

TERMS AND CONDITIONS OF USE

These Terms and Conditions (“Terms and Conditions”) set forth the legally binding agreement by which you may access and use the various services offered through the DiabetesMD, PLLC website (“Website”). Use of any part of the Website constitutes your acceptance of these Terms and Conditions and the Web Privacy Policy. For reference, "you" and "your" refer to the individual or entity that wishes to use this Website.

PLEASE READ THIS AGREEMENT CAREFULLY IN ITS ENTIRETY BEFORE USING THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE WEBSITE. THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT DIABESITYMD, PLLC’S LIABILITY TO YOU. BY USING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THE PROVISIONS, DISCLOSURES, AND DISCLAIMERS SET FORTH IN THIS AGREEMENT ARE FAIR AND REASONABLE, AND YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THIS AGREEMENT IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS, OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY. Your use of this Website is granted by DiabetesMD, PLLC ("DiabetesMD" or “DiabetesMD, PLLC”). DiabetesMD, PLLC reserves all ownership and intellectual property rights in and to the Website.

I. MEDICAL ADVICE DISCLAIMER

The content of this Website, including, without limitation, text, copy, audio, video, photographs, illustrations, graphics, and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind. You should always seek the advice of qualified health care professionals with any questions or concerns you may have regarding your individual information, needs, and any medical conditions. Reliance on any information appearing on this Website, whether provided by your health care providers, website content providers, DiabetesMD, PLLC employees or medical staff, visitors to the Website, or others, is solely at your own risk. Never disregard medical advice or delay seeking it because of something you have read on this website. **If you are experiencing a medical emergency, you should not rely on the information on this website and should seek appropriate emergency medical assistance, such as dialing “911.”**

II. LICENSE TO USE THIS WEBSITE AND CONTENT OWNERSHIP

1. General. DiabetesMD grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use this Website for the sole purposes of obtaining information about and access to DiabetesMD products and services. All rights, title, and interest in and to the Website, including its content, and all intellectual property rights, including all copyright, trademark, patent, and trade secret rights therein shall remain

with DiabetesityMD and no ownership interest is transferred to you or any other entity by virtue of making the content available on the website, granting the foregoing license, or entering into this Agreement.

2. Feedback or Other Communications. In the event you choose to provide DiabetesityMD with any feedback, suggestions, or similar communications, all such messages (collectively, “Feedback Messages”) will be considered non-personal, non-confidential (except for personal information as described in our Privacy Policies) and nonproprietary. You hereby grant DiabetesityMD a perpetual, sublicensable, assignable, unrestricted, worldwide, royalty-free, irrevocable license to use, reproduce, display, perform, practice, modify, create derivative or collective works, transmit and distribute your Feedback Messages, in whole or in part, and including all intellectual property rights therein.

3. Upgrades and Other Modifications. The terms of the Agreement will govern any software upgrades, updates, and enhancements provided by DiabetesityMD that replace and/or supplement the original Website, unless such upgrades, updates, and enhancements are accompanied by a separate license in which case the terms of that license will govern. Nothing in this paragraph creates an obligation for DiabetesityMD to prepare or provide any upgrades to the Product.

4. Limitations on Use of This Website. You further agree not to use the Website to do the following:

a. Transmit, access, or communicate any data that you do not have the right to transmit or communicate under applicable law, including the Health Insurance Portability and Accountability Act of 1996 as modified by the Health Information Technology for Economic and Clinical Health act and all related rules, regulations, and related laws and acts (collectively, “HIPAA”), under similar more stringent state laws, or under a contractual or fiduciary relationship;

b. Misrepresent your identity or provide DiabetesityMD with any false information in any information-collection portion of this Website;

c. Access or attempt to access any portion of this Website to which you have not been explicitly granted access;

d. Infringe any patent, trademark, trade secret, copyright or other proprietary rights of any party;

e. Transmit or communicate any data that contains software viruses or any other computer code, files, or programs designed, intended, or likely to interrupt, destroy, or limit the software functionality of any computer software or hardware or any telecommunications equipment;

f. Interfere with or disrupt or circumvent the Website;

g. Intentionally or unintentionally violate any applicable local, state, national, or international law, including laws related to securities exchange and any regulations, requirements, procedures, or policies in force from time to time relating to the Website;

h. Transmit or communicate any data that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

i. Directly or indirectly authorize anyone else to take actions prohibited in this Agreement; or

j. Use the Website while driving.

5. Trademark. Trademarks, service marks, graphics, and logos used in connection with the Website are the trademarks of DiabetesityMD, PLLC. You are not granted any right or license with respect to any of the trademarks mentioned in this Agreement and any use of such trademarks.

6. Copyright Infringement. DiabetesityMD requires all Website users to comply with copyright law. As a condition to use the Website, you agree that you must not use the Website to infringe upon the intellectual property or other rights of DiabetesityMD or of others in any way. The unauthorized reproduction, distribution, modification, public display, communication to the public or public performance of copyrighted works is an infringement of copyright. You are entirely responsible for your conduct and for ensuring that it complies with all applicable copyright and data-protection laws. In the event you fail to comply with laws regarding copyrights or other intellectual property rights, data protection and privacy, you may be exposed to civil and criminal liability, including possible fines and jail time.

III. POSTING MESSAGES, COMMENTS, OR CONTENT

1. Limitations on Content Posting. Certain portions of this Website may be configured to permit users to post messages, comments, or other content. Any such content is only the opinion of the poster, is no substitute for your own research, and should not be relied upon for any purpose. You agree not to post any content:

a. which is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or

b. the transmission of which could violate, or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

2. Responsibility for Messages, Comments, or Content. You are solely responsible for the content of any postings you submit and DiabetesMD assumes no responsibility or liability for any content submitted by you or any other website visitor. DiabetesMD may, but is not obligated to, restrict or remove any and all content from a message that DiabetesMD determines in their sole discretion violates these Terms or is otherwise harmful to DiabetesMD, PLLC, DiabetesMD's customers, or any third party. DiabetesMD reserves the right to remove the content you provide at any time, but you understand that DiabetesMD may preserve and access a backup copy, and DiabetesMD may disclose the content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is required by law or in the best interests of DiabetesMD.

3. Non-Commercial Purposes. Any content you submit is for non-commercial use only. Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy with regard to any content you submit. Never assume that you are anonymous and cannot be identified by your posts.

4. Use and Reproduction of Content. If you do post content or submit material, and unless we indicate otherwise, you grant DiabetesMD a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant DiabetesMD and any of its sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify DiabetesMD or its affiliates for all claims resulting from content you supply.

5. CONSENT TO USE OF DATA

You agree that DiabetesMD, PLLC may collect, store, process, maintain, upload, sync, transmit, share, disclose and use certain data and information, including but not limited to information or data regarding the characteristics or usage of the Website as well as personal information, user location data and user content (collectively "User Data") to facilitate the provision, authentication, performance optimization or improvement, updates, support, and other services for DiabetesMD, PLLC products or services, including the Website. BY USING THIS WEBSITE, YOU EXPRESSLY CONSENT TO THE FOREGOING COLLECTION, STORAGE, PROCESSING, MAINTENANCE, UPLOADING, SYNCING, TRANSMITTING, SHARING, OR DISCLOSURE OF USER DATA.

6. TERMINATION

This license is effective until terminated by you or DiabetesMD, PLLC. DiabetesMD may, in its sole discretion and without prior notice, terminate your access to the Website for violations of this Agreement or other agreements or guidelines, which may be associated with your use of the Website, or if DiabetesMD deems it necessary in its sole discretion. Your rights under this Agreement will terminate automatically without notice from DiabetesMD if you fail to comply with any term(s) of this Agreement. Upon termination of this Agreement, you shall cease all use of the Website.

7. **SERVICES; THIRD PARTY MATERIALS**

1. Assumption of Risk. The Website may enable access to DiabetesMD and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that you accept additional terms of service. You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that the DiabetesMD shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

2. Third Party Materials. Certain Services available through the Website may display, include or make available content, data, information, applications or materials from third parties ("Third-Party Materials") or provide links to certain third-party web sites. By using the Services, you acknowledge and agree that DiabetesMD is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. DiabetesMD does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Services, Third-Party Materials or websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you. Neither DiabetesMD nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of any information or data displayed by any Services or any Third-Party Materials.

3. Proprietary and Confidential Information. You agree that the Website and any associated products or services may contain confidential or proprietary content, information and material ("Content") that is protected by applicable intellectual property and other laws, including, but not limited to, copyright, and that you will not use such Content in any way whatsoever except for permitted use of the Website or associated products or services. No portion of the Content may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Content, in

any manner, and you shall not exploit the Content in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity. You further agree not to use the Content in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that DiabesityMD, PLLC is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Content. You agree to comply with any applicable third-party terms of agreement when using the Website, e.g., you must not be in violation of a wireless data service agreement when using the Website.

4. Indemnification. In the event of any third-party claim that the Website or your possession and use of the Website infringes that third party's intellectual property rights, DiabesityMD, PLLC will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim as described herein. Provided that you have used the Website in accordance with the terms of this Agreement and you promptly notify DiabesityMD, PLLC of any claim against you of the type described below, DiabesityMD, PLLC agrees to defend or settle, and to indemnify and to hold you harmless from, any such claim brought against you to the extent that: (1) it is a claim of infringement of any patent, copyright, or trademark, in each case enforceable in the United States; (2) it is based on the use of the Website in the form supplied to you by DiabesityMD, PLLC; and (3) it is not based on the use of the Website in combination with other hardware or software except to the extent the use of the Website alone would constitute an infringement or misappropriation. You will promptly notify DiabesityMD, PLLC in writing of the claim, promptly provide DiabesityMD, PLLC with the information reasonably required for the defense of the same, and grant to DiabesityMD, PLLC exclusive control over its defense and settlement. DiabesityMD, PLLC may at its sole option and expense: (i) procure the right for you to continue to use the Website; (ii) modify or replace the Website or such portion thereof as DiabesityMD, PLLC deems appropriate; or (iii) terminate your license to the Website and refund any fees you paid for use of the Website. This section states the entire liability and obligation of DiabesityMD, PLLC to you with respect to infringement of any intellectual property rights.

5. Geographical Restrictions. In addition, third party Services and Third-Party Materials that may be accessed from, displayed on or linked to from the Website are not available in all languages or in all countries. DiabesityMD, PLLC makes no representation that such Services and Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. DiabesityMD, PLLC reserves the right to change, suspend, remove, or disable access to any Services or Third-Party Materials at any time without notice. In no event will DiabesityMD, PLLC be liable for the removal of or disabling of access to any such Services or Third-Party Materials. DiabesityMD, PLLC may

also impose limits on the use of or access to certain Services or Third-Party Materials, in any case and without notice or liability.

6. Technical Support. DiabetesityMD, PLLC's technical support organization may provide technical support for the Website directly to third parties under a separate agreement, but DiabetesityMD, PLLC does not provide technical support to your or any end user. DiabetesityMD, PLLC and you acknowledge that DiabetesityMD, PLLC has no obligation whatsoever to furnish any maintenance and support services with respect to the Website.

8. DISCLAIMER OF WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE AND YOUR RELIANCE ON THE OPERATION, OUTPUT OR RESULTS OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ANY SERVICES PERFORMED OR PROVIDED BY THE WEBSITE ("APPLICATION SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND DIABESITYMD, PLLC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE AND ANY APPLICATION SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. DIABESITYMD, PLLC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE WEBSITE, THAT THE FUNCTIONS CONTAINED IN, OR APPLICATION SERVICES PERFORMED OR PROVIDED BY, THE WEBSITE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE WEBSITE OR APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE WEBSITE OR APPLICATION SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DIABESITYMD, PLLC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE WEBSITE OR APPLICATION SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL DIABESITYMD, PLLC BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL,

INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOST OR MODIFIED DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE, APPLICATION SERVICES, SERVICES, OR THIRD PARTY MATERIALS HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF DIABESITYMD, PLLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall DiabetesityMD, PLLC's total liability to you for all damages exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

10.

MISCELLANEOUS

1. Licensor. The Licensor of the Website is DiabetesityMD, PLLC, Inc. and is located at 8601 Six Forks Road, Suite 400, Raleigh NC 27615. You may contact DiabetesityMD, PLLC with any questions, complaints or claims with respect to the Website at _____ or at compliance@diabetesityMD.co

2. Choice of Law; Venue. The laws of the State of North Carolina, excluding its conflicts of law rules, govern this license, its construction, and your use of the Website. Any action arising under this Agreement shall be brought exclusively in North Carolina and you and DiabetesityMD, PLLC expressly consent to the personal jurisdiction of the state and federal courts located in North Carolina for such purposes. Your use of the Website may also be subject to other local, state, national, or international laws.

3. Entire Agreement. This Agreement, the Privacy Policies, and any other terms of use, or other guidelines (collectively, "Other Terms") provided by DiabetesityMD, PLLC through or in connection with the Product contain the entire understanding of the parties with respect to the subject matter of this Agreement and supersede all previous verbal and written agreements between the parties concerning the subject matter of this Agreement. To the extent that any Other Terms conflict with any provision of this Agreement, this Agreement will control. The product is the property of DiabetesityMD, PLLC, who reserves the right to change, add, or remove portions of this Agreement or the Website at any time and at its sole discretion. Your continued use of the Website following the posting or delivery to you of any changes mean that you accept and agree to such changes.

4. Severability. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. If one or more provisions of this Agreement are declared invalid

or unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes of this Agreement.