

Luxe Mobile IV Legal Policy

1. Introduction

Welcome to Luxe Mobile IV, a premier provider of mobile intravenous (IV) therapy services and telehealth consultations. We are committed to offering high-quality care directly to your home, office, or wherever you may need us. Our mission is to enhance your health and well-being in the most convenient way possible.

Our services include, but are not limited to, IV therapy, in-house medical consultations, and telehealth services which are facilitated through digital platforms. We also provide the ability for our healthcare providers to prescribe medication based on the needs of the patient, following a thorough consultation with a doctor.

This legal policy applies to all users of our website, services, and platforms. By accessing or using our website or services, you are acknowledging that you have read, understood, and agree to be legally bound by these terms. These terms govern your access to and use of our services, and constitute a binding legal agreement between you and Luxe Mobile IV.

Please read this policy carefully before using our website or services. If you do not agree with these terms, you are not permitted to use our website or services.

The use of our services is not intended for individuals under the age of 18. By using our services, you represent and warrant that you are at least 18 years old and are fully able and competent to enter into the terms, conditions, obligations, representations, and warranties set forth in this policy.

2. User Eligibility

Access to and use of the services provided by Luxe Mobile IV is intended for individuals who are at least 18 years of age. If you are under the age of 18, you are not permitted to use our services. By accessing or using our services, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements.

Our services are currently available to residents of the state of Texas. Users residing outside of Texas are advised to refrain from using our services unless expressly stated otherwise by Luxe Mobile IV. By using our services, you represent and warrant that you reside in an area where our services are legally provided.

In addition, users are required to provide accurate and up-to-date personal and health information. Any use of our services based on false, incomplete, or outdated information is strictly prohibited and may result in immediate termination of services and/or legal action.

3. Privacy Policy

At Luxe Mobile IV, we respect your privacy and are committed to protecting your personal information. This Privacy Policy describes how we collect, use, disclose, store, and protect your information when you use our website and services.

Information We Collect

We collect information from you in several ways, including:

- **Directly From You:** This may include personal information that you provide us when signing up for our services, scheduling an appointment, or contacting us. Such information may include your name, email address, physical address, phone number, and health information.
- **Automatically Through Our Website:** We use cookies and similar tracking technologies to collect certain information when you visit our website. This may include information about your device, browsing actions, and patterns, such as your IP address, browser type, operating system, referring/exit pages, clickstream data, and other usage data.

Use of Your Information

We use the information we collect to provide, maintain, and improve our services, as well as to communicate with you and personalize your experience with our services.

Protection of Your Information

We implement a variety of security measures to maintain the safety of your personal information. However, no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

Disclosure of Your Information

We do not sell, trade, or rent your personal information to third parties. We may share your information with third-party service providers to perform certain functions on our behalf, such as processing payments or sending emails. All such third parties are obligated to maintain the confidentiality of your information and are not permitted to use your personal information for any other purpose.

Your Rights

You may have certain rights under applicable data protection laws, including the right to access, correct, update, or delete your personal information. If you wish to exercise these rights, please contact us using the contact information provided in this policy.

Changes to This Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. You are advised to review this Privacy Policy periodically for any changes.

4. Terms of Service

The following terms and conditions (the "Terms") govern all use of our website and all content, services, and products available at or through the website.

Acceptance of Terms

By using our website and services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our website or services.

Use of the Site

You are responsible for all activity on your account, including all purchases made by you or anyone you allow to use your account. You agree to use our website and services for lawful purposes only.

Prohibited Conduct

You agree not to use our website or services in any way that:

- Violates any law or regulation;
- Infringes the rights of any third party, including without limitation, intellectual property, privacy, or contractual rights;
- Is fraudulent, false, misleading, or deceptive;
- Attempts to interfere with or disrupt our website or services.

Termination

We may terminate or suspend your access to our services at any time, without prior notice, for any reason, including, without limitation, if we believe that you have violated these Terms.

Disclaimer of Warranties

Our services are provided "as is" without warranty of any kind, either express or implied. We do not warrant that our services will be uninterrupted, error-free, or completely secure.

Limitation of Liability

To the fullest extent permitted by law, in no event will Luxe Mobile IV be liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of or inability to use our services.

Changes to the Terms

We may modify these Terms at any time by posting a revised version on our website. The revised Terms will become effective immediately upon posting.

5. Service Description

At Luxe Mobile IV, we are dedicated to providing high-quality healthcare services tailored to meet your individual needs. Our services include, but are not limited to, the following:

Mobile IV Therapy Services

Our mobile IV therapy services are designed to deliver vitamins, minerals, and other essential nutrients directly into your bloodstream. Our team of healthcare professionals will administer these treatments in the comfort of your chosen location, such as your home or office.

In-House and Telehealth Consultations

We offer both in-house and telehealth consultations to provide healthcare services that fit your lifestyle. Our team of licensed physicians can evaluate your health, diagnose illnesses, provide treatment plans, and prescribe medication as needed.

Our telehealth services allow you to receive medical consultations from the comfort of your home through secure video conferencing. This service is designed to provide convenient access to medical care without the need for travel or waiting rooms.

Prescription Services

Based on the results of your consultation, our healthcare professionals may prescribe medication to address your healthcare needs.

Please note that our services are not intended to replace emergency medical care. If you are experiencing a medical emergency, please call 911 or your local emergency services immediately.

These services are subject to availability and may be changed, suspended, or discontinued at our sole discretion, at any time, without prior notice.

6. Telemedicine Consent

Telemedicine involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. This may include the use of interactive audio, video, and/or data communications.

By using the telehealth services provided by Luxe Mobile IV, you acknowledge and consent to the following:

Nature of Telemedicine: You understand that telemedicine is a way to receive healthcare services from a healthcare provider without in-person contact. This can include consultation, diagnosis, treatment, and prescription of medications, as well as monitoring of your condition.

Benefits and Risks: You understand that there are benefits and risks associated with telemedicine. Benefits can include easier and more timely access to care, while risks can include the services being affected by technical problems, and the possibility that the healthcare provider may determine that the condition being diagnosed or treated is not suitable for telemedicine.

No Guarantees: You understand that no results can be guaranteed or assured. Your healthcare provider will determine whether or not the condition being diagnosed and/or treated is appropriate for a telehealth encounter.

Confidentiality: You understand that the same confidentiality protections apply to telemedicine as apply to in-person healthcare services.

Technology: You understand that you are responsible for providing the necessary computer, telecommunications equipment, and internet access for your telemedicine consultations.

Emergency Situations: You understand that telemedicine services are not intended for emergency situations. In the event of an emergency, you will go to the nearest emergency room or call 911.

7. Payment Terms

When you use Luxe Mobile IV's services, you agree to the following payment terms:

Pricing: The cost of our services will be as stated on our website at the time you submit your order. All prices are in United States dollars.

Payment Methods: We accept various forms of payment, including credit and debit cards. You represent and warrant that you have the legal right to use any payment method(s) that you provide to us.

Billing: When you make a purchase, you authorize us and our third-party payment processors to charge the credit card or other payment method you provide.

Refunds and Cancellations: All sales are final and no refunds will be issued. However, if you are not satisfied with our services, please contact us and we will work with you to resolve your concerns.

Changes to Pricing or Payment Terms: We reserve the right to change our pricing and payment terms at any time. We will notify you in advance of such changes by posting a notice on our website or sending you an email.

By making a purchase, you agree to pay all charges at the prices then in effect for your purchase in accordance with the applicable payment terms, and you authorize us to charge your chosen payment provider.

8. Disclaimer

The information and services provided by Luxe Mobile IV are intended to support, not replace, the relationship that exists between a patient/site visitor and his/her existing physician.

Our website and services do not constitute the practice of any medical, nursing, or other professional healthcare advice, diagnosis, or treatment. The information provided on this site is designed to support, not replace, the relationship that exists between a patient/site visitor and his/her existing physician.

We cannot guarantee that the information provided on our website is accurate, complete, or up-to-date. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with a physician or other healthcare professional.

To the fullest extent permitted by law, Luxe Mobile IV disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

In no event shall Luxe Mobile IV or its employees, agents, or representatives be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use our website or services, whether based on warranty, contract, tort, or any other legal theory, and whether or not we are advised of the possibility of such damages.

9. Intellectual Property Rights

All content and services available on Luxe Mobile IV's website, including but not limited to text, graphics, logos, button icons, images, audio clips, data compilations, and software, and the compilation thereof (collectively, the "Content") are the property of Luxe Mobile IV, our affiliates, partners, or licensors, and are protected by United States and international copyright laws.

The trademarks, logos, and service marks displayed on the website (collectively, the "Trademarks") are the registered and unregistered marks of Luxe Mobile IV, our affiliates, partners, or licensors, in the United States and other countries, and are protected by United States and international trademark laws.

Except as set forth in the limited license in the section below, or as required under applicable law, neither the Content, the Trademarks, nor any other portion of the website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

Limited License

We grant you a limited, revocable, non-transferable, and non-exclusive license to access and make personal use of the website. You understand and agree that you will not download (other

than page caching) or modify the website, or any portion of it, except with express written consent from Luxe Mobile IV.

10. User Conduct

By accessing or using our website and services, you agree to act responsibly, exercise good judgment, and comply with our policies. You are also required to respect the rights and dignity of others. In particular, you agree not to:

- Use the website or services for any illegal or unauthorized purpose, or engage in, encourage, or promote any illegal activity, or any activity that violates these terms;
- Infringe or violate the rights of others, including privacy, publicity, intellectual property, or other proprietary rights;
- Post, share, or transmit any content that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person as determined by us in our sole discretion;
- Post, share, or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation;
- Post, share, or transmit any content 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 hardware or telecommunications equipment;
- Violate any applicable laws or regulations, or encourage or promote any illegal activity.

We reserve the right, in our sole discretion, to deny you access to and use of our services, to delete or disable content, and to take any other action that we believe necessary to preserve the integrity and security of our services and information.

11. Governing Law

These Terms of Service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of the state of Texas, United States, without regard to its conflict of law provisions.

You agree that any legal action or proceeding related to this website (and any services, sales, or related transactions) shall be brought exclusively in the federal or state courts of Texas. You hereby agree and submit to the exercise of personal jurisdiction of these courts for the purpose of litigating any such action.

12. Changes to the Policy

Luxe Mobile IV reserves the right, at our sole discretion, to update, change, or replace any part of these terms and policies by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or services following the posting of any changes to these terms and policies constitutes acceptance of those changes.

We may, but have no obligation to, provide you with other forms of notice such as email notifications or other means prior to the changes becoming effective. However, it is ultimately your responsibility to periodically review this policy for any changes.

13. Contact Information

If you have any questions or concerns about these terms or our services, please contact us:

Email: luxemobileiv@gmail.com

Phone: (832) 977-1855

Mailing Address: 806 Leavenworth Ave, Houston, TX 77008

We endeavor to respond to all inquiries within a reasonable time frame, and we appreciate your patience as we work to address your concerns to the best of our ability.