

TERMS OF USE

The Lice Clinics of America® OneCure™ Clinic-Proven Lice Treatment including the OneCure™ Heated-Air Device, OneCure™ Single-Use Tips, Liquid Gel Applicator, Liquid Gel and Metal Lice Comb (together, the “heated air lice device kit”) is governed by the terms of use contained herein between you, the user (“you”), and Larada Sciences, Inc., d.b.a. Lice Clinics of America (“Lice Clinics of America”).

These terms of use may also be accessed at www.liceclinicsofamerica.com/terms-of-use. **PLEASE READ THESE TERMS OF USE BEFORE OPERATING YOUR HEATED AIR LICE DEVICE KIT AND KEEP THEM FOR FUTURE REFERENCE. BY USING THIS HEATED AIR LICE DEVICE KIT, YOU ACCEPT AND AGREE TO THESE TERMS OF USE.**

Return of Product

If you are an original purchaser of the heated air lice device kit and you do not agree with these terms of use, then prior to use of the heated air lice device kit, you may return the heated air lice device kit for a full refund to the retailer that sold you the heated air lice device kit or to Lice Clinics of America. If you are a secondary owner (i.e., you did not purchase from a retailer or Lice Clinics of America), then you may only return the heated air lice device kit to the person from whom you obtained the heated air lice device kit. Pursuant to the above conditions, original purchaser may return a heated air lice device kit to Lice Clinics of America by contacting customer service for instructions at (800) 251-9340.

Permissible Uses

You are permitted to use the heated air lice device kit only in accordance with applicable law, in accordance with the Safety & Use Instructions, in an unmodified form, and for the non-commercial purpose of treating head lice at your home. **All other uses are prohibited.**

No Commercial Use

The heated air lice device kit is not intended for commercial use. In these terms of use “commercial use” means receiving direct or indirect payment (except for reimbursement of the actual cost of a OneCure™ Single-Use Tip) related to the treatment of lice using the heated air lice device kit on a person or using the lice device kit outside of your home. **You are expressly prohibited from using the heated air lice device kit for commercial use.** To learn more about how you may seek professional treatment for the removal of lice, please visit www.liceclinicsofamerica.com.

No Reuse of OneCure™ Single-Use Tips

The OneCure™ Heated-Air Device is FDA cleared for using a tip one time and only when the OneCure™ Single-Use Tips are used with the OneCure™ Heated Air Lice

Device. Because the OneCure™ Heated-Air Device is cleared only for using a tip one time, we have included technology to automatically shut off the OneCure™ Heated Air Lice Device after forty-five (45) minutes in a session. **You are expressly prohibited from: using a OneCure™ Single-Use Tip for more than one session (including multiple uses on the same person); using the OneCure™ Single-Use Tip with a device other than the OneCure™ Heated Air Lice Device; using the Heated Air Lice Device with a tip other than the OneCure™ Single-Use Tip; or circumventing our technology which limits use in this manner.**

Prohibition on Resale or Transfer

Unless prohibited by applicable law or expressly authorized in writing by Lice Clinics of America, you may not resell, otherwise transfer, or lend the heated air lice device kit to a secondary owner or user (excluding returns to retailers). If, notwithstanding this prohibition, you nonetheless attempt or purport to resell, otherwise transfer, or lend the heated air lice device kit to a secondary owner or user, because Lice Clinics of America cannot be certain that the heated air lice device kit includes all original products to effectively and safely treat the removal of lice upon resale, Lice Clinics of America will only warrant the heated air lice device to original purchasers (only as set forth herein). If, notwithstanding this prohibition, you resell, otherwise transfer, or lend your heated air lice device kit to a secondary owner or user (excluding returns to retailers), you must inform such secondary owner or user of these terms of use and that the warranty is non-transferrable, and ensure that such secondary owner or user accepts and agrees to these terms of use. If such secondary owner or user does not agree to these terms of use, you agree to accept the return of the heated air lice device kit from such secondary owner or user .

Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of Lice Clinics of America or its respective suppliers relating to the heated air lice device kit, including but not limited to, accessories, parts, or software relating thereto (the “device system”), is proprietary to Lice Clinics of America and protected under federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship. **YOU MAY NOT INFRINGE OR OTHERWISE VIOLATE THE RIGHTS SECURED BY THE INTELLECTUAL PROPERTY.** Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from source code from any software in the heated air lice device kit. The software portions of the heated air lice

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device kit are licensed and not sold to you. Subject to your compliance with these terms of use, Lice Clinics of America grants you a nonexclusive, worldwide license to use the Intellectual Property in the device system only as expressly stated herein. **Except as expressly granted herein, no title to ownership of the Intellectual Property is transferred to you and no implied license to the Intellectual Property is granted to you through your purchase or use of the heated air lice device kit.**

Copyright Notice

The heated air lice device kit includes copyrighted materials that are protected under 17 U.S.C. §101, *et seq.* You are licensed to use and access the copyrighted materials within the OneCure™ Heated Air Lice Device and the OneCure™ Single-Use Tips only as expressly stated herein. **You may not use or access the copyrighted materials within the OneCure™ Heated Air Lice Device and the OneCure™ Single-Use Tips for any other purposes. If you attempt to gain unauthorized access to the copyrighted materials, including by circumventing any technological measure, you will be in violation of these terms of use and the Digital Millennium Copyright Act, 17 U.S.C. §1201.**

90 Day Limited Warranty

The heated air lice device kit is covered under a limited warranty. If you are not satisfied with this product, Larada Sciences will refund your purchase price when contacted at the number below within 90 days of purchase. You will be required to return the heated air lice device kit to receive your refund. For returns, please call (800) 251-9340. This Limited Warranty is the sole and exclusive warranty for your heated air lice device kit and is the only warranty, written or oral, for your heated air lice device kit.

Disclaimer of Warranties

EXCEPT AS SET FORTH IN THE EXPRESS LIMITED WARRANTY ABOVE, NEITHER LICE CLINICS OF AMERICA NOR SELLER MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THIS HEATED AIR LICE DEVICE KIT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE DEVICE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE; THE DESIGN, CONDITION OR QUALITY OF THE HEATED AIR LICE DEVICE KIT; THE PERFORMANCE OF THE HEATED AIR LICE DEVICE KIT; THE WORKMANSHIP OF THE HEATED AIR LICE DEVICE KIT OR THE COMPONENTS CONTAINED THEREIN; OR COMPLIANCE OF THE HEATED AIR LICE DEVICE KIT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO. NOTHING CONTAINED IN THE

SAFETY AND USER INSTRUCTIONS SHALL BE CONSTRUED TO CREATE AN EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE HEATED AIR LICE DEVICE KIT. LICE CLINICS OF AMERICA AND SELLER DISCLAIM OR EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

This disclaimer of implied warranties may be limited or ineffective if you are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties is limited to the earlier of either the applicable statute of limitation or repose, and in no case will any implied warranty extend beyond the 90 day term of the express Limited Warranty for the heated air lice device kit.

No person or agent on behalf of Lice Clinics of America or seller, or any customer is authorized in any way to modify, limit or expand in any manner the foregoing exclusive 90 Day Limited Warranty or Disclaimer of Warranties.

Limitation of Liability

LICE CLINICS OF AMERICA AND SELLER SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS) RESULTING FROM THE PURCHASE OR USE OF THE HEATED AIR LICE DEVICE KIT OR FROM YOUR BREACH OF THESE TERMS OF USE.

Limitation of Remedy

YOUR (OR A SUBSEQUENT OWNER'S OR USER'S) EXCLUSIVE REMEDY AND THE SOLE LIABILITY OF LICE CLINICS OF AMERICA AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE OR USE OF THE HEATED AIR LICE DEVICE KIT SHALL NOT EXCEED THE TOTAL PURCHASE PRICE PAID FOR THE HEATED AIR LICE DEVICE KIT. If Lice Clinics of America or seller provides you a refund of the purchase price of your heated air lice device kit, then you and/or user agree that this limitation of remedy shall not have failed of its essential purpose.

You acknowledge and agree that limiting any potential recovery to the purchase price of your heated air lice device kit is reflected in the purchase price of the product, and without this limitation the purchase price of your heated air lice device kit would be significantly higher.

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No person or agent on behalf of Lice Clinics of America or seller, or any customer is authorized in any way to modify, limit or expand in any manner the foregoing Limitation of Liability and Limitation of Remedy.

Governing Law

These terms of use shall be governed in accordance with the laws of the State of Illinois, exclusive of conflicts of laws provisions.

Arbitration

Except as qualified below, any dispute between you and Lice Clinics of America arising under, out of, in connection with or in relation to these terms of use, the heated air lice device kit itself or the use of the heated air lice device kit shall be submitted to binding arbitration under the authority of the Federal Arbitration Act and shall be arbitrated in accordance with the then current rules and procedures and under the auspices of the American Arbitration Association. Any arbitration shall be on an individual basis and not consolidated with any other proceeding. The arbitration shall take place in Salt Lake City, Utah. The decision of the arbitrators shall be final and binding on all parties to the dispute; however, the arbitrators may not, under any circumstances assess punitive or exemplary damages. A judgement may be entered upon the arbitration award by any state or federal court in Utah.

Injunctive Relief

Notwithstanding the Arbitration provision above, you recognize that your failure to comply with these terms of use will cause irreparable damage to Lice Clinics of America. Therefore, it is mutually agreed that in the event of your breach or threatened breach of any terms of these terms of use, Lice Clinics of America shall forthwith be entitled to an injunction from a court of competent jurisdiction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. The foregoing equitable remedies shall be in addition to, and not in lieu of, all other remedies or rights which the parties might otherwise have by virtue of any breach of these terms of use by you.

Attorneys' Fees

Lice Clinics of America shall be entitled to recover its reasonable attorneys' fees and costs if it is the prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to these terms of use, the heated air lice device kit itself, or the use of the heated air lice device kit.

Severability

If any term of these terms of use are to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Waiver

No failure or delay of Lice Clinics of America to exercise any rights or remedies under these terms of use shall operate as a waiver thereof, nor shall any single or partial exercise of the same or other rights or remedies preclude any further or other exercise of the same rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.

No Modifications

By purchasing or using the product covered by this Limited Warranty, you agree that you are not relying on any statements made by anyone, written or oral, that are contrary or in addition to this Limited Warranty. This Limited Warranty may only be modified by written agreement signed by a duly authorized representative of Lice Clinics of America.

Other Terms

These terms of use incorporate the terms and conditions within the **Safety & User Instructions** provided to you separately with your heated air lice device kit. You may also access the Safety & User Instructions at www.liceclinicsofamerica.com.