

TERMS OF USE

Last updated 4/18/2017

1. **BINDING EFFECT.** This is a binding agreement. By using the application service located at DR1224.com (the “Site”) or any services provided in connection with the application service (the “Service”), you agree to abide by these Terms of Use, as they may be amended by Neopeutics, Inc. (“Company”) from time to time in its sole discretion. Company will post a notice on the Site and Service any time these Terms of Use have been changed or otherwise updated. Company will also send notice of the updated Terms of Use to you to the email address registered with the Site and Service. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. **YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.**

2. **PRIVACY POLICY.** Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company’s current privacy policy can be found by clicking [here](#). Company’s privacy policy is expressly incorporated into this Agreement by this reference.

When you are required to open an account to use or access the Site or Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately on any unauthorized use of your account, user name, or password. Company shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else’s use of your account or password.

SERVICES. Company provides a platform to allow users of the platform to share health and wellness information. DR1224 is a content rich and strategic wellness essentials hub which aims to bring all stakeholders/players within health/wellness space together within a single platform. The idea is to utilize the power of social media, technological advancement, and globalization in redefining the approaches towards health and wellness awareness, education, and practices. The DR1224 site allows the health and wellness articles and tips to be posted including links to video around the internet. Users can comment on the articles and indicate if they like the article.

The DR1224 Site’s Wellness Essentials section features articles uploaded by both company and individual profiles. These users fill in the article providing a title,

description, and category) and provide an image to go along with their article. Company shall not do professional background verification of users who post articles in the Wellness Essentials section. These articles can be of the form of tips/opinions which pertain to health in some way (mental health, diet/nutrition, and exercise). Users can add comments and their likes.

The DR1224 Site provides the News and Event section to provide news feeds related to health and wellness. The news feeds are links to other health and wellness related web sites and are not endorsed or promoted by the Company. Further, any health and wellness related events filtered using the user's GPS location, and any events posted on the Site are not affiliated with the Company.

Featured Products & Services section of DR1224 Site features products uploaded by company users (and occasionally products uploaded by the Company). The products shown on this section cannot be purchased through the Site (and must be purchased through a third party website). Company is showcasing the products and informing the users of its properties (as described in the featured product).

Any product advertising including those products provided in Featured Products and Services section on the Site will be certified for authenticity of the product content by the Company before being placed on the website. Any ratings for the products listed in the Site are provided by the users of the Site and not provided by the Company. The Company does not endorse any products within the Site. High ratings for the products does not mean that Company endorses such products.

Science & Wellness section of DR1224 Site provides content focused mainly on scientifically based information and research. Company may ask users for professional background verification before posting articles on this page. Company requests the users in the Science and Wellness section to provide their credentials and educational background so that articles posted are written by users who have the scientific background/knowledge. Company shall verify the professional background of each submitter in the Science & Wellness section. Company does not endorse nor is liable for the articles written in the Science & Wellness section. Any user can post comments within the Science & Wellness section.

Media section of DR1224 Site allows users to submit any content they would like. There is no professional background verification requirement in the Media section. In addition, this is the only section in the Site where users can submit video links (all videos are submitted as hyperlinks directly from YouTube or other video platforms). Users cannot upload videos directly to the DR1224 website.

3. THE SITE DOES NOT PROVIDE MEDICAL ADVICE

The contents of the DR1224 Site, such as text, graphics, images, information obtained from Company's licensors, and other material contained on the DR1224 Site ("Content") are for informational purposes only. *The Content is not intended to be a substitute for*

professional medical advice. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the DR1224 Site!

4. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

5. User Submissions

The personal information you submit to DR1224 is governed by the DR1224 Privacy Policy (<https://dr1224.com/termsCondition/DR1224-Privacy-Policy.pdf>). To the extent there is an inconsistency between this Agreement and the DR1224 Privacy Policy, this Agreement shall govern.

The Site allows users to upload articles, comments, and likes. Any user who has registered with the Site will be allowed to submit articles and comments (except for the "Science & Wellness" section, which has a special professional background verification requirement for the article submitter).

The Site contains functionality that allows users to upload content to the Site. You agree that you will not upload or transmit any communications or content of any type to the Site that infringe or violate any rights of any party. By submitting communications or content to the Site, you agree that such submission is non-confidential for all purposes.

If you make any such submission you agree that you will not send or transmit to Company by email, (including through the email addresses listed on the "Contact Us" page) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Company by email, you agree such submission is non-confidential for all purposes.

If you make any submission to a Site or if you submit any business information, idea, concept or invention to the Company by email, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted the Company a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and

display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Company may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Site or to Company by email. We try to answer every email in a timely manner, but are not always able to do so.

Any user who makes a submission within the “Science & Wellness” section of the website shall be vetted by the Company before allowing to submit their content. Company shall vet the identity of the submitter as well as the professional appropriate level of experience. Within the “Science & Wellness” section, Company shall request that the article submitter provide his / her title / profession along with qualification and education level. Once Company validates the article submitter’s background, the submitter is allowed to submit articles within this section. Nevertheless, DR1224 shall not be liable for any content submitted to Science & Wellness section.

You grant the Company a license to use the materials you post to the Site or Service. By posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content (“User Content”) to the Site or Service, you are granting Company, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the Internet business of the Company, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. You agree that Company may publish or otherwise disclose your name in connection with your User Content. By posting User Content on the Site or Service, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

6. User Submissions — Image, Video

DR1224 provides linking of video content in the Media section of the Site—all other sections do not allow users to link video. DR1224 does not support uploading of video within the platform. However, DR1224 does allow you to link video from YouTube or other platform supporting video uploads. You agree to only post or upload Media (such as photos and linked video) that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos of celebrities and cartoon or comic images are usually copyrighted by the owner.

To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information (such as name, phone number, email address or web site URL) of you or of anyone else. Uploading media such as images of other people without their permission is strictly prohibited.

By uploading any media on the DR1224 site, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.

It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions, and the Privacy Policy.

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.

By uploading any media such a photo, (a) you grant to the Company a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes Company to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify Company and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these the terms described in this document.

Company reserves the right to review all media submitted to the Site and to remove any media for any reason, at any time, without prior notice, at our sole discretion.

7. **INAPPROPRIATE CONTENT.** You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

8. **COMPANY'S PROPRIETARY RIGHTS.** You acknowledge and agree that the Company Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the Services

or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by the Company or the applicable licensor (such as an advertiser), you agree not to modify, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services, such Content, in whole or in part.

9. **COPYRIGHT INFRINGEMENT.** Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent at:

Neopeutics, Inc.
info@dr1224.com

10. **ALLEGED VIOLATIONS.** Company reserves the right to terminate your use of the Service and/or the Site. To ensure that Company provides a high quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

11. NO WARRANTIES. *COMPANY HEREBY DISCLAIMS ALL WARRANTIES.* COMPANY IS MAKING THE SITE AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

12. LIMITED LIABILITY. *COMPANY’S LIABILITY TO YOU IS LIMITED.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

13. AFFILIATED SITES. Company has no control over, and no liability for any third party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

14. PROHIBITED USES. Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of

submitting a virus to the Site or Service, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;” (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

15. INDEMNITY. You agree to indemnify the Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. The Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

16. LIMITATION ON DAMAGES. In no event will the Company have any liability to you in excess of actual compensatory damages. You irrevocably waive any claim to consequential, punitive or exemplary damages.

17. COPYRIGHT. All contents of Site or Service are: Copyright © 2017 Company, Neopeutics, Inc. All rights reserved.

18. GOVERNING LAW. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in San Mateo County, California, USA in all disputes arising out of or related to the use of the Site or Service.

19. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

20. NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

21. DISPUTE RESOLUTION. Any claim or controversy arising out of or relating to

the use of the Websites or application services, to the goods or services provided by Company, or to any acts or omissions for which you may contend Company is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA") dated September 15, 2005. The location of the arbitration shall be reasonably convenient to the consumer. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the parties shall agree on an arbitrator mutually agreeable to both parties. Should the AAA decline to accept a matter submitted for individual (non-class) arbitration under these Terms of Use, the parties shall jointly select another arbitrator. In the event the parties are unable to agree on a neutral arbitrator, the claimant may file suit in any court of competent jurisdiction solely for the purpose of requesting the appointment of an arbitrator for individual (non-class) arbitration, as provided for in Section 5 of the Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefor.

Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND COMPANY WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, and the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using Company's goods, facilities and services, you consent to these restrictions.

22. **MODIFICATIONS.** Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

23. **ACKNOWLEDGEMENT.** BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE

AND AGREE TO BE BOUND BY THEM.