

Terms of Service

IBI Healthcare Institute
367 Athens Hwy Ste 100
Loganville, GA 30052 Last updated: March 27, 2024

I. OVERVIEW

MySlimmed, Inc. (“**MySlimmed**”, “**we**”, “**us**”) owns and operates the websites located at **myslimmed.com**, that we (or our affiliates) may make available to you now or in the future (collectively, the “**Site**”). MySlimmed, Inc. offers the Site, including all information and content therewith (collectively, the “**Content**”), products available for purchase (the “**Products**”) and various services (the “**Services**”) to you, the user (including, without limitation, browsers, vendors, customers, merchants, and/ or contributors of content) conditioned upon your acceptance of all terms, conditions, policies and notices stated or referenced herein (the “**Terms of Service**”) and compliance with all applicable laws and regulations. Your use of certain features or components of our Site, access to certain Services or your ability to purchase Products may be limited to those users that have registered an account with us.

Please read these Terms of Service carefully before accessing or using our Site. By accessing or using any part of the Site, you hereby accept and agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of these Terms of Service, then you may not use or access the Site (including the Content) or purchase any Services or Products. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features, tools or services which are added to the current Site shall also be subject to these Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Site. Any such changes will be effective as of the date of posting. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site (including the Content) or purchase of any Services or Products following the posting of any changes constitutes your acceptance of those changes. Your sole remedy for any disagreements or issues with the Terms of Service is to immediately discontinue your use of the Site (including the Content, Services and Products).

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use the Site.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR, GO TO THE EMERGENCY DEPARTMENT, OR CALL 911 IMMEDIATELY.

II. SERVICES

We offer certain Products, Services and Content to you through our Site. In particular, you may (a) access prescription fulfillment services for certain prescription drugs and (b) access telehealth and telemedicine services. Our Services are currently available only to individuals

who are at least eighteen (18) years of age or older (or at least the age of majority in their jurisdiction of residence).

a. Prescription Fulfillment Services

We may provide access to prescription fulfillment services offered by the following pharmacy network provider (the “**Pharmacies**”):

IBI Healthcare Institute
367 Athens Hwy Ste 100
Loganville, GA 30052
(678) 680-6292
slimmed@ibihealthcare.com
<https://myslimmed.com>

By accepting these Terms of Service, you acknowledge and accept that MySlimmed, Inc. is not a prescription fulfillment warehouse. When you use these Services, you understand that we are simply connecting you to the Pharmacies. MySlimmed, Inc. does not recommend or endorse any specific prescription drug or pharmacy that may be mentioned in relation to the Services. MYSLIMMED, INC. MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, OR TIMELINESS OF THE PHARMACIES OR THE PRESCRIPTION PRODUCTS AND IS NOT RESPONSIBLE FOR ANY OF THE SERVICES PROVIDED BY THE PHARMACIES.

b. Healthcare Services

MySlimmed, Inc. does not engage in the practice of medicine and does not provide any healthcare services; however, we may make certain Services for telehealth and telemedicine available to you by facilitating your access to third-party medical providers. By using these Services, you understand and agree that you are not establishing a doctor-patient relationship with us (or any other similar provider-patient relationship with us) by using the Service.

In select states, you may have access to healthcare professionals (each, a “**Provider**” and collectively, the “**Providers**”) through one or more licensed medical practices managed by or otherwise contractually affiliated with MySlimmed, Inc. You understand that telehealth and telemedicine services may not substitute in-person care, in all cases.

Before receiving telehealth or telemedicine services, you will be required to review and provide informed consent in order to use such Services. You agree that MySlimmed, Inc. is a third-party beneficiary of such consent and has the right to enforce it against you.

Through the Site, the Providers may provide you with medical advice and/or prescribe medication. You understand and agree that the Providers are solely responsible for the medical care and treatment that they provide to you. Any advice or Services you receive from such Provider may be subject to additional terms that you will agree to from such Provider. MySlimmed, Inc. is not responsible for the Providers’ acts, omissions or for any content of the communications made by them. In certain cases, a Provider may determine that your treatment requires an in-person visit with a healthcare provider or healthcare services that are not offered

by the Providers, in which case, you will be notified accordingly and you will not be able to use the Services for further treatment for that medical issue.

If you wish to be connected with a Provider through the Site, you understand and agree that you are providing your personal health information to, and receiving advice and prescriptions from such Provider, and not MySlimmed, Inc.. Please review our Privacy Policy for more information about our practices regarding your personal data. The Providers may be governed by federal or applicable State privacy rules that may not be applicable to MySlimmed, Inc. The Providers may provide a separate notice to you that describes how they may use and disclose your personal health information. You understand that the Providers' notice applies solely to the Providers, and not MySlimmed, Inc.

Even though you may be able to communicate with certain Providers through the Site, you understand that communications may not be real-time. The Site does not provide any medical services, including but not limited to emergency or urgent medical services.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR, GO TO THE EMERGENCY DEPARTMENT, OR CALL 911 IMMEDIATELY.

By accepting these Terms of Service, you acknowledge and agree that the Providers may send you electronic messages through the Site containing results, reports, instructions, and/or advice related to your diagnosis and/or treatment. You further understand that the Providers may contact you directly via email or text with such information as well. You are responsible for checking and responding to these messages. You may not hold MySlimmed, Inc. or any Provider liable for any injury, loss, or claims resulting from your failure to read or respond to these messages or comply with the advice or instructions contained in a message from a Provider.

MYSLIMMED, INC. MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, SUITABILITY, RELIABILITY OR TIMELINESS OF THE DIAGNOSIS AND/OR TREATMENT PROVIDED BY THE PROVIDERS.

III. PRODUCTS

a. Products Generally

We may offer certain Products, including prescription products, and non-prescription products such as over-the-counter medications, vitamins, dietary supplements, and wellness products for purchase on the Site. The Products displayed on the Site can be ordered and delivered only within the U.S. All prices are in U.S. Dollars and are valid and effective only in the U.S. Any reference on the Site to any Products or other information by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply our endorsement, sponsorship or recommendation of such Product. All Products are non-refundable.

You understand and agree that all Products (and any associated information) should be used strictly in accordance with their instructions, precautions and guidelines and in accordance with applicable laws in your jurisdiction (including but not limited to copyright laws). Unless expressly provided by the manufacturer, the statements made about the Products by their manufacturers

have not been evaluated by any government agency and the results reported, if any, may not necessarily occur in all individuals.

You should always check the listing of ingredients for the Products to avoid allergic reactions. If any minor uses any Product, it should be only after the legal or parental guardian has discussed the Product with the minor's doctor. Use of the Content related to a Product is not meant to serve as a substitute for professional medical advice. Please consult with your Provider, your own physician or another healthcare practitioner regarding the use of any Product before using them. Your Provider, physician or other healthcare practitioner should address any and all medical questions, concerns and decisions regarding the possible treatment of any medical condition. We do not give or intend to give any answers to medical-related questions and the Site does not replace any medical professional or medical resource. We do not represent ourselves as a physician nor is this implied. ***FURTHER, IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR, GO TO THE EMERGENCY DEPARTMENT, OR CALL 911 IMMEDIATELY.***

The Products available on the Site are for your personal use only. You understand that the prices for our Products may change without notice.

b. Prescription Products

Certain Products require a valid prescription by a licensed healthcare provider ("**Prescription Products**"). You may not purchase a Prescription Product unless and until you have completed a consultation with one of the Providers, and such Provider has provided a written prescription.

Some prescriptions can be filled through one of the Pharmacies by using the Site. However, some prescriptions may not be available through the Pharmacies and must be filled by a pharmacy of your choice, including prescriptions used for many common primary care conditions.

Prescriptions fulfilled by the Pharmacies do not use child-resistant packaging and Prescription Products will not be dispensed in child-resistant containers.

If you fill a prescription with a pharmacy other than the Pharmacies, we will send the prescription to your selected pharmacy, but you will be responsible for picking up or otherwise obtaining the Prescription Product and paying the pharmacy directly for the cost of the Prescription Product.

IV. MYSLIMMED, INC. AND USER-GENERATED CONTENT

Our Site may also contain Content, which includes, but is not limited to, information regarding our Products and Services and other information (whether in text, audio, graphics, and/or video) provided by MySlimmed, Inc., third parties, or other users. You may access and use the Content on the Site only as permitted under these Terms of Service and the Privacy Policy. You agree that you will not use, copy or distribute any of the Content other than as expressly provided herein. You understand that by using the Site, you may be exposed to Content that may be offensive, indecent or objectionable, and you agree that we shall not be liable for any such Content and that the risk of harm or damage from the foregoing rests entirely with you.

a. MySlimmed, Inc. Content

All Content presented by MySlimmed, Inc. is intended to be used for personal, educational or informational purposes only. Any reliance on the Content is at your own risk. You agree and understand that we are not responsible if any Content made available on the Site, or as part of a Product or Service, is not accurate, complete or current. We reserve the right to modify the Content at any time, but we have no obligation to update any of the Content. You agree that it is your responsibility to monitor any changes to the Content.

b. User-Generated Content

As part of our Services, we provide various social media and interaction tools such as forums and posting comments and reviews. These Terms of Service govern your participation in such social media tools. You understand that we are not liable for any statements, representations, or Content provided by our users in any forum on the Site (such Content shall be referred to as **“User-Generated Content”**) or any Third-Party Site (defined below). User-Generated Content, if displayed, is displayed for entertainment and informational purposes only. We cannot and do not guarantee the accuracy, integrity or quality of User-Generated Content. You will not hold us liable in any way for (i) any errors or omissions in any User-Generated Content; or (ii) any loss or damage (including, without limitation, personal injury or property damage) of any kind incurred as a result of the use of any User-Generated Content.

V. YOUR OBLIGATIONS; YOUR REPRESENTATIONS AND WARRANTIES

In addition to any other obligations set forth in these Terms of Service, you understand and agree that you are solely responsible for maintaining the security of your account. You are also solely and fully responsible for all activities that occur under your username and any other actions taken in connection with your account. You agree to immediately notify us in writing of any unauthorized use of this Site or any other breaches of security. You acknowledge and agree that we will not be liable for any acts or omissions by you, including any loss or damage of any kind incurred as a result of such acts or omissions.

You are solely responsible for providing and maintaining at your own expense, appropriate technological capabilities to use the Site, and access the Services or purchase Products, including but not limited to, a device with a video camera and Internet access. You shall submit only truthful, complete, and accurate information through the Site. We reserve the right to change the access configuration, including any software, hardware or other requirements at any time and without prior notice.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site, or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral

purpose; or (k) to interfere with or circumvent the security features of the Site or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Site (and any Service) for violating any of the prohibited uses.

By submitting any Content via the Site (such Content shall be referred to as “**Your Content**”), you further represent and warrant that:

- You are the sole author and owner of the intellectual property and other rights thereto (or have the necessary licenses, rights, consents and permissions in Your Content to permit use of Your Content in the manner contemplated by these Terms of Service);
- Your Content does not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity;
- All “moral rights” that you may have in Your Content have been voluntarily waived by you;
- To the extent applicable, you shall comply with the Federal Trade Commission’s Guides on the Use of Endorsements and Testimonials in Advertising;
- Your Content is accurate;
- You are at least 13 years old and, if you are a minor, that you have obtained the consent of your parent or legal guardian to use the Site and their agreement to these Terms of Service;
- Your Content does not cause injury to any person or entity or violate any obligations you may have with a third party;
- Your Content is not, or would not reasonably be considered to be, unlawful, harmful, defamatory, trolling, bullying, libelous, vulgar, obscene, invasive of another’s privacy, hateful, racially or religiously biased or offensive, abusive, tortious, threatening or harassing to any individual, partnership or corporation;
- Your Content does not contain any computer viruses, worms or other potentially damaging computer programs or files;
- Your Content Is not a form of phishing and does not contain unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation; and
- You Content does not violate these Terms of Service, the Privacy Policy or any applicable law, rules or regulations.

You understand that we may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service. Except as otherwise provided in these Terms of Service, you understand and agree that Your Content will be treated as non-confidential and non-proprietary information.

VI. BILLING

You agree to provide current, complete and accurate purchase and account information for all purchases made through the Site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. You will be responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees due with respect to your purchase of Products or Services. You also agree to pay for the shipping and handling charges, if any, shown at the time you make a purchase.

Some of our Products and/or Services may be available on a subscription basis. Subscription based Products and/or services require a minimum 3 month commitment as MySlimmed, Inc. incurs significant upfront cost to provide these Products and/or Services to you. By enrolling in subscription services, you agree to pay for a minimum of 3 consecutive months of service. For these Products and Services, your payment account will be automatically charged as described for that Product or Service. You may cancel a subscription 15 days before the next monthly processing date of your subscription (after your 3 month commitment has concluded) by emailing your cancellation request to slimmed@ibihealthcare.com. If we are unable to provide you with a prescription for the ordered Services due to being medically inappropriate for you, we will refund your initial payment back to your original method of payment. Additionally, by purchasing subscription based Products and/or Services on Site, you agree that MySlimmed, Inc. does incur certain costs which begin immediately upon your completed order. Therefore, you agree that the initial first month's fee charged at the time of purchase is under non-refundable UNLESS MySlimmed, Inc. providers deem it is not medically appropriate to prescribe you the ordered Products and/or Services. Additionally, you agree that you will not dispute MySlimmed, Inc. charges with your credit card company if MySlimmed, Inc. has performed its' duties under your Products and/or Services agreement. False credit card disputes will be aggressively defended and customers who attempt to dispute charges to circumvent the 3 month commitment will be sent to collections and/or have further legal action pursued.

MySlimmed, Inc. is not enrolled with or otherwise acting as a participating provider in any federal or state healthcare programs (i.e., Medicare, Medicaid) or in any other health plan or third-party payor program. The Providers may be enrolled with or may be participating providers in such federal or state healthcare programs and/or certain health plans or other third-party payor programs for the provision of any healthcare services provided by them. To the extent the Site indicates that the Providers are enrolled in such programs and the Services or Products they provide to you through the Site are "covered services" under such programs, you will be required to pay any co-pay or deductible amount as required by such programs, and MySlimmed, Inc. will facilitate collection of such covered amounts on behalf of the Providers.

By agreeing to use the Site, you acknowledge and agree that you have the financial responsibility for all Services and Products provided to you unless: (1) the Site indicates that your Provider is a participating provider in Medicare, Medicaid or other third-party payment program in which you are enrolled; (2) the Product or Service provided to you by such Provider is a "covered service" under such program; and (3) the Site indicates that your Provider will submit the claim for reimbursement to Medicare, Medicaid or the third-party payment program in which you are enrolled for the costs of the Services and Products provided to you.

We reserve the right to refuse any order you place with us or limit or cancel quantities in our sole discretion. If we make a change to or cancel an order, we may attempt to notify you by

contacting you through your account or at the e-mail and/or billing address and/or phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

MySlimmed, Inc. accepts payment from accounts using credit or debit cards commonly associated with these types of accounts. MySlimmed, Inc. makes no warranty, expressed or implied, that your payment will be accepted by your administrator as a valid expense for the account, depending on restrictions that may exist on your own account. MySlimmed, Inc. will provide you with the receipts needed for submission to your account administrator and your Provider will provide a Letter of Medical Necessity if requested.

VII. THIRD PARTIES; THIRD-PARTY LINKS

You acknowledge and understand that certain of MySlimmed, Inc.'s shareholders, directors, officers, employees, contractors or agents may have a financial interest in one or more third parties providing the Services or Products, and may profit from your use and/or the sale of such Services and Products.

Further, certain Content, Products and Services available on the Site may include materials from third parties. You understand and agree that MySlimmed, Inc. has no responsibility for the accuracy, suitability or reliability of such third-party Content.

Third-party links on the Site may direct you to a third-party website that is not affiliated with us ("**Third-Party Site**"). We are not responsible for examining or evaluating the content or accuracy of the information available on Third-Party Sites, and we do not warrant and will not have any liability or responsibility for any third-party materials or information contained on a Third-Party Site, or for any other materials, products, or services of third parties.

You understand and agree that we will not be liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third party. Please carefully review the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products should be directed to the applicable third party.

VIII. INTELLECTUAL PROPERTY; LICENSES

a. MySlimmed, Inc. Intellectual Property

Subject to these Terms of Service, you are hereby granted a non-transferable, non-exclusive, limited, revocable license to use the software and access the Content provided to you through the Site. As between you and MySlimmed, Inc., you understand and agree that all Content (except for Your Content) displayed on our Site, or otherwise used in any messages to you, is our exclusive property. Except as permitted herein, any use of the Content (except for Your Content), including reproduction for purposes other than those permitted above, modification, distribution, republishing, transmission, display or performance is strictly prohibited.

b. Your Content and Feedback

You grant us a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicenseable and transferable right and license to Your Content to use, reproduce, communicate, distribute, share, copy, modify, delete in its entirety, edit, adapt, publish, translate, publicly display, publicly perform, use, create derivative works from and/or sell and/or distribute Your Content and/or incorporate Your Content into any form, medium or technology throughout the world without compensation to you. This license will survive the termination of these Terms of Service.

You understand and agree that any ideas, suggestions, knowhow, improvements, comments, or other feedback (collectively, "Feedback") that you submit to us, whether by posting Your Content on our Site or through any other communication or means, will be the exclusive property of MySlimmed, Inc. To the extent you own any rights in the Feedback, you agree to assign and hereby do assign to us all right, title and interest in and to the Feedback. You agree to perform all acts reasonably requested by us to perfect and enforce such rights.

IX. TERMINATION

MySlimmed, Inc. may terminate you access to the Site or any of the Services at any time and for any reason, including, without limitation, your breach of any of the Terms of Service. Upon termination, your access to the Site and the terminated Services will immediately cease but you will remain liable for all amounts due up to and including the date of termination (including amounts due for Products purchased prior to such termination). The disclaimers, limitations of liabilities, releases and waivers set forth in these Terms of Service shall survive any such termination.

You may also terminate these Terms of Service at any time by notifying us that you no longer wish to use the Site, or our Services, or when you cease using the Site or the Services.

X. DISCLAIMER OF WARRANTIES

ALL PRODUCTS AND SERVICES, THE SITE AND CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." MYSLIMMED, INC., INCLUDING THE PROVIDERS AND THE PHARMACIES, DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, OR NON-INFRINGEMENT. MYSLIMMED, INC. DOES NOT WARRANT OR GUARANTEE THAT THE CONTENT, PRODUCTS, SERVICES OR THE SITE ARE OR WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, OR THAT THIS SITE, OR ANY OTHER SOFTWARE, TECHNOLOGY OR SERVERS USED IN THE DELIVERY OF THE SITE (AND ITS CONTENT), THE PRODUCTS OR THE SERVICES ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU AGREE THAT WHEN YOU VIEW, DOWNLOAD OR OTHERWISE OBTAIN CONTENT FROM OR THROUGH THE SITE, OR BY USING THE SERVICES OR A PRODUCT, YOU DO SO AT YOUR OWN RISK, AND THAT YOU WILL BE WHOLLY RESPONSIBLE FOR YOUR USE OF THE FOREGOING AND ANY LOSS OF DATA, DAMAGES TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR ANY OTHER HARM THAT MAY RESULT FROM SUCH USE. FURTHER, YOU UNDERSTAND THAT THE CONTENT AND OTHER INFORMATION AVAILABLE TO YOU AND THE TECHNOLOGY USED TO FORMULATE AND DELIVER SUCH CONTENT AND INFORMATION, MAY CONTAIN ERRORS, BUGS, PROBLEMS OR OTHER

LIMITATIONS, AND THAT YOUR USE OF SUCH INFORMATION AND CONTENT IS AT YOUR OWN RISK AND SHOULD NOT RELY UPON IT WITHOUT VERIFICATION.

XI. LIMITATION OF LIABILITY

MYSLIMMED, INC., INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, (COLLECTIVELY, THE "MYSLIMMED, INC. PARTIES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE, THE CONTENT, OR ANY OF THE SERVICES OR PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE MYSLIMMED, INC. PARTIES SHALL NOT HAVE ANY LIABILITY, ON ANY LEGAL BASIS WHATSOEVER, TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, CONTENT, PRODUCTS AND SERVICES, EVEN IF THE MYSLIMMED, INC. PARTIES WERE ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE MYSLIMMED, INC. PARTIES' LIABILITY SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID FOR PRODUCTS AND SERVICES IN THE SIX (6) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE CLAIM. Some jurisdictions do not allow certain limitations or exclusions of damages, so some of the foregoing disclaimers and limitations may not apply to you.

YOU AGREE THAT YOU MUST BRING ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR CONTENT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

XII. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the MYSLIMMED, INC. Parties, and the Pharmacies and Providers, from any and all third party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from your use of the Site, or your breach of these Terms of Service (including any referenced policies of notices), or your violation of any law or the rights of a third party.

XIII. PRIVACY POLICY

MySlimmed, Inc. respects your privacy and understands the importance of confidentiality and privacy of your personal information. Please review our Privacy Policy for information regarding how we may collect, use and disclose your personal information. The Privacy Policy is hereby incorporated by reference into these Terms of Service.

XIV. ELECTRONIC COMMUNICATIONS

In connection with your access or use the Services, including the Site, you hereby consent to receive electronic communications from us, the Providers and the Pharmacies, whether through email or through the Site, or other electronic means. You hereby agree that such electronic communications will satisfy any legal requirement that such communications be in writing and are deemed to be given on the date transmitted to you.

XV. GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Georgia.

XVI. THIRD-PARTY BENEFICIARIES

Any use of third-party software (or associated third-party products or services) shall be governed by the applicable party's license or terms of use, and not by these Terms of Service. In addition to this Agreement, your use of the Service and the Site (and the Content) must comply with all applicable third-party terms of use.

Except as expressly set forth herein (e.g., with respect to disclaimers and indemnification in favor of the MySlimmed, Inc. Parties and the Providers), the parties agree that there are no third party beneficiaries of these Terms of Service.

XVII. GENERAL TERMS

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms of Service.

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service shall not create any partnership, joint venture, employment, or other agency relationship between you and MySlimmed, Inc., the Providers or the Pharmacies.

These Terms of Service and any policies or operating rules referenced or posted by us on the Site constitutes the entire agreement and understanding between you and us and supersedes any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

MySlimmed, Inc. may, in its sole discretion, transfer, its contractual rights and obligations set forth in these Terms of Service to any affiliate of MySlimmed, Inc. or to another third party in the event that some or all of the MySlimmed, Inc.'s business is transferred to a third party by way of merger, sale of its assets or otherwise. You may not assign any of your rights hereunder, and any such attempt by you will be deemed null and void.

XVIII. DIGITAL MILLENNIUM COPYRIGHT ACT

If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act

("DMCA") by providing us with the following information in writing (see 17 U.S.C §512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing 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 MySlimmed, Inc. to locate the material;
- Information reasonably sufficient to permit MySlimmed, Inc. to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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
- 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.

You may direct copyright infringement notifications to us at:

slimmed@ibihealthcare.com

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

XIX. CONTACT INFORMATION

Questions about the Terms of Service should be sent to us by calling (678) 680-6292, slimmed@ibihealthcare.com or by mail at MySlimmed, 367 Athens Hwy Ste 100, Loganville, GA 30052