

By using and/or purchasing the Pulsed Electromagnetic Field (PEMF) Cellular Exercise system (the **"System"**) from Pulse PEMF (**"PULSE"**), the undersigned confirms that they meet the standards set forth below and agrees to the terms set forth below and the Standard Terms and

Conditions laid out in this document.

This acceptance includes an obligation to arbitrate all claims and disputes as provided herein, including any claims for injury, and a submission to jurisdiction as set forth herein. This is a binding legal obligation.

**The system is designed to promote and support overall wellness and the body's natural abilities. All uses of the System will be only to serve those purposes.**

### Do NOT use if:

- User has an **implanted electronic device** including but not limited to a pacemaker, defibrillator, cochlear hearing device, spinal stimulator, glucose monitor, or insulin pump
- User has an **implanted magnetic device** including those deemed **"unsafe for MRI"** and those manufactured from **ferromagnetic materials**
- User is **pregnant**
- User is **actively bleeding or hemorrhaging** outside of normal menstrual bleeding
- User has **blood clots** and has not been cleared by a physician
- User is the recipient of an **organ transplant**
- Human or Animal User has **injuries or concerns of injuries** that have not yet been evaluated by a licensed healthcare provider or veterinarian.
- Animal User has **colic** (Consult a practicing veterinarian to decide whether it is appropriate to proceed)

Initials: \_\_\_\_\_

**If you are unsure whether PEMF is right for you or your animal(s), consult with your licensed healthcare provider(s) or licensed practicing veterinarian(s).**

### Before beginning a PEMF Session, Users should:

- Remove metal, electronic, and battery-operated devices, keys, wallets, cards with magnetic strips such as credit cards and hotel keys, jewelry, and hearing aids.
- Be aware that metal implants may be sensitive to electromagnetic stimulation and may need to be pulsed at lower strengths.

### During a PEMF Session, Users should:

- Suspend the session and consult a licensed healthcare provider if they begin to experience natural reactions that include but are not limited to nausea, headache,

- fatigue, muscle soreness, increased menstrual flow, or any uncomfortable sensations.
- Seek veterinary attention if Animal users experience muscle soreness, stiffness of gait, changes in fecal output, hives or skin changes, or mood/behavioral changes.

**See terms on the next page. The undersigned agrees to the terms and conditions set forth in this document. I have carefully read this document and fully understand its contents. I AM AWARE THAT THIS IS A CONTRACT BETWEEN MYSELF, PULSE, REJUUV AND CONTAINS AN ASSUMPTION OF RISK AND A RELEASE OF LIABILITY FOR MYSELF AND MY PROPERTY, INCLUDING ANIMAL USERS, AND I SIGN IT OF MY OWN FREE WILL. By signing this release, I certify that I am eighteen (18) years of age or older or have delivered the consent of my parent(s) or guardian to REJUUV.**

<b>Executed By (Signature):</b>	<b>Address:</b>
<b>Name (Printed):</b>	<b>Email:</b>
<b>Date:</b>	<b>Phone Number:</b>

<b>Animal Users (Name and Species)</b>

<b>Healthcare Provider or Veterinarian Information</b>
<b>Name:</b>
<b>Phone Number:</b>

## AGREEMENT, ACKNOWLEDGMENT, AND ACCEPTANCE OF TERMS OF USE

### Standard Terms and Conditions for All Users

By signing this Agreement, Acknowledgment, and Acceptance of Terms of Use document, the person being bound ("I" or "me" or "my") hereby requests one or more Pulsed Electromagnetic Field Cellular Exercise sessions with the PULSE system (the "System").

I Agree to this Demonstration/Purchase. I understand that the System produces electromagnetic field energy, which passes freely through human or animal tissue. The FDA has not evaluated the System. It is not intended for the diagnosis, treatment, or cure of any medical condition. The System is not a medical device and neither PULSE, REJUUV nor its affiliates and customers can make any claims that the System can affect medical conditions. As a user of a PULSE system, I agree to be cautious in any experimental area and will notify the demonstrator or operator of the System of any discomfort. As an owner or operator of a System, I agree to complete complimentary online training on the System before using it on myself or other humans or animals, and when operating the system, to check for any signs of discomfort and adjust the System operation accordingly, including the option of stopping the session I will not take any actions that could endanger my health or safety or that of any other person.

I Understand My Obligations. I understand that the System only operates as described in written material approved by PULSE and will not rely on any oral statements from any demonstrator, who may have unverified information based on personal experience. Such statements are for discussion and educational purposes only. I agree to abide by all restrictions and obligations of PULSE and REJUUV, including those set forth herein. I will fully comply with the restrictions and obligations contained herein, and all policies applicable to me, and will interpret my obligations hereunder broadly, in order to protect PULSE and REJUUV. I agree to execute binding documents to this effect upon request. I acknowledge that the opportunity to experience the System is sufficient consideration for my agreement to these terms.

General Release. I understand that there may be other unforeseeable risks associated with a pulsed electromagnetic field cellular exercise session and that the demonstrator, the manufacturer, the marketer, employees, agents, and affiliates cannot accept any liability for loss or damages incurred as the result of the System session. IN NO EVENT SHALL PULSE or REJUUV BE LIABLE FOR ANY INJURY, LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM. ALL DAMAGES SHALL BE LIMITED TO THE PRICE PAID FOR THE SYSTEM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

I have read this form, and I voluntarily agree to the System session on my person or animal users mentioned above assuming all liability for any and all results or consequences. I hereby indemnify, release, and hold harmless, and agree to defend, PULSE, REJUUV and their affiliated companies, and their employees, agents, or affiliates of any of them.

(the "Released Parties") from any and all loss and liability or claims of loss or any statutory duties or duties of care arising from or in connection with my use of the system, at any time now or in the future, except to the extent arising from gross negligence or willful misconduct, but even then all claims shall be determined by arbitration as set forth below. Should medical treatment become necessary for any reason, including as a result of an emergency, I hereby release and forever discharge the Released Parties from any claim whatsoever that arises or may arise on account of any first aid, treatment, or medical service, including the lack or timing of same.

Publicity Release. I understand that in demonstration situations, the use of the technology on myself or animal users listed may be observed by cameras. I agree to be photographed, videoed, or recorded by PULSE, REJUUV or their employees, users, or agents, and agree that PULSE and REJUUV can use such photographs, videos, or recordings and license such use to others who can use these rights ("Recordings"). This grant of rights to my likeness will be interpreted broadly to include all digital and similar forms of photographic capture. I hereby grant to REJUUV and its successors, assigns, and licensees a worldwide, royalty-free, perpetual, irrevocable, and transferable license and permission to use my name, likeness, biographical data, photographs, images, and/or voice as captured. This license includes, without limitation, the right to use, reproduce, make derivative works of, distribute, transmit, publicly display, and publicly perform the Recordings for publicity, advertising, research, educational, promotional, commercial, or any other purposes, and to sublicense all such rights, in any language, manner, and media now known or hereafter developed, alone or in combination with other works. I irrevocably assign to PULSE and REJUUV in perpetuity all right, title, and interest in and to the Recordings, including all copyrights in the Recordings. I understand that the Recordings may be distributed commercially by PULSE and REJUUV. I agree that the rights I grant hereby shall include any derivative rights or moral rights. I agree that this license shall be worldwide and perpetual.

Confidentiality. I will keep the terms of this agreement confidential except to the extent I am authorized by PULSE, REJUUV or their authorized representative to disclose it.

Dispute Resolution. This Agreement shall be governed by Georgia law, without regard to conflict of law provisions. The parties may agree to the mediation of any dispute. In the event of any dispute related to this license or my activities in connection herewith that is not resolved by mediation or negotiation within five business days of notice, this dispute shall be resolved exclusively by a single arbitrator under the Streamlined Arbitration Rules and Procedures of JAMS in Cobb County, Georgia. The arbitration shall be supervised by JAMS, and the arbitrator shall have the right to determine his or her own competence. I agree to submit to the federal and state courts in Cobb County, Georgia for enforcement of an arbitration or any arbitral award. Any arbitration award shall be maintained as confidential information.