



Terms of Use

The following terms and conditions govern all use of the CRYOFLOAT360.COM website (the "Website") and all content, services and products sold by CRYOFLOAT360 LLC, (taken together, "CRYOFLOAT360 Services"). Services are owned and operated by CRYOFLOAT360 LLC. Services are offered subject to the acceptance by a user of the Services (the "User", or "you") without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, [CRYOFLOAT360's Privacy Policy](#) and procedures that may be published from time to time on this Website by CRYOFLOAT360(collectively, the "Agreement").

Please read this Agreement carefully before accessing or using CRYOFLOAT360 Services. By accessing or using any part of the website or downloading any CRYOFLOAT360 App, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by CRYOFLOAT360, acceptance is expressly limited to these terms. CRYOFLOAT360 Services are available only to individuals who are at least 13 years old.

- 1. Risk of Use; No Medical Advice.** You acknowledge and agree that CRYOFLOAT360 does not provide medical advice or medical treatment. You undertake to use and CRYOFLOAT360 Services under the appropriate advice of a Licensed Physician or Health Care Provider. CRYOFLOAT360 is not a licensed Health Care Provider.
- 2. Payment and Renewal.**
 - **General Terms.** CRYOFLOAT360 provides services according to a published price list. By scheduling an appointment with us, you agree to pay the published or agreed-upon price for that service. Cancellation or refund is available only according to the published [Cancellation and Refunds Policy](#).
 - **Automatic Renewal.** If you purchase a Membership with a specified subscription term, unless you notify CRYOFLOAT360 before the end of the applicable subscription period that you want to cancel that Membership, your Membership subscription will automatically renew, and you authorize us to collect the then-applicable annual or monthly subscription fee for such Membership (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Membership benefits will continue for the full duration of the paid non-refunded term. Memberships can be canceled at any time by contacting info@cryofloat360.com
- 3. Intellectual Property.** This Agreement does not transfer from CRYOFLOAT360 to you any CRYOFLOAT360 or third-party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with CRYOFLOAT360 LLC, the CRYOFLOAT360 logo, and all other trademarks, service marks, graphics and logos used in connection with CRYOFLOAT360 Services are trademarks or registered trademarks of CRYOFLOAT360 or CRYOFLOAT360 licensors. Other trademarks, service marks, graphics and logos used in connection with CRYOFLOAT360 Services may be the trademarks of other third parties. Your use of CRYOCRYOFLOAT360 Services grants you no right or license to reproduce or otherwise use any CRYOFLOAT360 or third-party trademarks.
- 4. Changes.** CRYOFLOAT360 reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the CRYOFLOAT360 Services following the posting of any changes to

this Agreement constitutes acceptance of those changes. CRYOFLOAT360 may also, in the future, add new services and/or features to CRYOFLOAT360 Services (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

5. **Termination.** CRYOFLOAT360 may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your CRYOFLOAT360 account (if you have one), you may simply discontinue using CRYOFLOAT360 Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
6. **Disclaimer of Warranties.** CRYOFLOAT360 Services are provided “as is”. CRYOFLOAT360 and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither CRYOFLOAT360 nor its suppliers and licensors, makes any warranty that CRYOFLOAT360 Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
7. **Limitation of Liability.** In no event will CRYOFLOAT360, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to CRYOFLOAT360 under this agreement during the twelve (12) month period prior to the cause of action. CRYOFLOAT360 shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
8. **General Representation and Warranty.** You represent and warrant that (i) your use of CRYOFLOAT360 Services will be in strict accordance with the CRYOFLOAT360 Privacy Policy, with this Agreement and with all applicable laws and regulations
9. (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of CRYOFLOAT360 Services will not infringe or misappropriate the intellectual property rights of any third party.
10. **Indemnification.** You agree to indemnify and hold harmless CRYOFLOAT360, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of CRYOFLOAT360 Services, including but not limited to your violation of this Agreement.
11. **Miscellaneous.** This Agreement constitutes the entire agreement between CRYOFLOAT360 and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized member of CRYOFLOAT360 LLC, or by the posting by CRYOFLOAT360 of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Bakersfield Kern County, California. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Bakersfield, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining

portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; CRYOFLOAT360 may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.