

Terms and Conditions of Use:  
Effective January 1, 2016

This statement outlines our practices regarding your use of TelaDietitian and right to privacy. TelaDietitian reserves the right to revoke access at any time for any reason. TelaDietitian manages the data for this site. All data is stored in encrypted format that exceeds standards defined by HIPAA. All data transfer is executed using similar standards that meet or exceed HIPAA, and no data is transferred to users that do not have specific data access keys.

**Services of the Site:** TelaDietitian (“**TelaDietitian**”, “**we**”, “**us**”, or “**our**”) operates the website located at **www.teladietitian.com** and other related websites and mobile applications with links to these Terms of Use (collectively, the “**Site**”). We offer online telehealth services in medical nutrition therapy (the “**Services**”) enabling our members (“**Members**”) to report their health history and engage with Registered Dietitians (“**Registered Dietitians**”) to obtain nutrition and appropriate healthcare services (“**Services**”). Telehealth is the delivery of the nutrition services using interactive audio and video technology, where the patient and the Registered Dietitian are not in the same physical location. During your telehealth consultation with a Registered Dietitian, details of your health history and personal health information may be discussed with you through the use of interactive video, audio and other telecommunications technology.

**Acceptance:** By using this site and the TelaDietitian service, you signify your acceptance of the TelaDietitian terms of use and privacy policy. If you do not agree to this policy, you should not use our service. TelaDietitian has the right to limit, suspend, discontinue or deny your access to and use of the Services at any time, and without notice, to anyone who violates these Terms of Use as TelaDietitian considers appropriate or necessary in its sole discretion, including but not limited to (1) security reasons (2) alleged or suspected breach of these Terms of Use, or (3) the protection of intellectual property.

**Web Site Links:** TelaDietitian may offer links to related healthcare sites not managed by TelaDietitian. These website links are for informational purposes only. TelaDietitian does not endorse and has not verified the accuracy of the information on these websites, and the patient should not rely on the information of the website for purposes of treatment and diagnosis.

**Informed Consent:** Statements of TelaDietitian have not been evaluated by the U.S. Food and Drug Administration (FDA) and are not intended to diagnose, treat, cure, or prevent any disease. All suggestions and recommendations by Registered Dietitians should be checked with your physician. The suggestions and recommendations of TelaDietitian do not replace that of a physician. Furthermore, any food and/or meal plan recommendations by a Registered Dietitian should still have general food and safety guidelines followed to prevent food borne illness. Furthermore, patient users should follow appropriate measures to avoid any allergy containing foods to which the onus is on the patient user to avoid. Overall, TelaDietitian as a Site arranges for the provision of care; it does not provide nutrition care. You acknowledge and agree that the Registered

Dietitians using the Site are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all nutrition services, advice, instructions, treatment decisions, and other professional health care services performed, and that all treatments and other appropriate health care services will be provided and performed exclusively by or under the supervision of Registered Dietitians, in their sole discretion, as they deem appropriate.

**Warranties:**

General Warranty: YOU EXPRESSLY AGREE THAT USE OF THE SITE OR SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TELADIETITIAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. YOU SHOULD NOT CONSTRUE THIS CONTENT AS ANY WARRANTY OR RECOMMENDATION OF TREATMENT.

**Governing Law:** These Terms of Use and your use of the website shall be governed by the laws of the Delaware without regard to its conflict of laws principles. Any legal action or proceeding related to this Site shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Delaware.

**Intellectual Property:** The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These terms of use permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site except as generally and ordinarily permitted through the Site according to these terms of use. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

**Termination:** You may deactivate your Account and end your registration at any time, for any reason by sending an email to [hello@teladietitian.com](mailto:hello@teladietitian.com). TelaDietitian may suspend or terminate your use of the Site, your Account and/or registration for any reason at any time. Subject to applicable law, TelaDietitian reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies. After such termination, TelaDietitian will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Treating Providers are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

**Right to Modify:** We may at our sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. Continued use of the Site and/or Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Use, inclusive of such changes.

**Prohibited Uses:** You agree not to: (a) distribute viruses or other harmful computer code, (b) engage in harassing or defamatory behavior, (c) provide unsolicited information on the website, (d) impersonate any person or entity or falsely represent your identification, (e) reverse engineer or disassemble software on Site, (f) sell or modify the content on Site to use for commercial purposes, (g) interfere with operations of the website, or (h) violate any local, state, national or international law.

**Notice:** TelaDietitian may provide notice by e-mail to the e-mail address you provided during the registration, by a general notice on the TelaDietitian Web site, or by written communication delivered by first class U. S. mail or express courier to your address on record in the TelaDietitian account information. You may give notice to TelaDietitian at any time via electronic mail to [hello@teladietitian.com](mailto:hello@teladietitian.com) or by letter delivered by first class postage prepaid U. S. mail or overnight courier to TelaDietitian, 471 North Broadway #363, Jericho, New York 11753 Attn: Customer Service.

**Suggestions, Comments and Submissions:** TelaDietitian welcomes comments, suggestions and submissions by its patient users. Any suggestions, comments and submissions made by patient users, including but not limited to, messages, notes, feedback, artwork, communications, computer code or creative materials provided to TelaDietitian shall become the exclusive property of TelaDietitian. At the time the comment, suggestion, and/or submission is made it shall act as a full assignment to TelaDietitian of all rights whatsoever (copyright, patentability, and intellectual property). TelaDietitian shall have the right to use said comment, suggestion, and/or submission as its own for all legal purposes. This section shall not include any personal information submitted by Customer that would be included as part of the Health Information Portability and Accountability Act of 1996. Please submit comments and suggestions to [hello@teladietitian.com](mailto:hello@teladietitian.com) email address or address section provided in the Notice Section above.

**Calendar and Appointment Times:** The calendar as seen on the Site is based on Eastern Standard Time (E.S.T.). If a customer is outside of the (E.S.T.) time zone it is that Customer's responsibility, at the time of scheduling a consultation and at the time of attendance of their consultation, to accommodate for this difference. TelaDietitian will not refund or reschedule appointments based on an error by patient user based on this issue.

**Force Majeure:** Notwithstanding anything herein to the contrary, TelaDietitian shall not be liable for any losses arising out of the delay or interruption of its performances of any obligations due to any act of God, act of governmental authority, act of public enemy, war, severe weather conditions, or any other cause beyond its control.

**Access and Enrollment:** We hereby grant to you a limited, non-exclusive, nontransferable right to access the Site and use the Services solely for your personal non-commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered into with us (“Access Rights”). In order to access the Site and Services, you represent and warrant that you are at least eighteen years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Use, register for the TelaDietitian Services under your own name and to use the TelaDietitian Services in accordance with this Terms of Use and abide by the obligations hereunder. You agree to fully, accurately and truthfully create your TelaDietitian Account, including, but not limited to, your name, mailing address, phone number, email and password, which become your TelaDietitian ID and credentials. Your TelaDietitian ID and/or credentials are personal to you and you are solely responsible for maintaining the confidentiality of your TelaDietitian ID and credentials, and for all activities that occur under such TelaDietitian ID and credentials. You agree to prohibit anyone else from using your TelaDietitian ID and credentials and you agree to immediately notify TelaDietitian of any actual or suspected unauthorized use of your TelaDietitian ID or credentials or other security concerns of which you become aware. TelaDietitian is not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications carriers. TelaDietitian is not responsible for maintaining information arising from use of the Site or in respect of the Services. TelaDietitian reserves the right to maintain, delete or destroy all communications and information posted or uploaded to the Services in accordance with its internal record retention and/or destruction policies. Only for the duration of being logged into your valid TelaDietitian account, you are hereby granted a non-exclusive, non-transferable temporary license, subject to the terms and qualifications of these Terms of Use to use the Services solely for personal, noncommercial use. The patient user is not granted a license or any other right to store any of the Services (including any portion of the software or documentation) on any computer or other device, or copy or otherwise use such information to create derivative works.

**Child Accounts:** To permit you to access TelaDietitian services on behalf of a minor child of whom you are a parent or legal guardian, you may establish a subaccount under your name. Any such subaccount is subject to these Terms of Use.

**Fraud Prevention:** TelaDietitian may contact you by telephone, mail or email to verify your TelaDietitian account information. TelaDietitian may request further information from you and you agree to provide such further information to ensure you have not fraudulently created your account. If you do not provide this information in the manner requested within 14 days of the request, TelaDietitian reserves the right to suspend, discontinue or deny your access to and use of the Site and Services, until the information is provided by the patient user to TelaDietitian as requested.

**International Use.** TelaDietitian was designed for and intended for users in the United States. TelaDietitian makes no representation that the information and services provided on the site or its services are applicable to, appropriate for, or available outside the

United States. Accessing the services from territories outside of the United States is done at one's own risk.

**Limit of Liability.** IN THE EVENT OF ANY PROBLEM WITH THE WEBSITE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE WEBSITE. UNDER NO CIRCUMSTANCES SHALL TELADIETITIAN AND ITS PARENT COMPANY NUTRIFY BE LIABLE IN ANY WAY FOR YOUR USE OF THE WEBSITE OR ANY OF ITS CONTENT INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSSES OR DAMAGES OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, AND ANY WEBSITE LINKED TO THE WEBSITE, OR THE MATERIALS OR INFORMATION CONTAINED ON ANY OR ALL SUCH WEBSITES. UNDER NO CIRCUMSTANCES SHALL TELADIETITIAN AND ITS PARENT COMPANY NUTRIFY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE TELADIETITIAN AND ITS PARENT COMPANY NUTRIFY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

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