

Terms of Use

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Medical Information. Information on this site is provided “AS IS” without warranty of any kind and is meant for use only to support the user’s relationship POPS! User reliance on the material in this site is at your own risk (#adulting). Please note the medical or health care information provided on this site is not a replacement for proper medical attention (sorry – you do still have to see your doc). Contact your clinic, physician or 911 services immediately if you are suffering from urgent medical issues. POPS! places considerable emphasis on the privacy of user information and compliance with privacy laws. This site is configured to be secure from authorized access, but POPS! cannot be held responsible for:

- a. Absolute security of all communication transmissions between user and POPS!;
- b. Unauthorized disclosure resulting from a user not logging out of an active session (Just like FB – log out of that browser you);
- c. Unauthorized disclosure resulting from a lost or stolen user identification number and password;

- d. Unauthorized disclosure resulting from information printed by user from this site (save the trees – keep it digital);
- e. Unauthorized disclosure resulting from personal computer settings or installed software products that may compromise information security; or
- f. Similar events outside the substantial control of POPS!

Not a substitute for physician-patient relationship. POPS! provides tools and a platform to assist the user in managing diabetes. It is not to serve as a substitute for maintaining a regular physician-patient relationship with a physician in your community (sorry – again—you do still have to see your doc). POPS! is for informational purposes only and not responsible for information entered or supplied by the user. POPS! is not liable for the information provided to you or not provided to you by your health care provider through POPS! UNDER NO CONDITION IS POPS! PROVIDING MEDICAL OPINIONS OR ADVICE AND YOU UNCONDITIONALLY RELEASE AND WAIVE ANY CLAIM AGAINST POPS! THAT ANY PRODUCT OR SERVICE MAY BE CONSIDERED TO INCLUDE MEDICAL PRODUCTS, ADVICE, SERVICE OR OPINIONS (WE ARE YELLING AT YOU IN ALL CAPS TO MAKE SURE YOU KNOW HOW IMPORTANT THIS IS).

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You agree to follow the rules listed below:

- a) You will not knowingly provide or post any false, misleading, or fraudulent information (in a world full of copies, be an original).
- b) You will not use this Service for any illegal purpose, nor will you provide or post any material or information in violation of any applicable law or regulation (don't be a criminal).

- c) You will not interfere or tamper with the functioning of this Service, nor will you attempt to gain access to information or control of the Service not specifically granted to you (don't be a jerk).
- d) You will not use this Service to transmit any spyware, virus or similar destructive program or code (don't be double jerk).
- e) You will abide by any other rules for participation in any newsgroups, chat rooms, forums or similar features on this Service. Without limiting this, you will not post advertisements in newsgroups, chat rooms, or forums in violation of the terms of participation for such newsgroups or forums, or on topics not intended for such newsgroups, chat rooms or forums (just be a good person).

Service Access. We may discontinue all or part of this Service at any time. We may block or limit your access to this Service if: (a) you violate these Terms of Use; (b) you violate any applicable law or regulation relating to your use of this Service; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory, or otherwise harmful to us or others (if you act like a jerk, we'll give you the boot). In addition, you must be 13 years of age or older to use our app, or have express, verifiable parental consent.

Alerts and Notifications. As part of your use of the POPS! one System, you may receive notifications, text messages, alerts or emails (yay!). You agree to the receipt of these communications. You can control receipt of non-service related communications from your account settings (we won't be annoying, promise). You are responsible for any messaging or data fees you may be charged by your wireless carrier (text responsibly).

Links. This Service may contain links to Services operated by other entities, or display information or content regarding products or services offered by others (it's okay, they're our friends). These other sites and other entities are not under our control, and we are not responsible for the content available on any other Internet sites linked to this Service or any action or inaction of any third party (we didn't say if they were close friends or not). We do not endorse or warrant the goods or services of any third party (just like you don't endorse your friend Karen trying to sell you another face cream on Facebook). You may visit other linked sites or engage in business with any third party at your own risk (We mean if you want to try the face cream, by all means, go for it).

Privacy. Please review our [Privacy Policy](#) to understand our privacy practices. By using this Service, you also agree to the most-recent version of the Privacy Policy. We may change the Privacy Policy at any time, and such changes will be posted on the Privacy Policy page or a similar page of the Service. Click [here](#) to view our Privacy Policy.

Access to this system is granted to users for the sole purpose of assisting in diabetes care. Use of the system unrelated to this purpose may result in the suspension or termination of access privileges (so don't be a jerk). You may cancel your account at any time by contacting the POPS! Support Squad (we're really nice!).

You will need to register and subscribe for a POPS! account in order to receive POPS! service. Account information must be accurate, current and complete (just like your driver's license). You agree to keep this information up to date so that POPS! may send out notices, statements

and other information by email, text or through your account (gotta keep in touch!). You must ensure that your user name, password and other access credentials are kept strictly confidential and not shared with any unauthorized person. You must notify POPS! immediately of any breach of security or unauthorized use of your account. Accounts are granted to specific users and can be shared only by your permission. You are solely responsible for any and all access and/or use of POPS! services by persons using your User ID.

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Fees and Payment. You agree to pay all applicable fees in U.S. dollars. POPS! fees are exclusive of all taxes and you must pay applicable sales taxes. You will make payment by credit card that you authorize POPS! to charge fees and other amounts automatically to your credit card without invoice. Such charges occur monthly in advance though overage fees (if any) may be charged in arrears.

Term and Termination. This Agreement is effective until all subscription terms for the POPS! service have expired or are terminated.

- a. By placing an order for the subscription of POPS! service, you agree to pay applicable fees for your subscription. You can cancel or terminate a subscription at any time (And it's easy. Seriously). Each month, the subscription will automatically renew for an additional month.
- b. Suspension of Service. POPS! may suspend your access to POPS! service if your account is overdue (again, #adulting).

Third Party Products and Integrations. POPS! may contain links to third party websites, apps, services and resources (collectively, "Third Party Services") that are not under POPS! control. We provide these links only as a convenience and are not responsible for the content, products or services that are available from Third Party Services. You acknowledge and assume all risk arising from your use of any Third-Party Service.

Miscellaneous. Unless otherwise specified, this Service and the content thereof are displayed solely for the purpose of promoting our products and services. This Agreement shall be construed in accordance with the laws of the State of Minnesota, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the State of Minnesota. You agree and submit to the jurisdiction and venue of such courts. You agree that in the event you have or may have any alleged claim against POPS! or any of our vendors or licensors, you shall pursue such claim only in your individual capacity, and you shall not agree to join or be a part of any class action, consolidated action, or similar action. You also agree that your damages are limited as set forth elsewhere in these Terms of Use and that you are not eligible to receive, and shall not seek, and you agree to defend, indemnify and hold us harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Service and/or your breach of these Terms of Use, including attorneys' fees. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to any failure by you or to others to comply with these Terms of Use does not waive our right to act with respect to subsequent or similar failures.

LAST UPDATE. These Terms of Use were last updated on June 6, 2019.

OUR CONTACT INFORMATION. If you have questions or comments about these Terms of Use, contact us at:

Email: hi@popsdiabetes.com

Call at: 1-800-767-7268