

## **Membership Agreement**

This Membership Agreement (the Agreement) is effective May 10, 2021 by and between the Banana Bariatrics, LLC, hereinafter referred to as Community, accessed via 3927 FLOWERLAND DR NE with a business address of 3927 FLOWERLAND DR NE, BROOKHAVEN, Georgia 30319-1805, and all current and future members of Banana Bariatrics, LLC hereinafter referred to as "Member".

By accessing, browsing or using the Banana Bariatrics website and/or affiliated platforms or by selecting I Accept during the membership registration, you represent that you have read, understand and agree to be bound by the terms and conditions of this Membership Agreement hereinafter referred to as Agreement.

### **1. Nature of the Service**

The Community is a social network facilitating the exchange of personal information between people. This socialization shall include reading the profile pages of other members and possibly even contacting them. The Community provides to its members benefits such as but not exclusive to: helping weight loss surgery patients navigate weight regain and general struggles after bariatric surgery through weekly support groups, educational courses, and mentorship with peers on a similar health journey. The Community works like an online community of internet users. The Member acknowledges that the Banana Bariatrics platform and all affiliated platforms associated with Banana Bariatrics is non-HIPAA compliant, and Banana Bariatrics is not responsible for maintaining compliance with the Health Insurance Portability and Accountability Act (HIPAA).

### **2. User Registration and Information**

Member shall fill in the correct information requested in the User Registration form on the site. Member shall be required to promptly update the User Information on the site. Member shall select a username, password, and email during the User Registration process. Member shall be responsible for: a) all use of the Site made by the Members username, password, and email and b) maintaining the confidentiality of the Members username and password.

### **3. Content**

The Content includes messages and other materials posted to forums, groups, or other locations on the Site by the members of the Community. Member of the Community is deemed to grant the Community the nonexclusive right to post, display, copy, and modify the Content in connection with the operation of the Site and the Community's business. Member is also deemed to authorize the Community to disclose his/her personal data when the Member includes such personal data in the content. All content and media on Banana Bariatrics, LLC website is created and published online for informational purposes only. It is not intended to be a substitute for professional medical advice and should not be relied on as health or personal advice. Links that are labeled "affiliate" - and are posted on our website, media content, social media platforms, and emails- means that Banana receives a small commission if you decide to make a purchase through these affiliate links at no additional cost to you.

#### **3. A) No Medical Advice**

Banana Bariatrics offers a range of services, including but not limited to informational content, interactive tools, and communication platforms, designed to provide information and support related to Bariatric health and wellness. The content available on the platform is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Member should not rely on the information provided on Banana Bariatrics as a basis for making medical decisions. It is important for Member to understand that the use of services provided by Banana Bariatrics does not create a provider-patient relationship.

### **3. B) No Provider-Patient Relationship**

By using the services offered by Banana Bariatrics, Member explicitly acknowledges and agrees that:

- i. The use of Banana Bariatrics services does not create a provider-patient relationship between the Member and Banana Bariatrics or any affiliated individuals.
- ii. Banana Bariatrics and its representatives, including but not limited to administrators, moderators, and content contributors, are not acting as healthcare providers.
- iii. Banana Bariatrics does not intend to establish a professional relationship with Member for the purpose of providing personalized medical advice or treatment.

### **3. C) Consultation with Healthcare Professionals**

Member is encouraged to consult with qualified healthcare professionals for personalized advice, diagnosis, or treatment related to their specific medical conditions. Banana Bariatrics is not a substitute for professional medical care.

### **3. D) Assumption of Risk**

Member understands and assumes the risks associated with relying on information provided by Banana Bariatrics. Banana Bariatrics disclaims any liability for decisions made based on the information presented on the platform.

### **4. Private Facebook Group**

You will have access to a private Facebook group to support you during the Membership. The intention of the Facebook group is to provide community support and a network of individuals for peer mentorship on your bariatric journey. From time to time, Banana Bariatrics Administrators and/or Moderators within the private Facebook group may post and offer support. There is no guarantee that posts will be responded to immediately or that any Facebook mailboxes will be monitored.

Please be advised that we make no guarantees as to the availability of the group and/or the content within the group at any time. Therefore, ensure that you have back-up copies of any information shared within the group.

### **5. Release**

If the Member has a dispute with one or more other Members, the Member shall release the Community (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Banana Bariatrics has the right to expel the Member from any and all platforms associated within the Membership if the

Member commits a violation of the Membership Community Guidelines available for view on the Header and Footer of the website.

## **6. Privacy**

Community shall not sell or rent Members personal information to third parties without Members explicit consent. Community shall store and process Members information on computers located in the United States that are protected by physical as well as technological security devices. However, the Community shall be permitted to access and modify Members information.

**6.A) HIPAA Exclusion:** The Banana Bariatrics platform facilitates video support group calls and content sharing for the purpose of providing support and fostering a sense of community among its members. While the organization is committed to maintaining the privacy and confidentiality of health information, it is important for members to understand that participation in video support group calls and content sharing is not protected by the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that protects the privacy and security of certain health information. However, the protections under HIPAA generally apply to "covered entities" such as healthcare providers, health plans, and healthcare clearinghouses. Banana Bariatrics - inclusive of all administrators, guest speakers, clinicians, and facilitators- is not a covered entity under HIPAA, and as such, the protections afforded by HIPAA do not extend to the activities conducted on this platform.

**6. B) Member Responsibility:** By participating in video support group calls or sharing content on the Banana Bariatrics platforms, members acknowledge and agree that:

- a. The information shared during video support group calls may include personal health information, and members are responsible for exercising caution when disclosing such information.
- b. Banana Bariatrics cannot guarantee the privacy or confidentiality of information shared during video support group calls or through content sharing features.
- c. Members should be mindful of the sensitive nature of health-related discussions and content and are encouraged to avoid sharing information that they are not comfortable making public.

## **6. C) Consent to Non-HIPAA Protection**

Members explicitly consent to the understanding that Banana Bariatrics, LLC is not subject to HIPAA regulations and that the privacy and security protections afforded by HIPAA do not apply to the activities conducted on this platform.

## **6. D) Confidentiality Best Practices**

While Banana Bariatrics endeavors to maintain a secure and supportive environment, members are advised to adopt best practices for safeguarding their own privacy, including avoiding the disclosure of sensitive personal information during video support group calls.

## **6. E) Contact Information**

If members have any questions or concerns about the privacy and security of information shared on Banana Bariatric platforms, they may contact Kate at [info@bananabariatrics.com](mailto:info@bananabariatrics.com). By continuing to participate in video support group calls or sharing content on the Banana Bariatrics

platforms, members affirm their understanding and acceptance of the terms outlined in this notice.

### **7. Indemnity**

Member shall indemnify and hold the Community (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Members breach of this Agreement, or Members violation of any law or the rights of a third party.

### **8. No Agency**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

### **9. Terminating Membership**

Member shall choose to retire or delete the published content from the Community's site and it shall be no longer available or visible to other visitors. Terms regarding the status of the uploaded content shall remain applicable when the Member chooses to terminate the membership. Contents posted to the site, other than the published content, shall not be deleted or retired as a result of the Member's termination.

### **10. Governing Law**

This Agreement shall be construed under and governed in accordance with the laws of the Georgia.

### **11. Arbitration.**

Any dispute arising under this contract shall be resolved under the commercial arbitration rules of the American Arbitration Association.

### **12. Limitation of Liability**

Member shall not hold Community responsible for other user Members content, actions or inactions.

Banana Bariatrics, LLC  
3927 FLOWERLAND DR NE  
Effective December 06, 2023