

## Terms of Use

Effective Date: 2/24/2025



### Introduction

This website (the “Site”) is operated by Serra Diabetics LLC dba Serra Diabetics (“Serra Diabetics,” “we,” “us,” or “our”), along with its subsidiaries, affiliates, agents, and authorized representatives. By accessing, browsing, registering for, or using any services, functions, tools, or resources made available on or through this Site (collectively, the “Services”), you (“you,” “your,” or “user”) are entering into a legally binding agreement and expressly agree to be bound by the terms, conditions, notices, and policies contained herein (“Terms of Use” or “Terms”), including those incorporated by reference such as our Privacy Policy.

**IMPORTANT NOTICE: PLEASE REVIEW THESE TERMS CAREFULLY BEFORE USING THIS SITE. BY ACCESSING OR UTILIZING THIS SITE IN ANY MANNER, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD, AND UNCONDITIONALLY ACCEPTED THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE ALL USE OF THIS SITE AND ITS SERVICES.**

Furthermore, by using this Site, you represent and warrant that you possess the legal authority, capacity, and competence to enter into this agreement and to abide by all conditions of these Terms. You further acknowledge and agree that your use of the Site and the Services shall remain in full compliance with all applicable federal, state, and local laws, statutes, ordinances, regulations, and administrative rules, including but not limited to those governing data protection, e-commerce, health information privacy, and intellectual property.

Products obtained through this website and any related services made available via this platform are not suitable for emergency medical situations. In the event of a medical emergency, immediate in-person care should be sought by contacting emergency services or dialing 911 without delay.

### 1. User Eligibility, Conduct, and Restrictions

By accessing the Site, placing orders, submitting information, or otherwise engaging with any of the Services, you affirm that you are at least 18 years of age, physically located within the United States, and legally competent to form a binding agreement under applicable law. You further agree not to access the Site using any means other than those provided or intended by Serra Diabetics.

Any unauthorized or unlawful use of the Site, whether directly or indirectly, is strictly prohibited and may subject you to civil and/or criminal liability. Such conduct includes, but is not limited to:

Accessing the Site for the purpose of commercial exploitation, resale, or redistribution of any materials without Serra Diabetics’ express written permission; Reverse-engineering, decompiling, modifying, or otherwise tampering with the underlying code, software, systems, or data associated with the Site; Interfering with the functionality, performance, or availability of the Site by engaging in activities such as denial-of-service (DoS) attacks, automated scraping, brute-force attacks, or the transmission of viruses, malware, or any other malicious code; Attempting to gain unauthorized access to any user account, system, or confidential data; Violating or infringing upon Serra Diabetics’ intellectual property rights or those of any third party, including but not limited to copyrights, trademarks, trade secrets, and patents; Using the Site in a manner that could be reasonably interpreted as deceptive, misleading, harassing, abusive, defamatory, or otherwise injurious to any individual or entity.

Any breach of the above provisions will result in the immediate revocation of your access privileges and may trigger legal action, including injunctive relief, damages, and referral to law enforcement or regulatory authorities.

### 2. Orders, Payment, and Transaction Terms

Submission of an order through the Site constitutes a legally binding offer to purchase the products or services described therein, subject to Serra Diabetics’ acceptance and availability. Orders are not deemed accepted until you receive a written confirmation via email from Serra Diabetics or its designated vendor. We reserve the exclusive right to accept, reject, modify, or cancel any order for any reason, including but not limited to availability, pricing discrepancies, or suspicion of fraud.

All prices, promotions, discounts, descriptions, and shipping details are subject to change without notice. Serra Diabetics makes no guarantee regarding the availability of any product or service, and we reserve the right to discontinue any item or limit quantities per customer at our sole discretion.

You represent and warrant that all payment information provided by you is current, complete, and legally authorized for use. You agree to pay all charges and applicable taxes incurred through your use of the Site at the rates in effect at the time they

are incurred. You authorize Serra Diabetics to charge the payment method you provide for any such amounts. If your payment method fails or your account is past due, we may suspend or terminate access to the Services and may engage collection efforts, including legal action, for which you will be responsible for all associated fees, including attorneys' fees, interest, and court costs.

You are strictly prohibited from reselling, redistributing, or otherwise commercially exploiting any products or services obtained through the Site unless expressly permitted in writing by Serra Diabetics.

### **3. Use and Protection of Personal Information**

Your privacy is of critical importance to us. All personal information submitted through the Site is governed by our Privacy Policy, which is incorporated on the Site. By using the Site, you consent to the collection, use, disclosure, and processing of your personal information in accordance with that policy.

Serra Diabetics takes commercially reasonable measures to protect your information; however, we do not guarantee the security of any data transmitted to or from the Site. You acknowledge and accept that electronic communications may be intercepted, altered, or otherwise compromised without Serra Diabetics' knowledge or control. Serra Diabetics disclaims all liability for the unauthorized access or loss of data unless caused by our gross negligence or willful misconduct.

### **4. Termination of Use**

You may discontinue your use of the Site at any time without prior notice. Serra Diabetics, at its sole discretion and without liability, reserves the right to suspend, restrict, or terminate your access to the Site or Services, in whole or in part, with or without cause, notice, or explanation. Grounds for termination may include, but are not limited to, violation of these Terms, misuse of the Services, fraud, or suspected illegal activity.

Upon termination, any rights or licenses granted to you under these Terms shall immediately cease, and Serra Diabetics shall not be responsible for any damages, losses, or claims arising from such termination.

### **5. Modifications to Terms**

Serra Diabetics reserves the absolute and unrestricted right to revise, amend, supplement, or otherwise modify these Terms at any time, with or without notice. Any such modifications shall become effective immediately upon posting on the Site. Your continued use of the Site following any such updates constitutes your agreement to be bound by the modified Terms.

It is your responsibility to periodically review the most current version of these Terms. If you do not agree with any modifications, your sole and exclusive remedy is to cease using the Site.

### **6. No Medical Services or Advice**

The information and materials presented on this Site, including any communications or content provided via the Services, are offered solely for informational and educational purposes and do not constitute medical advice, diagnosis, or treatment. Serra Diabetics is not a healthcare provider, and we do not offer clinical services through the Site. Always consult a licensed physician or qualified healthcare provider before making any changes to your medication, initiating treatment, or taking any health-related action based on information obtained through this site.

You acknowledge that your use of the Site does not create a provider-patient relationship. Any actions taken based on the content or Services are at your sole discretion and risk. Always consult a licensed medical professional for diagnosis and treatment decisions. Do not rely on this Site for emergencies. Call 911 or seek immediate in-person care in such situations.

### **7. Ownership and Intellectual Property**

All materials, data, content, and designs displayed on or accessible through the Site, including but not limited to text, photographs, icons, logos, artwork, graphics, compilations, audio, video, trademarks, and service marks (collectively, the "Content"), are the sole property of Serra Diabetics or its licensors, and are protected by U.S. and international laws concerning copyrights, trademarks, and other proprietary rights.

Except as explicitly authorized in writing by Serra Diabetics, you may not copy, reproduce, modify, republish, transmit, distribute, create derivative works of, display, or otherwise exploit any Content, in whole or in part.

## **8. License and Permitted Use**

Subject to compliance with these Terms, Serra Diabetics grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Site for personal, non-commercial purposes. This license does not include any rights to:

Sell, lease, or commercially use the Site or its contents; Collect or use product listings, descriptions, or pricing information for competitive purposes; Create derivative works or otherwise modify the Site content; Use data mining, bots, or similar data collection tools.

Any unauthorized use of the Site will immediately terminate the granted license and may result in civil and/or criminal penalties.

## **9. Disclaimer Regarding Data Security**

Transmission of data over the internet is inherently insecure. While Serra Diabetics utilizes industry-standard practices to safeguard information, we cannot and do not guarantee the security of data during transmission or storage. You assume full responsibility for any risk of data loss, corruption, unauthorized access, or disclosure that may occur in connection with your use of the Site.

## **10. Third-Party Sites and Resources**

The Site may contain links to external websites or resources provided by third parties. These links are provided for convenience only, and Serra Diabetics does not control, endorse, or assume any responsibility for the content, functionality, policies, or practices of any third-party site.

You acknowledge and agree that Serra Diabetics shall not be liable for any damages or losses arising from your use of third-party websites, even if linked from this Site. Access to such third-party content is solely at your own risk including, but not limited to, any risks associated with destructive viruses.

## **11. Warranty Disclaimer and Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SITE, INCLUDING ALL INFORMATION, SERVICES, PRODUCTS, AND CONTENT, IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. SERRA DIABETICS DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, SECURITY, RELIABILITY, OR NON-INFRINGEMENT.

IN NO EVENT SHALL SERRA DIABETICS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERRA DIABETICS' MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED TEN U.S. DOLLARS (\$10.00).

## **12. Governing Law and Jurisdiction**

These Terms shall be interpreted, enforced, and governed in all respects by the laws of the State of New York, without regard to conflict of law principles. Any dispute, controversy, or legal proceeding arising out of or related to these Terms shall be brought exclusively in the state or federal courts located in Westchester County, New York, and you irrevocably consent to the personal jurisdiction and venue of such courts.

You agree not to bring any claim or action relating to the Site or Services outside of the prescribed jurisdiction, and you waive any right to participate in a class action or class-wide arbitration proceeding.

## **13. Contact Information and Complaints**

For any questions, concerns, or legal inquiries regarding these Terms or the Services, please contact:

Serra Diabetics Customer Care

c/o Privacy Officer

Serra Diabetics LLC dba Serra Diabetics

293 Route 100, STE 210

Somers, NY 10589

Phone: 1-914-485-1101

Email: [regulatory@serradiabetics.com](mailto:regulatory@serradiabetics.com)

California Residents: You may also reach the California Department of Consumer Affairs' Complaint Assistance Unit at 1625 North Market Blvd., Sacramento, CA 95834, or by phone at (916) 445-1254 or (800) 952-5210.

#### **14. Miscellaneous Legal Provisions**

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and all remaining provisions shall remain in full force and effect.

We may update this Terms of Use periodically to reflect changes in our practices, technologies, or legal requirements. Material changes will be communicated as required by law and posted on our website with an updated effective date. Continued use of our services after changes constitutes acceptance of the updated policy. We encourage you to review this Terms of Use periodically to stay informed about how we are protecting your privacy.

No waiver of any provision or breach of these Terms shall constitute a continuing waiver or a waiver of any other provision or subsequent breach. The headings and section titles in these Terms are for convenience only and have no legal or contractual effect.

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Serra Diabetics. Any unauthorized assignment shall be null and void.