independent third-party clinic or provider; (5) any false, incomplete, or misleading medical or personal information you provided to Novyx or the partner clinic; or (6) any overt harmful act toward another user.

Novyx reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification, and you agree to cooperate in the defense. We will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

### **32. USER DATA**

We will retain certain data you transmit to the Services for managing the Services' performance, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### **33. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Services, emailing us, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Services, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### **34. SMS TEXT MESSAGING**

#### **Program Description and Consent**

By providing your mobile number to Novyx and opting in to text message communications, you provide your prior express written consent to receive recurring text messages (SMS and MMS) from Novyx and its representatives, including messages sent using automated dialing technology. Messages may include appointment reminders, treatment coordination updates, billing notices, account alerts, responses to inquiries, marketing communications, and special offers.

Consent to receive marketing text messages is not a condition of any purchase or service.



### **Message Frequency and Rates**

Message frequency varies based on your relationship with Novyx. Standard message and data rates may apply and are determined by your wireless carrier and the specifics of your mobile plan. Carriers are not liable for delayed or undelivered messages. If you have any questions about your text plan or data plan, contact your wireless provider.

### **Opting Out**

If at any time you wish to stop receiving SMS messages from us, simply reply to the text with "STOP." You may receive an SMS message confirming your opt-out. After this, you will no longer receive SMS messages from us. If you want to join again, please sign up as you did the first time, and we will resume sending SMS messages to you.

### **Support**

If you have any questions or need assistance regarding our SMS communications, please reply with the keyword HELP. You can also email us at [consultations@novyxcare.com](mailto:consultations@novyxcare.com) or call +1 (702) 812-1972. If you have any questions regarding privacy, please read our Privacy Policy: <https://novyxcare.com/privacy-policy/>.

### **35. CALIFORNIA USERS AND RESIDENTS**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

### **36. MISCELLANEOUS**

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

### **37. CONTACT US**

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

#### **Novyx | Restorative & Regenerative Medicine**

400 South Fourth Street, Suite 540  
Las Vegas, NV 89101  
United States

**Phone:** +1 (702) 812-1972

**Email:** [communications@novyxcare.com](mailto:communications@novyxcare.com)