

The following terms ("Terms of Use") constitute an agreement between Banana Bariatrics, LLC ("Company") and affiliated subscription membership ("Membership"), and you that governs your use of this website and all of its associated services, content, and functionality. This policy applies to the website administered by Company ("Website"), located at bananabariatrics.com.

Your use of the Website constitutes your acceptance of, and agreement to, the following Terms of Use. Company reserves the right to modify, alter, amend or update its Website, policies, and these Terms of Use. These Terms of Use are subject to change without notice. If you do not agree with or do not accept any part of these Terms of Use, you must not use the Website.

YOUR RESPONSIBILITY IN USING THE WEBSITE

The Website was developed strictly for informational purposes. You understand and agree that you are fully responsible for your use of the information provided on the Website. Company makes no representations, warranties, or guarantees. You understand that results may vary from person to person. Company assumes no responsibility for errors or omissions that may appear in the Website.

Your log-in details must remain confidential and you must not disclose this information to a third-party, without the Company's express permission in writing. If you know, or suspect, that your log-in details have been obtained by a third party, you agree to change your password immediately, and provide notification of the same as soon as possible to the Company team at: info@bananabariatrics.com.

USE OF THE WEBSITE

Unless otherwise stated, Company owns the intellectual property and rights to all content and material on the Website. Subject to the license below, all intellectual property rights are reserved.

You may view, download (for caching purposes only), and print pages for your personal use, subject to the restrictions set out below and elsewhere in these Terms of Use.

Unless it is specifically and expressly made available for such purpose, the following uses are not permitted:

- Republication, redistribution, sale, rental, or sub-licensing of content from the Website;
- Reproduction or duplication of any content on the Website for commercial purposes;
- Modification of any content on the Website;

You are permitted to share content on social media channels, as long as you provide a link to the Website on the channel where the content is being shared.

Users are permitted to share images from the Website on digital channels, as long as the image is credited to the Company, with a link to the Website. For example, if you own a website and wish to feature a piece of Company's content, you may insert an image from the Website onto your website, as long as you provide credit and a link back to the Website, more specifically the page where the image was taken.

From time to time, the Website will utilize various plugins or widgets to allow sharing of content via social media channels, email, or other methods. Use of these plugins or widgets does not constitute any waiver of Company's intellectual property rights. Such use is a limited license to republish the content on the approved social media channels only, with full credit to Company.

PRIVACY AND CONFIDENTIALITY

During the course of the Membership you may have access to confidential information in particular the personal affairs of other members. In accepting these Terms, you agree that you will not use or disclose to any person, organization, or company, and shall use your best endeavors to prevent the publication of any confidential information relating to any other member.

You accept that any unauthorized disclosure of personal or confidential information belonging to another may amount to immediate dismissal from the Membership at the Company. Should you decide to leave the Membership, you remain bound by the confidentiality and privacy obligations.

The Membership 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 Company is committed to maintaining the privacy and confidentiality of health information, it is important for you 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. The Company - 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.

By participating in video support group calls or sharing content on the Company 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. The Company 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.

Members explicitly consent to the understanding that the Company 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.

While the Company 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. Should you wish to be recorded during Live Support Group calls, please ensure that your camera is turned off and our name field is changed to "Attendee" with your initials so that support can still be offered but no personal identifiable information will be captured.

PROHIBITED USES OF THE WEBSITE

You must not use the Website in a way that causes, or may cause, damage to the Website or impair the availability of access to the Website. You must not decompile, reverse engineer, disassemble, or otherwise reduce the Website, except to the extent that such activity is expressly permitted by applicable law. You must not use the Website to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or

is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, and/or other harmful code or malicious software.

You must not conduct any systematic or automated data collection activities, including, but not limited to, scraping, data mining, data extraction, or data harvesting on or in relation to the Website without Company's express written permission.

You must not use the Website to transmit or send any unsolicited commercial communications, including, but not limited to, spam comments.

You must not use the Website for any third-party marketing without Company's express written permission.

COPYRIGHT

Unless otherwise noted, the design, content, and all components of the Website are copyrights owned by Company or third parties and are protected by United States and international copyright laws and should not be reused or republished without express written permission.

TRADEMARKS

Company's trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner likely to cause confusion among consumers, or in any manner that disparages or discredits Company or its owners.

From time to time, the Website will legally utilize trademarks owned by third parties. These trademarks are the respective property of their owners and Company makes no claim of ownership.

CONTENT CONTRIBUTED TO THE WEBSITE

In limited circumstances, you may contribute content to the Website, including, but not limited to, comments, posts, or submissions. Any content you contribute to the site, including, but not limited to text, images, audio material, comments, video material, and audio-visual material, must not be illegal or unlawful, may not infringe on any third-party's legal rights, and must not be capable of giving rise to legal action whether against you, Company, or a third party.

Company reserves the right to edit or remove: (i) any material submitted to the Website; (ii) stored on Company's servers; or, (iii) hosted or published on the Website. Company takes no responsibility and assumes no liability for any content posted by you or any third party.

Notwithstanding Company's rights under the Terms of Use, Company does not undertake to monitor the submission of all content to, or the publication of such content on, the Website.

GRANT OF RIGHTS

You grant Company a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute any content you contribute to the Website. This includes, but is not limited to, text, images, audio material, comments, video material, and audio-visual material. This license extends to all known and future media. You also grant Company the right to sub-license these rights and the right to bring an action for infringement of these rights.

COMMENT POLICY

The Website offers the option for you to leave comments, engaging with the Website's posts. The following types of comments will not be tolerated and will be deleted:

- harassment directed toward any content creator or Company;
- spam;
- hate speech;
- defamatory statements regarding Company or any third party;
- references to illegal acts; or,
- comments that may violate the legal rights of a third party.

Company's sole discretion will be used to determine if a comment is in violation of this comment policy. Any comments in violation will be promptly deleted and no further explanation will be due to you if your comment was determined to be in violation with this policy.

MEMBERSHIP FEES AND PAYMENT TERMS

The cost of the Membership is set at the time you subscribe and is exclusive of taxes. On subscription you will agree to either monthly or annual payments via PayPal or Stripe. The Membership is an ongoing subscription with recurring automatic payments. Banana Bariatrics reserves the right to change the content and delivery of the services within the membership and the associated price point at any time. Should this occur, Banana Bariatrics will provide advance notice so that you can decide whether to consider your subscription. Banana Bariatrics will never increase your membership fees without providing at least 28 days' notice and without providing you with advance notification.

REFUNDS AND CANCELLATION

It is the aim of the Company that you will be completely happy with the Membership and that you find support, education, and mentorship. However, we appreciate that there may come a time when you wish to

leave the Membership. As you have instant access to the content from the Company, you will not be entitled to a refund of your subscription fees should you join and then wish to leave. Please consider the details of the Membership carefully before purchasing. All questions should be directed to the Company team at info@bananabariatrics.com.

We reserve all rights to cancel the Membership for any reason without prior notice. In such circumstance a refund will be provided for the remainder of that month or year as applicable.

We may cancel your Membership with immediate effect:

- If you fail to pay your Membership fees by the relevant due date
- If you commit a repudiatory breach of the Terms of this agreement
- If you are non-compliant with our Community Guidelines

AFFILIATE MARKETING

From time to time, the Website may engage in affiliate marketing. This means that if you use an affiliate link to make a purchase, the Website will receive a commission on that purchase. All efforts are made to ensure that affiliate links are disclosed in accordance with the FTC.

TAKEDOWN REQUESTS

From time to time, the Website will publish posts with images from other third-party websites. Any such use is considered fair use under copyright laws and is fully attributed to the owner. If you believe that your copyrighted work has been used on the Website in a way that constitutes copyright infringement and falls outside of fair use, please send a request to info@bananabariatrics.com and we will remove the image within 2 to 5 business days.

COMMUNICATION

If you send Company an email, register to use the Website, or provide your email to Company in any other way, you consent to receive communications from Company electronically. You agree that all legal notices provided via electronic means from Company satisfy any requirement for written notice.

CONTACT AND SCHEDULE

It is the intention that the Membership will run continuously. Should an unforeseen reason arise which cause a Live Support Group to be postponed, they will be re-arranged as soon as possible.

Throughout the Membership, the Company will be available by email (info@bananabariatrics.com) during business hours Monday – Friday (except holidays) from 9am – 5pm EST. If you have a technical concern relating to accessing the Membership, please include “Tech” in the subject line of your email correspondence.

You may see the Company post on social media outside of our business hours. Not all of these posts are Live and some will be pre-scheduled. The Company is passionate about supporting everyone in the Membership and where we can, we may respond to you out of hours but the Company makes no guarantees that this will always be possible.

THIRD PARTIES

The Website may contain links to third-party websites that are not governed or controlled by Company. You represent and warrant that you have read and agree to be bound by all applicable Terms of Use and policies for any third-party website that relate to your use of the Website. Company assumes no control or liability over the content of any third-

party sites. You expressly hold Company harmless from any and all liability related to your use of a third-party website.

Prior to engaging in any events or commercial transactions with any third parties discovered through or linked on the Website, you must complete any necessary investigation or due diligence. If there is a dispute for any events or commercial transactions with a third party discovered through or linked on the Website, you expressly hold Company harmless from any and all liability in any dispute.

NO WARRANTIES

The Website is provided on an "as is" and "as available" basis without any representations or warranties, express or implied. Company makes no representations or warranties in relation to the Website or the information and materials provided therein.

Company makes no warranty the Website will meet your requirements; will be available uninterrupted; timely and free of viruses or bugs; or represents the full functionality, accuracy, and reliability of the Website. Company is not responsible to you for the loss of any content or material uploaded or transmitted through the Website. The Website is written in English and makes no warranty regarding translation or interpretation of content in any language.

LIMITATION OF LIABILITY

COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, EVEN IF THE

OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Membership, our liability shall in no event excess the total of any fees with respect to the Membership received by the Company from you, during the 6 months preceding the date on which the claim arose.

INDEMNITY

You agree to defend, indemnify and hold Company, its members, employees, officers, directors, managers, and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and expenses) which Company suffers as a result of third-party claims based on: (i) your negligence or intentional misconduct, (ii) your breach of any provision of the Terms of Use (including representation or warranty); (iii) materials prepared or provided by you including, but not limited to, any claims of infringement, or misappropriation of copyright, trademark, patent, trade secret, or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; or (iv) death, personal injury, or property damage arising out of, or relating to, your obligations hereunder.

ARBITRATION

The Terms of Use will be governed and construed in accordance with the laws of the State of Georgia. Any controversy or claim arising out of or relating to the Terms of Use, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award

rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of any such arbitration shall be in or near Dekalb County, Georgia. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

MISCELLANEOUS PROVISIONS

If any provision(s) of the Terms of Use is held to be invalid, illegal, or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable.

The Terms of Use may not be assigned by you without Company's prior written consent; however, the Terms of Use may be assigned by Company in its sole discretion.

The Terms of Use are the final, complete, and exclusive agreement of the parties with respect to the Website offered by Company.

All notices with respect to the Terms of Use must be in writing and may be via email to info@bananabariatrics.com for Company and to your email address.

If you have any questions, please contact the Company team at info@bananabariatrics.com. Our team is available to respond to emails between the hours of 8am EST- 5p EST Monday through Friday, excluding all major U.S. holidays.