



TERMS OF USE

Smart Meter LLC
6005 Benjamin Road, Suite A
Tampa, Florida 33634

The following terms constitute an agreement between you and Smart Meter LLC, its subsidiaries and affiliates (collectively, the “Company” or “Smart Meter” or “we” or “us”), the operator of SmartMeterRPM.com sites (collectively, the “Website”). This Agreement governs your use of the Website, both as a visitor and a registered user as described below, and purchase, use and/or access to the iGlucose, iBloodPressure, iScale, and iPulseOx service and product franchises (collectively, the “Service”).

By accessing or using the Website and the Service, you agree to be bound by the terms of this Agreement, and you affirm that you are at least 18 years old or have parental or guardian consent, and/or you confirm that you are authorized to enter into agreements on behalf of your organization. To the extent you register on the Website as a registered user, then in addition to the terms that are applicable to all users of the site, the terms that apply only to registered users shall apply to you as well. To the extent you purchase products from the Website, the terms that apply to product purchase, payment, shipment and returns will apply to you and your organization as well.

Changes to Agreement.

Smart Meter may revise these terms of use at its sole discretion. Your use of the Website constitutes your agreement to such changes. Smart Meter may change, modify, suspend, or discontinue any aspect of Service at any time. Smart Meter may also limit certain features or restrict your access to parts or all of the Service without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Service covered in this Agreement.

Registered Users.

To access certain parts of the Website and the Service you must become a registered user. To become a registered user and access the area on the Website reserved for registered users (the “Registered User Area”), the Company requires that you create a username and password as well as provide certain personal information as specified during the registration process.

The Website and the Services Do Not Provide Any Medical Advice.

ALL THE MATERIAL PROVIDED ON THE WEBSITE AND AS PART OF THE SERVICE, SUCH AS TEXT, TREATMENTS, DOSAGES, OUTCOMES, CHARTS, PATIENT PROFILES, GRAPHICS, PHOTOGRAPHS, IMAGES, ADVICE, MESSAGES, FORUM POSTINGS, AND ANY OTHER MATERIAL PROVIDED ON THE WEBSITE AND AS PART OF THE SERVICE ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR TREATMENT. YOU HEREBY AGREE AND ACKNOWLEDGE THAT SUCH INFORMATION SHALL NOT CONSTITUTE MEDICAL ADVICE

FOR YOU OR FOR ANY PATIENTS OR INDIVIDUALS AFFILIATED WITH YOUR ORGANIZATION, DIRECTLY OR INDIRECTLY, WHATSOEVER. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING YOUR HEALTH OR THE HEALTH OF PATIENTS OR INDIVIDUALS AFFILIATED WITH YOUR ORGANIZATION. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. SMART METER DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE WEBSITE OR AS PART OF THE SERVICE. RELIANCE ON ANY INFORMATION PROVIDED BY SMART METER, BY PERSONS APPEARING ON THE WEBSITE OR AT THE PART OF THE SERVICE AT THE INVITATION OF SMART METER, OR BY OTHER REGISTERED USERS IS SOLELY AT YOUR OWN RISK.

Acceptable and Lawful Use of the Website.

Users shall not post or upload any information or other content on the Website that (a) is false, inaccurate or misleading; (b) is obscene or indecent; (c) infringes any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any party; or (d) is defamatory, libelous, threatening, abusive, hateful, or contains pornography. Users shall not interfere with other users use and enjoyment of Website (for example, by harassing, threatening or stalking another participant of a chat room, forum, seminar, or threaded message, including the use of expressions of bigotry, racism, hatred, or profanity).

Users may not use the Website to conduct any activity that is illegal or violates the rights of others, provide instructional information about illegal activities, or promote physical harm or injury against any group or individual.

All registered users represent and warrant that the information they provided when registering as a registered user, and all information that they subsequently provide, is true and accurate and not misleading.

Use of Website.

You may not use any automated means to access the Website, the Service or content or services provided on the Website for any purposes. You may not post content on the Website or as part of the Service that contains any viruses, Trojan horses, worms, time bombs, spiders, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You shall not attempt to make the Website or the Service unavailable through denial-of-service attacks or similar means. You shall not use contact information provided by registered users, or collect information about our registered users, to facilitate the sending of unsolicited bulk communications such as SPAM or SPIM or allow others use of your account to take such actions.

Non-Commercial Use.

The Website and the Service is for the personal use of individual registered users and/or organizations and commercial entities that have an existing business agreement with Smart Meter only and may not be used in connection with any commercial endeavors

without the prior consent of Smart Meter, organizations, companies, and/or businesses may register as such in our population management portal.

Registered User Password and Login Identity.

You are responsible for maintaining the confidentiality of your registered user password and login for the Website and the Service, and are fully responsible for all activities that occur under your password or account with or without your knowledge. If you knowingly provide your login and password information to another person, your registered user privileges to the Website and the Service may be suspended temporarily or terminated. You agree to immediately notify Smart Meter of any unauthorized use of your password or login or any other breach of security.

Links to Other Websites.

The Website may contain links to other websites that are not under the control of Smart Meter. The inclusion of any link does not imply endorsement by Smart Meter of such website and Smart Meter is not responsible for the content of such linked website.

Registered Usership Termination.

You agree that the Company may, with or without cause, immediately terminate your Smart Meter registered usership and access to the Registered User Area, the Website and the Service without prior notice. Without limiting the foregoing, the following may lead to a termination by the Company of a registered user's registered usership and use of the Website and the Service: (a) breaches or violations of this Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated usership cancellation), (d) unexpected technical issues or problems or problems, and (e) extended periods of inactivity. Smart Meter has no obligation to maintain, store, or transfer information or data that you have posted on or uploaded to the Registered User Area to you or your affiliated organization or business entity.

Fees.

Use of the Website is currently free. Smart Meter reserves the right to from time to time change the terms of this Agreement and charge for registered usership and/or to provide additional optional services for a fee with connection to the Website and/or the Service.

Products may be purchased for non-commercial use from www.SmartMeterRPM.com.

Purchases; Other Terms and Conditions.

The Company obligations, if any, with regard to Services are governed solely by the agreements pursuant to which they are provided, and nothing on the Website should be construed to alter such agreements.

Pricing is in U.S. Dollars and does not include taxes, duties, tariffs, or other costs, all of which, if any, shall be borne solely by the Smart *Partner*.

Prices and availability of goods and services are subject to change without notice. Smart Meter may make changes to any Services offered on the Website, or to the applicable prices for any such products or services, at any time, without notice. The materials and content on the Website with respect to products and services may be out of date, and Smart Meter makes no commitment to update the materials or content on the Website with respect to such products and services.

The Company reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether the order has been confirmed and your credit card charged or not. If your credit card has already been charged for the purchase and your order is cancelled, Smart Meter will issue a credit to your credit card account in the amount of the charge.

Individual bank policies will dictate when this amount is credited to your account. If you are not fully satisfied with your purchase, you may return it in accordance with the Company Return Policy.

Paying for Your Order.

Generally, credit and debit cards are not charged until Smart Meter either ship the item(s) to you or confirm availability (at which time you will be charged only for the goods Smart Meter has shipped along with any appropriate taxes or shipping charges). However, Smart Meter may pre-authorize your order amount with your credit or debit card issuer at the time you place the order, which may effect your available credit line. Please contact your credit card issuer for more information. For commercial orders, you will be charged according to the net terms established at the time of contract signing.

Validating Your Order.

After you place an order according to your organization's contract terms or when using our shopping cart, Smart Meter will check the information you give us for validity, by verifying your method of payment or shipping address. Smart Meter reserves the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If Smart Meter rejects your order, Smart Meter will attempt to notify you using the e-mail address you have given us with the order.

Your credit or debit card will normally not be charged if Smart Meter rejects an order, but Smart Meter will process a refund if the charge has been made against your card.

Order Acceptance/Confirmation.

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Smart Meter reserves the right at any time after receipt of your order to accept or decline your order for any reason.

Return Goods Policy.

All sales made through the Website or through an organization's contract are subject to Company Return Goods Policy.

Order Limitations.

Smart Meter reserves the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If Smart Meter rejects your order, Smart Meter will generally attempt to notify you using the e-mail address you gave us when you placed the order.

Smart Meter may, at its own discretion, limit or cancel quantities purchased per person, per household or per order, or per commercial customer. Smart Meter also reserves the right to reject any order you place with us. These restrictions may include orders placed by the same Website account, the same credit card, and orders that use the same billing and/or shipping address. In the event Smart Meter makes a change to an order, Smart Meter will attempt to notify you by contacting the e-mail and/or billing address provided at the time the order was made. Smart Meter reserves the right to limit or prohibit sales to distributors.

Disclaimer of Warranties.

THE WEBSITE, THEIR APPLICABLE THE CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SMART METER DOES NOT MAKE, AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE WEBSITE AND THE SERVICE, THE WEBSITE CONTENT, OR ANY ADVICE OR SERVICES PROVIDED THROUGH THE WEBSITE TO THE EXTENT PERMITTED BY LAW. SMART METER DOES NOT WARRANT THAT ACCESS TO THE WEBSITE, THEIR APPLICABLE CONTENT, OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE WEBSITE OR THE SERVICES WILL BE CORRECTED.

THE ADVICE, RECOMMENDATIONS, INFORMATION, AND CONCLUSIONS POSTED OR EMAILED BY OTHER REGISTERED USERS OF THE WEBSITE ARE NOT IN ANY WAY VETTED, APPROVED OR ENDORSED BY SMART METER, AND YOU USE SUCH INFORMATION AT YOUR OWN RISK.

NOT ALL PRODUCTS SOLD ON THIS WEBSITE HAVE WARRANTIES. WARRANTIES ARE LIMITED TO INDIVIDUAL PRODUCTS WHEN APPLICABLE. REFER TO THE PRODUCT FOR WARRANTY INFORMATION

Limitation of Liability.

EXCEPT WHERE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL SMART METER BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) DUE TO YOUR USE OF THIS WEBSITE, THE SERVICES OR DUE TO YOUR RELIANCE ON ANY OF THE CONTENT CONTAINED OR THE SERVICES.

Indemnification.

You agree to indemnify and hold harmless the Company, its officers, employees, agents, subsidiaries, affiliates and other partners, 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 this Agreement.

International Users.

Smart Meter makes no claims that information on the Website is appropriate or may be used or downloaded outside of the United States. Personal information (“Information”) that is submitted to this Website and the Service will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law and our Privacy Policy. If you are a non-U.S. user, you acknowledge and agree that the Company may collect and use your Information and disclose it to other entities outside your resident jurisdiction. In addition, such Information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for Information that is available in other countries. By providing us with your Information, you acknowledge that you consent to the transfer of such Information outside your resident jurisdiction as detailed in our Privacy Policy. If you do not consent to such transfer, you may not use this Website or the Service.

Registered User Notices.

If you register as a registered user, you agree that Smart Meter may send notices to you by email at the email address you provide when registering to become a registered user (or which you later update using the functionality of the Website or the Service).

Governing Law and Venue.

This Agreement shall be governed by the laws of the state of Florida and the applicable federal laws of the United States of America. All disputes arising under, or in any way connected with Services or use of the Website, shall be litigated exclusively in the state and federal courts residing in the state of Florida, and in no other court or jurisdiction. You hereby submit to the jurisdiction of the state and federal courts of Hillsborough County, Florida.

Miscellaneous Terms.

Smart Meter related logos including, but not limited to, iGlucose, iBloodPressure, iPulseOx, iScale, iECG, SmartRPM, SmartSentinel, Cellular RPM, and SmartTouch are trademarks of Smart Meter LLC. You agree not to display or use these trademarks in any manner without a prior, written permission from Smart Meter.