

# DIABCO LIFE SCIENCES, LLC

484 East Carmel Drive # 204  
Carmel, IN 46032 • 317-697-9988

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### **1. DEFINITIONS**

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User expressly agrees to refrain from doing, either personally or through an agent, any of the following:

- a) Use any device or other means to harvest information about other Users.

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b) Transmit, install, upload or otherwise transfer any virus or other item or process to the site that in any way affects the use, enjoyment or service of the site.

c) Transmit, install, upload or otherwise transfer any virus or other item to the site that in any way affects the use, enjoyment or service of any User's or Diabco employee's computer or other medium used to access the site.

d) Post any material on the site that is offensive to any other User. Diabco maintains the exclusive right to determine what is offensive.

e) Post or store on the site any content that violates or infringes the intellectual property rights of others (including but not limited to copyrights, trademarks, trade secrets, patents and publicity rights).

f) Modify the information, including headers, found on the website.

g) Transmit, install, upload or otherwise transfer to the site any unauthorized advertisement or communication.

h) Engage in any action which Diabco determines is detrimental to the use and enjoyment of the website.

i) Use the website for any unlawful or defamatory means.

j) Transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or post any information that could result in civil unrest.

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## 7. INDEMNIFICATION

User agrees to defend, indemnify and otherwise hold harmless Diabco and its officers, directors, agents, employees and assigns from and against any cause of action or claim, including legal fees, related to User's use of the site.

## 8. SECURITY

Users are prohibited from violating or attempting to violate the security of the site. Diabco will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

## 9. TERMINATION OF AGREEMENT

Either Diabco or User may terminate this Agreement at its discretion. In addition to Diabco's other rights, Diabco may terminate access to this site or cancel membership to any service that Diabco provides on the site, if User breaches this Agreement in any way or engages in conduct that Diabco deems inappropriate. In the event of termination of this Agreement, the provisions in this paragraph and the provisions found in paragraphs 3, 4, 5, 6, 7, 8 and 12 shall survive.

## 10. LINKS

Links to this website are welcome, provided that the link is to the homepage only. However, Diabco requires notification by electronic or postal mail of another website's intentions of linking to the site prior to creating a link. Diabco reserves the right to terminate any link found on the site at any time.

## 11. COPYRIGHT PROTECTION

Diabco honors the intellectual property rights of others and asks the same of Users of the site. Diabco may, in its sole discretion, terminate the accounts or access rights of Users whose actions infringe or otherwise violate the intellectual property rights of others. If you believe your work has been infringed, please provide Diabco with the following information:

a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

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- b) Identification of the copyright work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Diabco to identify the material;
- d) Information that is reasonably sufficient to permit Diabco to contact the complaining party, such as address, telephone number and, if available, e-mail address;
- e) A statement that the complaining party has a good faith belief that use of the material in a manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Diabco can be contacted at:**

Diabco Life Sciences LLC  
484 East Carmel Drive #204 Carmel, IN 46032  
317-697-9988  
[info@healthydiabetic.com](mailto:info@healthydiabetic.com)

## **12. MISCELLANEOUS**

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