EVEXIA DIAGNOSTICS CLINICIAN AGREEMENT

The following is the Clinician Agreement and Terms of Use (the "Agreement") between Evexia Diagnostics, Inc., a wholly owned subsidiary of Evexia Holdings, Inc. ("Evexia" or "EDI") and you the client ("Clinician" or "Client" or "You"). This Agreement contains terms and conditions applicable to Clinicians enrolling in Evexia Complete, Evexia Lite, and EvexiaDirect. To the extent a term or condition is not designated as applying specifically to Evexia Complete, Evexia Lite, or EvexiaDirect, it will apply to ALL Clinician/Clients.

CONDITIONS OF BECOMING A CLIENT

1. Clinician agrees to follow all disclosed client terms and conditions, HIPAA requirements, and abide by all state and federal laws as a requirement for remaining a client with Evexia.

2. For licensed clinicians, You will submit a copy of the active state license(s) for the designated, healthcare provider(s) that will be utilizing his/her Evexia Diagnostics account(s). If any change occurs to said license, Clinician shall notify Evexia Diagnostics immediately.

3. All non-licensed Clinicians may use the Evexia Diagnostics Internal Physician Network ("EIPN") to order labs in any state, with the exceptions of NY, NJ, and RI. **A non-refundable physician oversight fee of $5.00 applies to all client bill orders, and a non-refundable fee of $6.00 applies to all EvexiaDirect and Promo Page orders when utilizing this service.**

4. All Clinicians enrolling in Evexia Complete must pay a recurring Annual Client Participation Fee ("ACPF") of $50 per year.

5. There will be a $10.00 collection fee charged for specimens collected at any LabCorp Patient Service Center (PSC). Please note that LabCorp PSCs may only be utilized for collecting specimens which will be tested by LabCorp.

6. Occasionally, the results of a test ordered by a Client may automatically trigger follow-on testing of the same specimen or specimens, otherwise known as "Reflex" or "Cascading" tests. These tests are typically billed directly to Evexia 30-90 days after the original tests are ordered. You hereby agree to be responsible for these Reflex or Cascading tests if these Reflex or Cascading tests are triggered and billed to Evexia.

7. **Clinician will not contact any of Evexia's independent laboratory subcontractors under any circumstances.** These laboratories are contracted by Evexia Diagnostics solely to perform laboratory analysis. All questions and concerns regarding any lab order MUST be directed to the Evexia Diagnostics Client Services team at 888-852-2723 or via email at support@evexiadiagnostics.com.

8. You may terminate your Evexia Diagnostics account at any time by providing written notice via the Termination Form. However, You will remain obligated for all tests ordered and/or performed through Your Evexia Diagnostics account(s).

9. Clinician agrees to return or destroy all unused laboratory requisition forms and test kits, which are the property of Evexia Diagnostics, to Evexia Diagnostics if said clinician decides to terminate his/her account. Clinician also agrees to arrange for the return of any equipment, including, but not limited to, a centrifuge, which is on loan to Clinician.

10. EVEXIA DOES NOT PROVIDE ANY SERVICES OR DO ANY BUSINESS WITH RECIPIENTS OF OR BENEFICIARIES OF MEDICARE, MEDICAID, OR ANY GOVERNMENT HEALTH CARE PROGRAM. YOU EXPRESSLY AGREE NOT TO USE EVEXIA OR ANY EVEXIA SERVICES FOR PATIENTS WHO ARE RECIPIENTS OF MEDICARE OR MEDICAID, NOR WILL YOU PERMIT PATIENTS TO BILL, RECEIVE, COLLECT, OR OTHERWISE SEEK REIMBURSEMENT FROM ANY THIRD-PARTY PAYOR, INCLUDING COMMERCIAL INSURERS AND GOVERNMENTAL HEALTHCARE PROGRAMS SUCH AS MEDICARE AND MEDICAID, FOR SERVICES PROVIDED BY EVEXIA PURSUANT TO THIS AGREEMENT OR ANY AGREEMENT WITH EVEXIA.

11. Most jurisdictions require that health professionals making recommendations to patients on health-related matters have an appropriate license to offer those recommendations. Regulating entities with jurisdiction over health professionals may also require that certain ethical standards be followed. You may also be required to make certain disclosures to patients or be limited in your ability to charge patients more than the manufacturer's suggested retail price (MSRP) for products, including products you order from the Site (as defined below). You agree to act in accordance with all licensing and ethical standards applicable to you as a health professional.

12. You are solely responsible for all of Your compliance obligations. We do not offer any advice about potentially applicable laws or compliance with them. We also do not express any opinions about whether the products or Services (defined below) are appropriate for your patients.

13. To use the Site to place product or Service orders for patients, You must have – and you represent that you do have – appropriate authorization or license from government authorities or regulatory agencies applicable to You and Your practice of medicine (or another healthcare profession). By placing any order through the Site, You certify that You have all necessary and appropriate license to practice and order lab testing in your state or that you are utilizing the Evexia Internal Physician Network ("EIPN") to order lab testing. To confirm this, we may ask You for various information needed to verify your identity and qualifications to provide healthcare services (or order lab testing). This may include requirements for You to provide us with your National Provider Identifier (NPI), a copy of your driver's license, documents confirming your education and training, licenses, or specialty certificates, etc.

14. For products and Services that You obtain via the Site, You may not charge patients more than is permitted under the laws applicable to you and your practice or where the patient resides.

15. You agree that the products and Services Evexia provides to its Clients through the Site, including but not limited to laboratory services, are for the exclusive use of the existing patients of Clients, and may not be re-sold to any third-party. Any reselling or otherwise transferring of Evexia products or Services to persons or entities other than Client's then existing patients is expressly forbidden and cause for immediate suspension and termination of Client's Evexia account.

16. You shall not make any representations, warranties, guarantees, indemnities, commitments, or other similar claims actually, apparently, or ostensibly on behalf of EDI, any lab or product manufacturer or distributor that are inconsistent with these Terms.

17. EDI and its lab suppliers and distributor partners disclaim any and all liability for any statements that You may make regarding the products or Services to patients, including any claims that a product or Service diagnoses or treats specific diseases or conditions that do not explicitly appear on the product label.

BILLING AND PAYMENT TERMS FOR ALL CLIENTS

PAYMENT AUTHORIZATION--**Client acknowledges that by signing this document, Client is authorizing EDI to bill Client's account for any service rendered.** For this reason and for this use, EDI requires Clinicians to maintain a valid credit card or valid U.S. bank account on file with EDI, and that Client be the authorized signer on the account(s) and that EDI is authorized to keep this information on file. EDI requires payment by way of Visa, MasterCard, Discover or

American Express credit cards or via automated ACH bank draft.

This is a legal agreement between the Client and EDI, stating the terms that govern Client's payment obligations to EDI. This Agreement, together with all updates, additional terms, and all of EDI's rules and policies, collectively constitute the payment Agreement between the Client and EDI.

REJECTED PAYMENTS--A chargeback of an authorized credit card charge will be subject to a $75.00 administrative fee. Two or more chargebacks in a twelve-month period may result in the termination a Client's account. In like manner, an unsuccessful ACH draft will be subject to a $75.00 administrative fee. Two or more rejected or unsuccessful ACH drafts in a twelve-month period may result in the termination of a Client's account.

REFUNDS**–**All refunds or requests for refunds will be processed in accordance with the Evexia Refund Policy.

TERMS SPECIFIC TO CLINICIAN/CLIENTS ENROLLING IN EVEXIADIRECT

GENERAL--EvexiaDirect is a payment program provided by EDI to its existing clients as an alternative to EDI's standard client payment agreement. Once a Client's patient(s) register for the Evexia Direct program ("Registered Patients"), they will become party to a separate agreement that governs the relationship between the Registered Patients and EDI under EvexiaDirect. Under EvexiaDirect, a Client's Registered Patients will pay EDI directly for lab tests/panels ordered by the Client, thereby removing the Client from the billing and payment process.

PRICING FOR EDI LAB TEST/PANELS--EDI will charge Registered Patients the published EDI Client Price for all EDI lab tests/panels. EDI will charge the Registered Patient a 3% Program Fee for all transactions.

ADDITIONAL PRODUCTS AND SERVICES LINE ITEMS—Clients may elect to add line items for "Additional Products and Services" to a Registered Patient's EvexiaDirect invoice before said invoice is transmitted to the Registered Patient. The Additional Products and Services can include any product or service for which a Client may charge the Registered Patient under all applicable laws and regulations, but can under no circumstances include any products or services involving or containing CBD or THC.

If charges for Additional Products and Services are added to the EvexiaDirect invoice by a Client, the Registered Patient will be charged the 3% Program Fee on the entire invoice, and Evexia will remit the full amount of the Additional Products and Services to the Client, exclusive of the Program Fee via ACH payment twice weekly on Tuesdays and Thursdays. If either day falls on a bank holiday, then the remission will occur the following Tuesday or Thursday.

If a Registered Patient cancels a service, requests a refund, or initiates a chargeback which affects the Additional Products or Services line item that has already been remitted to the Client, Evexia will draft the Client's account for the full remitted amount inclusive of the 3% Program Fee

PAYMENT AUTHORIZATION--**Client acknowledges that by Enrolling in EvexiaDirect, Client is authorizing EDI to bill Client's account for any service rendered should EDI not be able to realize payment directly from Client's Registered Patient after 15 days of collections activities.**

This is a legal agreement between the Client and EDI, stating the terms that govern Client's payment obligations to EDI. This Agreement, together with all updates, additional terms, and all of EDI's rules and policies, collectively constitute the payment Agreement between the Client and EDI.

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COMPLIANCE WITH STATE AND LOCAL LAW--Client is solely responsible to ensure that the EvexiaDirect program is in full compliance with all applicable state and local laws as well as any professional or organizational rules or regulations. EDI takes no responsibility if Client's participation in the EvexiaDirect program is in violation of any of said laws, rules, or regulations.

REFLEX AND CASCADING TESTS--Certain Lab Corp tests are designated with an asterix (*) on the EvexiaDirect test menu as subject to possible "reflex" or "cascading" tests. Occasionally, the results of these tests may automatically trigger additional testing of the same specimen or specimens, otherwise known as "Reflex" or "Cascading" tests. These tests are typically billed directly to Evexia 30-90 days after the original tests are ordered. As part of their registration, Registered Patients will be required to authorize EDI to bill Registered Patients for these Reflex or Cascading tests up to a maximum amount of $500 if these Reflex or Cascading tests are triggered and billed to Evexia. As with all tests, Client is authorizing EDI to bill Client's account for any Reflex or Cascading tests billed to Evexia on behalf of Client's Registered Patient if EDI is not first able to realize payment directly from Client's Registered Patient after 15 days of collections activities.

REJECTED PAYMENTS--A chargeback of an authorized credit card charge will be subject to a $75.00 administrative fee. Two or more chargebacks in a twelve-month period may result in the termination of a Registered Patient's account. In like manner, a rejection of an authorized ACH draft will be subject to a $75.00 administrative fee. Two or more rejected ACH drafts in a twelve-month period may result in the termination of a Registered Patient's account. Client acknowledges that by signing this document, Client is authorizing EDI to bill the Client's account for any chargeback or rejected ACH draft fees should EDI not be able to realize payment directly from Client's Registered Patient after 15 days of collections activities.

TERMINATION--Client may terminate enrollment in the EvexiaDirect program at any time in writing by using the appropriate Termination Form which can be obtained by calling Client services at 888-852-2723. Client is financially responsible for all services ordered and laboratory tests performed through client's EDI account(s), even though Client has requested termination of said account.

Refunds-All refunds or requests for refunds will be processed in accordance with the Evexia Refund Policy.

TERMS SPECIFIC TO CLINICIANS UTILZING THE EVEXIA INTERNAL PHYSICIAN NETWORK (EIPN)

All Clinicians may use the Evexia Internal Physician Network ("EIPN") to order labs.

EIPN is a service offered by Evexia to its Clients and is not an independent entity or organization. As such, all terms set forth herein that apply to Services provided by Evexia also apply to services ordered through EIPN.

Clinicians utilizing the EIPN service understand and agree that the services provided through EIPN and by the EIPN physicians are strictly limited to facilitating the ordering of laboratory testing through Evexia. EIPN physicians do not provide any additional services, medical or otherwise. As with all Services provided by Evexia, the services provided through EIPN do not, and are not intended to, constitute the provision or practice of Medicine in any Jurisdiction.

Clinician agrees that Evexia is not responsible for the performance or undertaking of any Test, including those ordered through EIPN, nor does it have control over the quality, timing, failure to perform, legality, or any other aspect whatsoever of anyone or any entity performing a Test. Evexia makes no representations about the reliability, timeliness, or accuracy of any Test provided by any third-party performing laboratory or affiliate, whether in public, private, or offline interactions.

Clinician agrees that neither Evexia nor a physician providing services through EIPN is responsible for the medical care provided to any patient. It is the responsibility of the Client to obtain the proper patient authorization(s).

Clinician agrees that neither Evexia nor a physician providing services through EIPN provides any diagnosis or medical treatment. In the event of any "critical" lab results generated by any test ordered through EIPN (as defined by the performing laboratory) Evexia will notify the Client as soon as it is aware of such result and will also contact the Patient or in the case of a minor Patient, the parent or legal guardian of the minor Patient. Outside of and beyond these notifications, neither Evexia nor a physician providing services through EIPN will have any further responsibilities or obligations, and it is the responsibility of the Client and/or the Patient's primary care physician to provide any diagnosis or treatment.

TERMS & CONDITIONS OF USE FOR SITE AND SERVICES

www.EvexiaDiagnostics.com, www.EvexiaDirect.com, and any associated mobile applications (collectively the "Site") is designed to provide clinical laboratory and diagnostic testing services as well as clinician practice management solutions, clinical education services and business solutions services (the "Services").

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING THE SITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES. NOTWITHSTANDING THE FOREGOING, IF YOU USE THIS SITE OR SERVICES, YOU SHALL BE BOUND BY THE TERMS & CONDITIONS OF THIS AGREEMENT.

GENERAL DISCLAIMERS

Evexia is a professional service that provides an online platform enabling the ordering and fulfillment of clinical, diagnostic laboratory testing (each a "Test," and collectively "Tests"). The Tests are ordered through Evexia by Evexia's Clients. This Site and the Evexia Services do not, and are not intended to, constitute the provision or practice of Medicine in any Jurisdiction. Evexia is not responsible for the performance or undertaking of any Test, nor does it have control over the quality, timing, failure to perform, legality, or any other aspect whatsoever of anyone or any entity performing a Test. Evexia makes no representations about the reliability, timeliness, or accuracy of any Test provided by any third-party performing laboratory or affiliate, whether in public, private, or offline interactions.

Evexia is not responsible for the medical care provided to any patient. It is the responsibility of the Client to obtain the proper patient authorization.

Evexia does not provide any diagnosis or treatment, and it is the Client's responsibility to attend to any abnormal value results. In the event of "critical" lab results, as defined by the performing laboratory, Evexia will notify the Client as soon as it is aware of such result. No further action will be taken except in the case of a lab test ordered by a non-licensed clinician, in which case Evexia will also contact the patient or in the case of a minor patient, the parent of the patient.

Evexia reserves the right to change the pricing and/or availability of any product or service identified on the Site.

Evexia may at its sole discretion change, add, or delete portions of this Agreement at any time on a going-forward basis. It is the Client's responsibility to check this Agreement for changes prior to use of the Site or Services, and in any event Your continued use of the Site or Services following the posting of changes to this Agreement constitutes Your acceptance of any changes. Evexia will notify You of any such material changes by posting notice of the changes on the Site, and/or, in its sole discretion, by email. Certain services available through the Site may have their own terms and conditions that apply to Your use of those services. This Agreement does not alter in any way the terms or conditions of any of those other written or online terms and conditions or agreements You may have or will have with any subsidiary of Evexia Holdings, Inc. To the extent that there is any conflict between this Agreement and any other agreement pertaining to specific services or products provided by Evexia or its subsidiaries (a "Separate Agreement"), the terms of the Separate Agreement will govern.

1. RESPONSIBILITIES OF CLIENTS. You promise that all information you provide to Evexia is true, accurate, current, and complete, and You agree to maintain and promptly update such information to keep it true, accurate, current and complete. If Evexia has reasonable grounds to suspect that such information is not true, accurate, current or complete, Evexia may deny or terminate Your access to the Site or Services (or any portion thereof).

Certain Services are only available to Clients who are required to set up an account prior to accessing such Services ("Account"). Clients who set up an account are hereinafter referred to as "Registered Clients". When You set up an Account, You are required to enter Your name, email address, telephone number, facsimile number, active licensing information and certain other information collected by Evexia. You may not transfer or share Your Password or Account (collectively, the "Account Information") with anyone.

You are solely responsible for maintaining the confidentiality of Your Account Information, and You are fully responsible for all activities that occur under Your Password and/or Account. You agree to immediately notify Evexia of any unauthorized use of Your Account Information or any other breach of security. You are solely responsible for the usage of Your Account.

Without limiting any rights, which Evexia may otherwise have, Evexia reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and Your Account, including without limitation the termination of Your Account, changing Your Password, or requesting additional information to authorize transactions on Your Account.

Notwithstanding the above, Evexia may rely on the authority of anyone accessing Your Account or using Your Password and in no event and under no circumstances shall Evexia be held liable to You for any liabilities or damages resulting from or arising out of (i) any action or inaction of Evexia under this provision, (ii) any

compromise of the confidentiality of Your Account or Password, and (iii) any unauthorized access of Your Account or use of Your Password. You may not use anyone else's Account at any time.

2. ACCESS RIGHTS. Evexia hereby grants to You a limited, non-exclusive, nontransferable access right to access the Site and use the Services solely for Your use and only as permitted under this Agreement and any Separate Agreements You may have entered into with Evexia ("Access Rights").

You agree that You will not and will not attempt to: (a) interfere in any manner with the operation of the Services or Site, or the hardware and network used to operate the Services or Site; (b) distribute, sell, lease, rent, sublicense, assign, export, or transfer in any other manner any of the rights granted to You under this Agreement or otherwise use the Services or Site for the benefit of a third party or to operate a service bureau; (c) modify, copy or make derivative works based on any part of the Services, the Site or any underlying software, technology or other information, including any printed materials of the same; (d) create Internet "links" to or from the Services or Site, or "frame" or "mirror" any of Evexia's content which forms part of the Services or Site; or (e) otherwise use the Services or Site in any manner that exceeds the scope of use granted above.

Any use of third-party software provided in connection with the Site or Services will be governed by such third parties' licenses and not by this Agreement. You agree to be responsible for any act or omission of any users that access the Site or Services under Your Account or using Your Password that, if undertaken by You, would be a violation of this Agreement, and that such act or omission shall be deemed a violation of this Agreement by You. Evexia reserves the right, in its sole discretion, to deny use of the Site or Services to anyone for any reason.

3. CLIENT RESPONSIBILITIES AND ACCEPTABLE USE OF THE SITE AND SERVICE. You agree not to use the Site or Services to: (a) violate any local, state, national or international law;

(b) stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity; or(e) interfere with or disrupt the Site or Services or servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or Services, use of the Site or Services or access to the Site or Services for any purposes other than for which the Site or Services are being provided to You. You may not reverse engineer, disassemble, decompile, or translate any components of the Site or Services, attempt to derive the source code of any components of the Site or Services, or authorize or assist any third party to do any of the foregoing. Without the written consent of Evexia, You may not (i) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (SPAM); (ii) use any high volume, automated, or electronic means to access the Services (including without limitation robots, spiders or scripts); or (iii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages.

Use of the Site requires that You comply with certain acceptable use policies Evexia may establish from time-to-time. As part of Your responsibilities as a Visitor or a Registered Client of the Site, You agree that You will not: (a) use the Site or any Service in a manner that is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive; (b) infringe someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights; (c) use the Site or any Service for unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, letters relating to a pyramid scheme or any other unsolicited commercial or non-commercial communication; (d) interfere with others using the Site; (e) use the Site in any manner that uploads or otherwise spreads any software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment; (f) disrupt, interfere or inhibit any other user from enjoying the Site or other affiliated or linked websites, material, contents, products and/or services; (g) use any robot, spider, or other such programmatic or automatic device, inducing but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site and/or Services; (h) create a false identity for the purpose of misleading others; (i) prepare, compile, use, download or otherwise copy any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party; (j) attempt to disable, bypass, modify, defeat or otherwise circumvent any security related tools incorporated into the Services and/or the Site; (k) reproduce, duplicate, copy, sell, or exploit for any commercial purposes, any portion of the Site or access to the Site; or (l) systematically collect or use any content from the Site or Service, including through the use of any data mining, or similar data gathering and extraction methods.

4. CHILDREN AND MINORS. Children and Minors are not eligible to utilize the Site or the Services, unless Evexia has in its possession a signed Minor Consent Agreement executed by a legal parent or guardian on-file for each lab requisition that is generated. If Evexia later obtains actual knowledge that a user is under 18 years old, and Evexia does not have a signed Minor Consent Agreement in its possession for the laboratory testing being ordered or performed, Evexia will take steps to remove that user's personal information from its databases and contact the responsible Client. Possible disciplinary action may include the termination of the Client account(s). By using the Site, You represent that You are at least 18 years old.

5. MODIFICATIONS TO AGREEMENT. Evexia may change the Agreement from time to time. If You object to any such changes, Your sole recourse will be to cease using the Site and/or Services. Continued use of the Site and/or Services following notice of any such changes will indicate Your acknowledgement of such changes and agreement to be bound by the revised Agreement, inclusive of such changes. Such notice may be comprised of an email to Your registered email address, or a notice posted at the Site.

6. DISCONTINUATION OF OR MODIFICATIONS TO THE SITE OR SERVICES. Evexia reserves the right to modify or discontinue the Site or Services with or without notice to You. Evexia will not be liable to You, or any third party should Evexia exercise its right to modify or discontinue the Site or Services. If You object to any such changes, Your sole recourse will be to cease using the Site or Services. Continued use of the Site or Services following notice of any such changes will indicate Your acknowledgement of such changes and satisfaction with the Site or Services as so modified.

7. PRIVACY. As part of the login and registration process, You will be asked to provide certain personal information to Evexia. All uses of Your personal information will be treated in accordance with, (a) if You are a Registered Client, the terms of the Separate Agreements You executed with Evexia, or (b) if You are a Visitor, Evexia's Privacy Policy which is incorporated by this reference into this Agreement. If You use the Site and/or Services, You are accepting the terms and conditions of our Privacy Policy. If You do not agree to have Your information used in any of the ways described in the Privacy Policy, You must discontinue use of the Site and/or the Services. The security of Your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, Evexia will take reasonable steps to help ensure the safety of Your personally identifying information. However, You understand and agree that such steps do not guarantee that the Site is invulnerable to all security breaches, and that Evexia makes no warranty, guarantee, or representation that use of any of Evexia's Sites is protected from viruses, security threats or other vulnerabilities.

8. ACCURACY OF INFORMATION. Evexia does not warrant that any information, pictures or graphic depictions, descriptions or other content of the Site are accurate, complete, reliable, updated, current, or error-free. You agree to notify Evexia immediately if You become aware of any errors or inconsistencies in the information or content provided through the Site and comply with any corrective action taken by Evexia.

9. THIRD PARTY CONTENT, PRODUCTS AND SERVICES. Parties other than Evexia may offer and provide products and services on or through the Site. With the exception of Evexia-branded content, products and services, Evexia does not warrant the offerings of any of these businesses or individuals or the content of their websites. Evexia does not assume any responsibility or liability for the actions, product(s), and content of these and any other third parties. You should carefully review the privacy statements and other conditions of use of these third parties.

10. LINKS. Evexia's provision of a link to any other website or location is for Your convenience and does not represent an endorsement of such other site or location or its contents. Evexia has no control over, does not review, and cannot be responsible for, these outside websites or their content. Access any NON-EVEXIA OWNED websites linked to the Site at Your own risk. When leaving the Site, You should carefully review the applicable terms and policies, including privacy and data gathering practices, of that third-party website. EVEXIA WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY WEBSITE NOT OWNED AND OPERATED BY EVEXIA HOLDINGS, INC., THE INTERNET LOCATION, OR SOURCE OF INFORMATION, NOR WILL EVEXIA BE LIABLE FOR YOUR USE OF SUCH INFORMATION, SOFTWARE OR LINKS, NOR FOR THE ACTS OR OMISSIONS OF ANY SUCH WEBSITES OR THEIR RESPECTIVE OPERATORS.

11. OWNERSHIP. The software, code, proprietary methods and systems used to provide the Site or Services ("the "Technology") and the content of the Site and Services (the "Content") are (1) copyrighted by Evexia and/or its licensors under United States and international copyright laws, (2) subject to other intellectual property and proprietary rights and laws, and (3) owned by Evexia or its licensors. Neither Evexia's Content nor its Technology may be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without Evexia's prior written permission and the prior written permission of its applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Evexia's Content or its Technology and You may not remove or alter any such notice, information or restriction. Your use of Evexia's Content and Technology must at all times comply with these System Rules and any additional restrictions in any Separate Agreement You may have entered into with Evexia. Nothing in

this Agreement grants You any right to receive delivery of a copy of Evexia's Technology or to obtain access to its Technology except as generally and ordinarily permitted through the Site according to this Agreement.

12. TERMINATION. You may cancel Your Account and end Your registration at any time and for any reason by filling out and faxing a Client Termination Form. Evexia may terminate Your use of the Site, Your Account and/or registration for any reason at any time. You understand that termination of Your agreement with Evexia pursuant to this Agreement and Your Account will not entitle You to any refund and may involve deletion of Your information from Evexia's live databases as well as any content that You uploaded to the Site using such Account. YOU AGREE THAT EVEXIA WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES OR DELETION OF YOUR ACCOUNT OR CONTENT UPLOADED BY YOU.

YOUR SEPARATE AGREEMENT MAY CONTAIN DIFFERENT TERMINATION PROVISIONS FOR A GIVEN SERVICE. IN SUCH CASES THE TERMINATION PROVISIONS WITHIN THE SEPARATE AGREEMENT FOR SPECIFIC SERVICES SHALL GOVERN THE TERMINATION OF THOSE SERVICES.

13. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SITE OR SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EVEXIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. EVEXIA MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES EVEXIA MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICES, OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF SUCH MATERIAL AND/OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EVEXIA OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

14. LIMITATION OF LIABILITY. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EVEXIA OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH

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You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or Services, or these Terms & Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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