

Terms of Use

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We may change these Terms of Use at any time, and by using the Service you agree to the most current version of the Terms of Use and any and all future changes. We encourage you to visit this page periodically to review the Terms of Use. There may be additional terms and conditions applicable for your certain use of our products or services. To the extent those terms and conditions are more specific or conflict with these general Terms of Use, the more specific terms and conditions will apply to those products and services.

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Privacy Matters. We place considerable emphasis on the privacy of user information and compliance with privacy laws. You can read more about our commitment to Privacy: [Privacy Policy](#). Our Service is configured to be secure from unauthorized access, but Pops cannot be held responsible for:

- a. Absolute security of all communication transmissions between you and Pops;
- b. Unauthorized disclosure resulting from a user not logging out of an active session;
- c. Unauthorized disclosure resulting from a lost or stolen user identification number and password, or from your grant of access to your data to a friend, family member, or care giver;
- d. Unauthorized disclosure of personal data resulting from information printed by you from the Service;
- 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

User Comments, Feedback And Other Submissions. All comments, feedback, ideas, and other submissions provided to us or on through the Service or through any other method submitted or offered in connection with the Service, such as by email, telephone, at our stores, or by mail (collectively, the "comments") are and shall be and remain the sole and exclusive property Pops Diabetes Care, including all copyright or other intellectual property rights therein (try saying that in one breath). Providing your comments to us constitutes an assignment to us of all worldwide right, title and interest in and to all copyrights and other intellectual property rights in the comments. In the event applicable law prohibits such assignment of the intellectual property rights in the comments, you hereby grant us an exclusive, perpetual, royalty-free, worldwide, license to use, copy, distribute, modify, sublicense, assign, and create derivative works involving the comments. All comments are deemed non-confidential, and we are not under any obligation to reply to any comments. You grant us the right to use your name in connection with the submitted comments and in connection with all advertising, marketing and promotional activity.

You agree to follow the rules listed below:

- a) You will not knowingly provide or post any false, misleading, or fraudulent information.
- b) You will not use the Service for any illegal purpose, nor will you provide or post any material or information in violation of any applicable law or regulation. 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.
- c) You will not use the Service to transmit any spyware, virus or similar destructive program or code.
- d) You will abide by any other rules for participation in any newsgroups, chat rooms, forums or similar features on the 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.

Limiting Your Access. We may discontinue all or part of the Service at any time. We may block or limit your access to the Service if: (a) you violate these Terms of Use; (b) you violate any applicable law or regulation relating to your use of the 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. In addition, you must be 13 years of age or older to use our Service, or have express, verifiable parental consent.

Alerts and Notifications. As part of your use of the Service, if you provide us your contact information, you may receive notifications, text messages, alerts or emails. You agree to the receipt of these communications. You can control receipt of non-service related communications from your account settings. You are responsible for any messaging or data fees you may be charged by your wireless carrier.

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ADDITIONAL TERMS FOR PURCHASES OF POPS DIABETES CARE PRODUCTS AND SERVICES.

When you submit an order for our products (such as our Rebel™ system of glucose meter or test strips) or other aspects of our Service, such as use of our mobile app, you agree to the following terms.

Registration

You will need to register and subscribe for an account in order to receive access to certain Service. Account information must be accurate, current and complete.

You agree to keep this information up to date so that we may send out notices, statements and other information by email, text or through your account. 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 us 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 the Service by persons using your User ID.

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Fees and Payment.

The cost for certain of our Services may be covered either by your employer, through reimbursement by a health plan or third party payor, or you may purchase Service either through a third party, such as Amazon, or directly from us. You agree to pay all applicable fees for purchases as appropriate under the specific purchase terms that apply to you, in U.S. dollars. Our fees are exclusive of all taxes and you must pay applicable sales taxes.

Compliance with Service Limitations. Access to our paid Service is granted to users for the sole purpose of assisting in diabetes care. Use of the Service unrelated to this purpose may result in the suspension or termination of access privileges.

Term and Termination. When you purchase a subscription to our Service, the subscription will continue either for the duration set in your purchase, or until either of us terminates it. You can cancel or terminate a subscription at any time (And it's easy. Seriously). If your employer arranged for you to receive the Service, when you leave your employment and/or your employer ceases to provide the Service as a benefit, your subscription will automatically terminate unless we may other arrangements, Until you cancel your subscription, each month, the subscription will automatically renew for an additional month. We can terminate your

subscription, or suspend it, at any time based on your failure to make timely payment, or if you violate any of these Terms of Use. We can also choose at any time not to renew your subscription for the next month.

Miscellaneous. These Terms of Use 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 08-Feb-2021, to clarify the various methods in which you may receive access to our paid Service and for minor editorial changes.

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

Email: supportsquad@popsdiabetes.com

Call at: 1-800-767-7268

