

## REVERSIY TERMS OF SERVICE

Last Updated: June 17, 2018

### PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE CAREFULLY

By using [www.reversity.io](http://www.reversity.io) (the "Site"), you agree that these Terms of Service ("Terms") are enforceable as if they were written in a negotiated agreement signed by Diabetes Solutions of Seattle LLC, a Washington limited liability company d/b/a Reversity ("Reversity") and yourself (collectively, the "Parties").

#### 1. Eligibility

You must be at least eighteen (18) years of age to use the Site. By accepting these Terms, you represent and warrant that:

- a) you are at least eighteen (18) years of age;
- b) you are capable of forming a binding contract with Reversity;
- c) you are using this site for your sole use and not on behalf of any other entity, organization, or company;
- d) you have not previously been suspended or removed from the Site; and
- e) your use of the Site is in compliance with all applicable laws and regulations.

If you do not meet all of these requirements, you must not access or use the Site.

#### 2. This Site Does Not Provide Medical Advice

Any information, suggestions, plans, or any other services (collectively the "Services") you may receive by using the Site do not include medical advice, diagnosis, or treatment. The Services provided through the Site are for informational purposes only.

You may be allowed to communicate with Reversity and/or Reversity's employees or agents ("Coaches"). Although Coaches may provide Services through the Site, Coaches are not authorized to provide medical or other professional advice through the Site.

You should never use the Services you obtain from the Site or Coaches for diagnosis or treatment of any health problem or in place of any medication or other treatment prescribed by a physician or other healthcare provider. You should discuss any new diets, medications, or nutritional supplements with a healthcare provider before use.

The Services you receive by using the Site have not been evaluated by the U.S. Food and Drug Administration or any other regulatory body unless otherwise specified.

#### 3. Reliance on Services

The Services you obtain through the Site or Coaches is solely for informational purposes. Reversity does not warrant the accuracy, completeness, or usefulness of any Services. Any reliance you place on such Services is strictly at your own risk. Reversity disclaims all liability and responsibility arising from any reliance placed on such Services.

#### 4. Payment Terms

You shall be charged the appropriate price for the product or subscription you have purchased, if any. All prices are exclusive of taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of such amounts (excluding taxes based on Reversity's income), even if such amounts are not listed on the Site. You shall make all payments in U.S. Dollars.

Monthly fees are due on the first day of each month, unless that day falls on a weekend or a holiday observed by the federal government, in which case monthly fees are due on the following day that is neither a weekend nor a holiday.

All unpaid amounts are subject to an interest charge of ten percent (10%) per annum, plus all reasonable expenses of collection, including attorneys' fees.

## 5. User Content

The Site contains functionality that allows you to upload content to certain areas of the site ("Public Areas").

You agree that you will not upload content of any type to the Public Areas that infringe or violate any rights of any party. By submitting content to the Public Areas, you agree that such submission is nonconfidential for all purposes.

If you submit content to the Public Areas, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted Reversity a royalty free, perpetual, irrevocable, world-wide license to use, reproduce, create derivative works from, modify, publish, edit, distribute, perform, and display the content in any media or medium, or any form, format, or form not known or hereafter developed.

You agree to not submit any content that contains personally identifiable information (name, phone number, email address, etc.) of you or of anyone else.

By uploading any content to the Public Areas, you warrant that you have permission from all persons appearing in the media for you to make this contribution. Never post a picture or video of or with someone else unless you have their explicit permission.

It is strictly prohibited to upload content of any kind that contains expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit material or any material that could give rise to civil or criminal liability under any applicable laws or regulations.

Reversity reserves the right to review all content, media, or statements prior to submission to the Public Areas, and to remove any media for any reason, at any time, without prior notice, at Reversity's sole discretion.

## 6. Communications Between Members

If you use Public Areas or other communication services related to Reversity, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found or received in such Public Areas or communication services.

In consideration of being allowed to use the Public Areas, you agree that the following actions shall constitute a material breach of these Terms:

- a) Using Public Areas or communication services for any purpose in violation of local, state, national, or international laws;

- b) Communicating material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
- c) Communicating material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Reversity in its sole discretion;
- d) Communicating advertisements or solicitations;
- e) Impersonating another person;
- f) Distributing viruses or any other harmful computer code;
- g) Harvesting, scraping or otherwise collecting information about others, including email addresses; and
- h) Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Areas or the Site, or which, in the judgment of Reversity, exposes Reversity, Coaches or any of its users to any liability or detriment of any type.

Reversity reserves the right (but is not obligated) to do any or all of the following:

- a) Record communications between members;
- b) Investigate an allegation that a communication does not conform with these Terms;
- c) Remove communications that fail to conform with these Terms;
- d) Terminate a user's access to any or all Public Areas and/or the Site upon any breach of these Terms;
- e) Monitor, edit, or disclose any communication; and
- f) Edit or delete any communication, regardless of whether such communication violates the Terms.

Reversity and the Coaches have no liability or responsibility to users of the Site or any other person or entity for performance or nonperformance of the aforementioned activities.

## 7. Changes to the Terms of Service

Reversity may revise and update these Terms from time to time without notice. All changes are effective immediately when posted and apply to all access to and use of the Site thereafter.

Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## 8. Privacy Policy

You agree that all information you provide to the Site, Coaches, Reversity, or other users is governed by Reversity's Privacy Policy, and you consent to all actions Reversity takes with respect to your information consistent with the Privacy Policy. The Privacy Policy may be revised and without notice. You are expected to check the Privacy Policy from time to time so you are aware of any changes, as they are binding on you.

## 9. Use of Materials

All content posted on the Site and received from any Services is protected by the copyright laws in the United States and in foreign countries. Any special rules for the use of content may be included elsewhere on the Site and are incorporated into these Terms by reference. Title to the content remains with Reversity or its licensors. Any use of the content not expressly permitted by these Terms is a breach of these Terms. All rights not expressly granted herein are reserved to Reversity and its licensors.

These Terms permit you to use the Site and Services only for your personal, noncommercial use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the content on our Site or received from any Services, except as follows:

- a) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- b) You may store files that are automatically cached by your web browser for display enhancement purposes; and
- c) You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

If you violate any of these Terms, your permission to use the content automatically terminates and you must immediately destroy any copies you have made of any portion of the content.

#### 10. Termination of Use

Reversity has the right to disable any account, password, or other identifier, whether chosen by you or provided by Reversity, at any time in Reversity's sole discretion for any or no reason, including if, in Reversity's opinion, you have violated any provision of these Terms.

#### 11. Discontinuation or Modification of the Site

Reversity reserves the right to withdraw or amend the Site, and any Services provided to you, in Reversity's sole discretion without notice. Reversity will not be liable if for any reason all or any part of the Site or any Services are unavailable at any time or for any period.

#### 12. Prohibited Conduct

YOU AGREE NOT TO:

- (a) use the Site to compete with Reversity's business;
- (b) interfere with security-related features of the Site, including by: (1) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code; (2) interfering with or disrupting any network, equipment, or server connected to or used to provide the Site; (3) violating any regulation, policy, or procedure of any network, equipment, or server; or (4) manipulating or otherwise displaying the Site by using framing, mirroring, or similar navigational technology;
- (c) perform any fraudulent activity including claiming a false affiliation; and
- (d) attempt to do any of the acts prohibited in these Terms or assist or permit any person in engaging in any acts prohibited in these Terms.

#### 13. Additional Terms

Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that Reversity may post on or link to the Site. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

#### 14. Geographic Restrictions

Reversity is based in the United States. Reversity provided this Site and the Services for use only by persons located in the United States. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### 15. Disclaimers; No Warranties

REVERSITY AND THE COACHES ARE NOT HEALTHCARE PROVIDERS AND CANNOT AND DO NOT DIAGNOSE OR TREAT YOUR HEALTH CONDITIONS. REVERSITY PROVIDES NO ENDORSEMENT, REPRESENTATION, OR WARRANTY THAT ANY OF ITS SERVICES WILL BE SAFE, EFFECTIVE, OR APPROPRIATE FOR YOU.

THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT ALLOWED BY LAW, REVERSITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

REVERSITY DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO SERVICES FROM THE SITE OR ANY CONTENT AVAILABLE THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING REVERSITY OR THE SITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS.

YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR ACCESS TO, USE OR MISUSE OF, OR INABILITY TO USE THE SITE, YOUR DEALING WITH ANY OTHER SITE USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SITE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN CONTENT THROUGH THE SITE, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE) OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

Some jurisdictions may prohibit a disclaimer of warranties and you may have other rights that vary from jurisdiction to jurisdiction. To the extent that Reversity may not disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted by law.

#### 16. Limitation of Liability

IN NO EVENT SHALL REVERSITY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR INABILITY TO USE OR ACCESS, THE SITE OR ANY CONTENT OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT REVERSITY OR ANY COACHES HAVE BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

YOU AGREE THAT THE AGGREGATE LIABILITY OF REVERSITY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, TO YOU FOR ALL CLAIMS ARISING OUT OF OR

RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SITE OR ANY CONTENT OR SERVICES UNDER THESE TERMS, IS LIMITED TO \$1000.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. The extent of such liabilities will be the minimum permitted by applicable law.

#### 17. Indemnification

You agree to defend, indemnify, and hold Reversity, its officers, directors, employees, agents, and licensors, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms.

#### 18. Governing Law and Jurisdiction

These Terms are governed by the laws of the State of Washington without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, you and Reversity agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Seattle, Washington for the purpose of litigating any dispute.

#### 19. General

These Terms and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Reversity regarding your use of the Site

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without Reversity's prior written consent. Reversity may assign these Terms at any time without notice or consent.

The failure to require performance of any provision will not affect Reversity's right to require performance at any other time after that, nor will a waiver by Reversity of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself.

Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision.

If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

Upon termination of these Terms, any provision that by its nature should survive, will survive.

#### 20. Consent to Electronic Communications

By using the Site, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements

#### 21. Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to: [support@reversityplan.com](mailto:support@reversityplan.com)