

LIBRELINKUP PRIVACY NOTICE AND TERMS OF USE
Effective Date: October 22 2016

Please read this agreement carefully before downloading and using the LibreLinkUp app which connects you to the LibreView system. This document is a legal agreement between you and Abbott Diabetes Care Inc. This agreement covers:

- Collection and use of your personal information (Privacy Notice), and
- Use of the LibreView system (Terms of Use)

Abbott Diabetes Care Inc. (“Abbott”) is the developer of FreeStyle Libre sensors for the FreeStyle Libre flash glucose monitoring system (“FreeStyle Libre sensor”) and is the data controller of your personal information, transmitted to and stored within the LibreView data management system (“LibreView system”). The LibreView system is a secure, cloud-based diabetes management system intended for use by individual users of the FreeStyle Libre sensor.

Newyu, Inc. is the developer of the LibreLinkUp app (“LibreLinkUp app”). Newyu has developed the LibreLinkUp app as part of the LibreView system, for which Newyu holds the marketing authorisations/registrations including the CE Mark. The LibreLinkUp app allows you, once you have been invited, to view the glucose readings of your family members and/or friends where they elect to share with you the data they store in the LibreView system. Once you are connected, you will be able to view their glucose readings to support them with their diabetes health management program.

THE LIBREVIEW SYSTEM IS NOT INTENDED FOR THE DIAGNOSIS OF OR SCREENING FOR DIABETES MELLITUS. USERS SHOULD BE AWARE THAT THE LIBREVIEW SYSTEM IS MERELY AN INFORMATION MANAGEMENT SERVICE AND IS NOT INTENDED AS A SUBSTITUTE FOR THE ADVICE OF A HEALTH CARE PROFESSIONAL. INDIVIDUALS USING THE LIBRELINKUP APP TO RECEIVE INFORMATION ABOUT PERSONS WITH DIABETES SHOULD ALWAYS CONSULT A HEALTH CARE PROFESSIONAL IF THEY HAVE ANY QUERIES OR CONCERNS ABOUT DIABETES MANAGEMENT.

YOUR USE OF THE LIBREVIEW SYSTEM CONSTITUTES, AND IS CONDITIONED UPON, YOUR AGREEMENT TO BE BOUND BY THIS PRIVACY NOTICE AND TERMS OF USE AND YOUR CONSENT TO THE PROCESSING OF YOUR PERSONAL INFORMATION. IF YOU LIVE OUTSIDE THE UNITED STATES, ABBOTT’S DATA PROCESSOR, NEWYU, MAY NEED TO ACCESS YOUR PERSONAL INFORMATION AND YOUR USE OF THE APP IS FURTHER CONDITIONED UPON YOUR CONSENT TO THE ACCESS AND TRANSFER OF YOUR PERSONAL INFORMATION. BY CLICKING “ACCEPT”, YOU EXPLICITLY CONSENT AND AGREE THAT THIS PRIVACY NOTICE AND TERMS OF USE WILL APPLY TO YOUR USE OF THE LIBREVIEW SYSTEM. IF YOU DO NOT AGREE TO THIS PRIVACY NOTICE AND TERMS OF USE, DO NOT DOWNLOAD THE APP AND DO NOT SET UP A LIBREVIEW SYSTEM ACCOUNT.

(A) LIBREVIEW SYSTEM PRIVACY NOTICE

Abbott (“us”, “our”, “we”, or “Abbott”) recognises the importance of data protection and privacy and is committed to protecting your personal information. Abbott Diabetes Care Inc., of 1240 Harbor Bay Parkway, Suite 290, Alameda, CA 94502, USA, is the data controller of all personal information transmitted to the LibreView system.

This Privacy Notice explains how we handle the personal information that you provide to us when creating a LibreView system account via the LibreLinkUp app.

Please read this Privacy Notice before creating an account in the LibreView system and consenting and agreeing to the submission of your personal information to us.

What does this Privacy Notice apply to?

This Privacy Notice applies only to the personal information you submit when creating a LibreView system account and any customer services we provide that are connected to your use of the LibreView system.

In future, you may also be able to access your account for the LibreView system via a website domain, depending on your country of residence. Use of any LibreView website will be subject to a separate Privacy Notice. This Privacy Notice does not apply to any other personal information provided by you or collected from you by Abbott.

What information does this Privacy Notice govern?

This Privacy Notice covers the following information:

- Your LibreView system account profile, which includes your name, email address, date of birth and country.

We will also receive information about your mobile device, including information about your operating system and other troubleshooting and analytical data to help us provide the LibreView system to you.

How does Abbott use personal information?

Abbott will use your personal information in the following ways:

- to provide you with a LibreView system account so that your family members or friends may share their glucose readings stored in the LibreView system with you via the LibreLinkUp app.
- to respond to your questions or respond to your request for support, including troubleshooting any performance issues.
- to better understand how you interact with and use the LibreView system, including its functionality and features.

How does Abbott use other types of information?

We use information obtained from your mobile device in providing you with a LibreView system account and to help us fix any issues with the LibreView system.

We also use de-identified, pseudonymised, aggregated and/or anonymised information, which is information from which Abbott cannot identify you individually, for the following reasons:

- to create, access, retain, use and disclose to our affiliated companies, to third party researchers or health care entities or professionals for research and analysis.
- to evaluate how the LibreView system is provided and used, including its performance or impact on users (including base user demographics, such as geography), to validate upgrades, and to keep the LibreView system safe and secure.
- for product development, data analysis or statistical and survey purposes.
- to research, develop and test, including new functionality and features and improve the LibreView system.

Does Abbott share personal information with third parties?

We only share personal information with our third party suppliers so that we may provide, maintain, host and support the LibreView system. Newyu, which holds the marketing authorisations/registrations for the LibreView system, will process personal information on our behalf as a third party supplier.

The hosting of your LibreView system account in the cloud is by Amazon Web Services in Europe, unless you live in France where your personal information will be hosted in France by Orange Business Services, accredited by the ASIP Santé to host medical data. Where we provide your personal information to third party suppliers to assist us with the provision of your LibreView system account,

they are required to keep your personal information confidential and secure and to use your personal information to the minimum extent necessary.

We may share personal information with third parties (including affiliated Abbott companies) with whom we are jointly marketing a product or service or jointly conducting a program or activity. We also may share personal information with third party providers where you have expressly asked us to do so. We will not sell or licence personal information to third parties except in connection with the sale, merger or transfer of a product line or division, so that the buyer can continue to provide you with information and services. For the avoidance of doubt, we will never sell personal information for commercial purposes to third parties and we may only share personal data with third parties where consent, where required, has been provided consent or where permitted by applicable law.

We reserve the right to disclose your personal information to respond to authorised information requests from government authorities, to address national security situations or when otherwise required by law. Furthermore, where permitted or required by law, we may also disclose the information we collect from you where we believe it is necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of this Privacy Notice or as evidence in litigation in which we are involved. Your personal information may be subject to foreign laws and may be accessible by foreign governments, courts, law enforcement and regulatory agencies.

How does Abbott secure personal information?

We have implemented administrative, technical and physical safeguards to protect your personal information, including health related information, from unauthorised or unlawful access, accidental loss, destruction, damage, misuse, disclosure and alteration, including through the use of cryptographic technologies. Abbott restricts access to personal information by its employees on a need to know basis. Please keep in mind that no internet or WiFi transmission is 100% secure, so please exercise caution when uploading personal information, especially health related information, to your LibreView system account.

You are responsible for protecting against unauthorised access to your LibreView system account. We recommend securing access to your mobile device by logging-out, choosing a robust password that nobody else knows or can easily guess, and keeping your account information and password private. Abbott is not responsible for any lost, stolen or compromised passwords or for any activity on your LibreView system account from unauthorised users where caused by you. If you think your account has been compromised, please contact us as soon as you are able at libreviewprivacy@newyu.com.

Where does Abbott store and transfer personal information?

The personal information transmitted to the LibreView system will be stored in the cloud on secure servers. If you select a country in Europe as your country of residence, your personal information is hosted on servers within the European Union. If you select France as your country of residence, your personal information will be hosted in France by Orange Business Services, accredited by the ASIP Santé to host medical data. If you select the United States as your country of residence, your personal information is hosted on servers in the United States. If you select a country within another region such as the Asia Pacific or Latin America as your country of residence, your personal information will be hosted on servers within that region or otherwise in accordance with the data storage and privacy requirements of your country/region.

We may occasionally need to access or view or transfer your personal information, such as your name and email address via a secure network from the United States to the extent it is necessary for us to provide you with technical support or to troubleshoot any system issues in relation to your LibreView system account. We do this because it is necessary to support the service you are downloading and agreeing to under the Terms of Use.

YOU AGREE THAT BY CREATING A LIBREVIEW SYSTEM ACCOUNT AND BY ACCEPTING THIS PRIVACY NOTICE, YOU CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION AND TO THE ACCESS OF YOUR PERSONAL INFORMATION.

Will Abbott send me marketing material?

Abbott (or its affiliates) may send you advertising and marketing-related information about diabetes care or their other products and services if (where required by law) you opted-in to receive such communications when you set up your LibreView system account profile. You may receive marketing information which is tailored to your specific needs based on the information in your LibreView system account. We may also invite you to participate in surveys about our products, provide you with news and newsletters, or to notify you about special offers and promotions. These materials may be sent by us or by one of the companies in the Abbott Group. You may opt out from receiving marketing-related communications by either clicking on the unsubscribe link at the bottom of marketing-related emails we send you, by changing your LibreView preferences or by contacting us at libreviewprivacy@newyu.com. We will process opt-out requests without undue delay.

Neither Abbott nor its affiliates or licensors will send advertising or marketing related information to children.

How does Abbott protect the privacy of children?

We do not permit children to create a LibreView system account via the LibreLinkUp app. We do not knowingly collect or use any personal information from children via the LibreLinkUp app. If you are a parent or guardian and become aware that your child has attempted to set up a LibreView system account using the LibreLinkUp app or has attempted to provide us with information directly, please contact us using one of the methods specified below, and we will work with you to address this issue.

How may I access and/or correct my personal information?

You may correct your profile information through the LibreView system account settings within the LibreLinkUp app.

Depending on your country of residence, you may have the right to access the personal information we hold about you and/or request we correct, delete or take other action in connection with your personal information, subject to applicable law. To request the exercise of these rights, please contact us at libreviewprivacy@newyu.com.

How do I delete my LibreView system account?

If you would like to delete your LibreView system account, please contact us at libreviewprivacy@newyu.com. Please be aware that if you delete your account, we will retain aggregated and de-identified information and may need to retain certain personal information as required by law.

Once your LibreView system account and any associated personal information has been deleted, you will no longer have access to the LibreView system and deletion of your account may be irreversible. You may not therefore be able to reactivate your LibreView system account or retrieve any of this information.

We will notify you in advance so that you have an opportunity to ensure your account stays current and available for your use. Please note that if any family member and/or friend sharing their glucose readings with you deletes their LibreView system account, you will no longer be able to view their glucose readings.

Abbott reserves the right to delete inactive LibreView system accounts after 6 months.

How can I contact Abbott?

If you have questions or comments about our privacy practices, please contact us by clicking on the “Contact Us” link on one of our web sites, or emailing us at libreviewprivacy@newyu.com. Alternatively, you may send a letter to the following address:

Attn: Legal Department
Abbott Diabetes Care Inc.
1420 Harbor Bay Parkway, Suite 290
Alameda, CA 94502
USA

In all communications to us, please include the email address used to create your LibreView system account and a detailed explanation of your request.

If you would like us to amend or delete the personal information we hold about you and are contacting us by email, please put “Amendment Request” or “Deletion Request”, or other right as applicable, in the subject line of the email. If you would like to access the personal information we hold about you, please put “Access Request” in the subject line of the email. We will do our best to respond to all reasonable requests in a timely manner, or at the very least, in accordance with any applicable legal requirement.

For French Users

Pursuant to the Law n° 78-17 of the 6 January 1978 on Information technology, data files and civil liberties, the Data Controller for your LibreView account is Abbott Diabetes Care, Inc., 1420 Harbor Bay Parkway, Suite 290, Alameda, California 94502 United States.

Abbott Diabetes Care processes your personal data for the purpose of providing your LibreView account as more fully set out in “How does Abbott use personal information?”, except that Abbott will not send you any tailored marketing information. Abbott will also process information obtained from your computer and browser when you use the Site, including to help us fix any issues with the LibreView system. We will not use your data for the other purposes, in particular, analytics as further described in the section entitled “How does Abbott use other types of information?” The section entitled “Will Abbott send me marketing material?” does not apply to users in France. You consent to the processing of your personal data and sensitive personal data as set out herein.

The recipients of the data are its data processors involved in storing and hosting of your account, in particular, Orange Business Services, an accredited health data host located in France. Orange may provide customer support related to the hosting of your data. In exceptional circumstances where Orange is unable to resolve the customer support issue, Newyu based in the United States, may need to access the servers and/or access your data to resolve the customer support issue related to your account, and you consent to a transfer of your data to Newyu for the purpose of receiving such support. We will not share your data with any other third parties, including any other affiliated Abbott companies nor will we transfer your data for any other reason.

You have a right of access and rectification concerning information related to you. You can access information about you by contacting us at libreviewprivacy@newyu.com, at Abbott Diabetes Care at the above address or by writing to Abbott Diabetes Care France (Diabétologie), Bâtiment Cologne, 12 Rue de la Couture, BP 20235, 94518 Rungis Cedex . You can also, for legitimate reasons, oppose the processing of your personal data.

Changes to this Privacy Notice

If we change our privacy practices, an updated version of this Privacy Notice will reflect those changes. You will be alerted to updates simultaneously with your being asked to install an update to the LibreLinkUp app. This means that when you install an updated version of the LibreLinkUp app on your mobile device, you will also be notified if there is a new version of this Privacy Notice and will be prompted to read and accept it so that you can continue to access and use your LibreView system

account via the LibreLinkUp app. Without prejudice to your rights under applicable law, we reserve the right to update and amend this Privacy Notice without prior notice to reflect technological advancements, legal and regulatory changes and good business practices to the extent that it does not change the privacy practices as set out in this Privacy Notice.

If you do not agree to the changes to the Privacy Notice, you should request deletion of your LibreView system account by contacting us at libreviewprivacy@newyu.com.

(B) LIBREVIEW SYSTEM TERMS OF USE

1. General: The LibreLinkUp app, developed and provided by Newyu, Inc., allows you, once you have been invited, to view the glucose readings of your family members or friends where they elect to share with you the data they store in the LibreView system. Once you are connected, you will be able to view their glucose readings to support them with their diabetes health management program. Newyu, Inc. holds the marketing authorisations/registrations for the LibreView system.

Use of the LibreView system may require: compatible devices; internet access or data usage (charges may apply); certain software (fees may apply); and periodic updates, and the performance of the LibreView system may be affected by these requirements. Abbott only permits one LibreView system account per email address and reserves the right to limit the number of devices associated with a LibreView system account. You agree that meeting these requirements is your responsibility.

2. LibreView System Account: The LibreLinkUp app allows you to view the FreeStyle Libre glucose readings of those of family members or friends that have opted to share their diabetes related information they store in the LibreView system with you. The LibreLinkUp app is your gateway to creating a LibreView system account in which your personal information will be stored. To create a LibreView system account via the LibreLinkUp app you acknowledge that you must be aged 18 or over, or such other age as local law defines as an adult. Do not reveal your LibreView system account information to anyone else. You acknowledge and agree that the LibreView system is designed and intended for personal use on an individual basis and you should not share your LibreView system account and/or password details with another individual. You are responsible for maintaining the confidentiality and security of your LibreView system account and for all activities that occur on or through it. You agree to notify Abbott if you become aware of a security incident or breach affecting your LibreView system account, including where you believe your password may have been compromised. Abbott is not responsible for any lost, stolen or compromised passwords or for any activity on your LibreView system account from unauthorised users or for any losses arising out of or in connection with the unauthorised use of your LibreView system account where caused by you.

Provision of a LibreView system account is subject to your agreement to and compliance with all the terms and conditions of this Terms of Use. You will be responsible for obtaining and maintaining any internet connections, computing equipment and supplies necessary for you to receive, access and use the LibreView system. You agree to only use the LibreView system as expressly permitted herein. Abbott and its affiliates and its suppliers own all rights, titles and interests in and to the LibreView system.

To use the LibreView system you must enter some of your personal information, including your country, name, date of birth, email address and password, to create your LibreView system account. You agree to provide accurate and complete information when you register with, and as you use, the LibreView system, and you agree to keep your LibreView system account information accurate, current and complete.

3. Limitations on Use: You agree to use the LibreView system only for purposes permitted by this Terms of Use, and only to the extent permitted by any applicable law, regulation or generally accepted practice in the applicable jurisdiction. If your use of the LibreView system or other behaviour intentionally or unintentionally threatens Abbott's ability to provide the LibreView system, Abbott shall be entitled to take all reasonable steps to protect the LibreView system, which may include suspension of your access to the LibreView system or termination of your LibreView system account. Nothing in this Terms of Use shall be construed to convey to you any interest, title or license in a LibreView

system account or similar resource used by you in connection with the LibreView system. You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the LibreView system (or any part thereof) for any purpose.

4. Permitted Uses of your LibreView System Account: This Terms of Use allow you to set up a LibreView system account: (i) if you are an individual user for yourself or other adult (anyone 18 or older) in your household for personal, non-business use by you and other members of your household; or (ii) if you are a professional or organisational user, you may create a LibreView system account over your organisation's network, for use by any employee or other individual authorised by your organisation, unless you are located in France where use of the LibreLinkUp app by professional users is not permitted.

5. Prohibited Uses of your LibreView System Account: You agree that you will NOT use the LibreView system to:

(a) access the glucose readings of any individual that has not elected to share their LibreLink glucose readings with you;

(b) pretend to be anyone you are not or misrepresent who you are or otherwise misrepresent your affiliation with any person (including a child) by inducing them to share their LibreView system account information with you. Abbott reserves the right to reject or block any LibreView system account or email address which has or could be deemed to viewed or otherwise accessed another individual's LibreView system account without having obtained that person's prior authorisation ;

(b) engage in any infringement of Intellectual Property Rights (including uploading any content to which you do not have the right to upload);

(c) interfere with or disrupt the LibreView system (including accessing the LibreView system through any automated means, like scripts or web crawlers), or any servers or networks connected to the LibreView system, or any policies, requirements or regulations of networks connected to the LibreView system (including any unauthorised access to, use or monitoring of data or traffic thereon);

(d) monitor, gather, store, view or otherwise access any personal information, including health information, of any persons using an Abbott FreeStyle Libre flash glucose monitoring system without first having received their prior consent or without otherwise being authorised to do so;

(e) reverse engineer, decompile, disassemble, decode, create derivative works of, gain access to the source code, or modify the LibreView system except and then solely to the extent permitted under applicable law; and/or

(j) take a screenshot of the data displayed on the LibreLinkUp app and share that data with other persons, without having obtained the prior consent of the person who elected to share their LibreView system account information with you.

6. Support: Free technical support is available by going to the LibreView.com support site and clicking on the "Contact Support" link. Enquiries will be directed to the appropriate support teams.

7. Availability and Accuracy of Information: The LibreView system, or any feature or part thereof, may not be available in all languages or in all countries and Abbott makes no representation that the LibreView system, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the LibreView system, you do so at your own initiative and are responsible for compliance with any applicable laws. Any information visible to you via the LibreLinkUp app and stored in the LibreView system is based exclusively on glucose, ketone and insulin data and other information provided by third parties. Abbott makes no representations or warranties regarding the accuracy, completeness, reliability or timeliness of any data or content displayed on LibreLinkUp that has been provided by third parties, or of any data stored by you in the LibreView system. In particular, Abbott makes no representations or warranties that any information

based on such data will be in compliance with government regulations requiring disclosure of information.

8. Changing LibreView System Terms of Use: Abbott reserves the right at any time to modify this Terms of Use and to impose new or additional terms or conditions on your use of the LibreView system. Such modifications and additional terms and conditions will be communicated to you by being displayed on-screen when you next use the LibreView system via the LibreLinkUp app and, if accepted, will be effective immediately and will be incorporated into this Terms of Use. In the event that you refuse to accept such changes, Abbott will have the right to terminate this Terms of Use and your LibreView system account. You agree that Abbott shall not be liable to you or any third party for any modification or cessation of the LibreView system.

(a) For Users in the EEA and Switzerland: You will be notified of any changes to this Terms of Use when you login to the LibreView system via the LibreLinkUp app. Changes will be considered to have been accepted by you unless you inform Abbott in writing or by using electronic means agreed upon by Abbott. Abbott will draw your attention to this fact when changes are announced. If you should decide to object to any change, you must do so within six weeks after receipt of announcement of the change. In the event of an objection, Abbott may terminate your LibreView system account upon four weeks' notice. Provision 8 does not apply to users located in the EEA and Switzerland. **Additional Information for German Users:** You will be able to store or print out changes to the Terms of Use in legible form.

9. Deletion of your LibreView System Account: You may delete your account at any time. Your LibreView system account and all information, including personal information, stored in your LibreView system account will be deleted upon receipt and processing of your delete request. Please be aware that it may take up to 72 hours to process your request. Abbott may make any and all of your information collected anonymous and untraceable to you, and may therefore dispose of the data in any manner, including but not limited to any change, alteration or transfer of the same. Abbott has no responsibility for retaining/storing or backing up your LibreView system account. Abbott is not responsible for unauthorised access to, use of or alteration of your information. If you email, back up, take a screenshot of the LibreLinkUp app, or otherwise share any of your personal information or information displayed from others, that information may not be encrypted and Abbott will have no ability to manage the privacy or security of that information. You should take the steps that you determine are appropriate to protect the security of such information. Unless otherwise required by law, you agree that your LibreView system account is non-transferable and that any rights to have a LibreView system account or any data stored in the LibreView system will terminate upon your death. Upon receipt of a copy of a death certificate your LibreView system account may be terminated and all data within deleted. Email libreviewprivacy@newyu.com for further information.

10. Third Party Systems and Products: The LibreView System: YOU ACKNOWLEDGE THAT YOU WILL BE USING THE LIBREVIEW SYSTEM IN CONNECTION WITH THE LIBRELINKUP APP, WHICH IS OUTSIDE THE CONTROL OF ABBOTT. ABBOTT MAKES NO INDEPENDENT CLAIMS AS TO THE VALIDITY, ACCURACY, RELIABILITY OR STATUS OF THE LIBRELINKUP APP. Any third party products that are licensed or provided to you are subject to the terms and conditions of the purchase agreement, software licence agreement, end user licence agreement, or services agreement accompanying such third party product in whatever form, including electronic license terms or other form accepted at time of download or purchase. Your use of any third party products shall be governed entirely by the terms and conditions of such agreement.

11. No Medical Advice: THE LIBREVIEW SYSTEM IS NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. INDIVIDUALS SHOULD ALWAYS SEEK THE ADVICE OF A DOCTOR OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL WITH ANY QUESTIONS THEY MAY HAVE REGARDING A MEDICAL CONDITION. INDIVIDUALS SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF INFORMATION DISPLAYED ON THE LIBRELINKUP APP. ABBOTT IS NOT A PROVIDER OF MEDICAL CARE AND ABBOTT IS NOT RESPONSIBLE FOR NOTIFYING YOU OR ANY INDIVIDUAL'S DOCTOR OR OTHER HEALTHCARE PROFESSIONAL(S) OF ANY CHANGES IN GLUCOSE READINGS. The LibreView system is designed to help individuals using the LibreLinkUp app to support those members of their family or friends using the FreeStyle Libre sensors to manage their diabetes

through information, analysis and communication. YOUR DECISION TO TAKE ACTION BASED ON ANY INFORMATION ON THE LIBREVIEW SYSTEM OR ON ANY INFORMATION DISPLAYED ON THE LIBRELINKUP APP, OR RECEIVED FROM ABBOTT EMPLOYEES, AGENTS OR SUPPLIERS IS SOLELY AT YOUR OWN RISK.

12. Disclaimer of Warranties: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE LIBREVIEW SYSTEM IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. Any content included in the LibreView system is for the purpose of providing information only. Although Abbott believes the data displayed in the LibreView system to be accurate as at the time it is transmitted to the LibreView system, Abbott makes no representation, express or implied, as to the accuracy, completeness or timeliness of the information. Some of the foregoing disclaimers may be ineffective in certain countries/states/provinces/jurisdictions, so may not apply to you in their entirety. In no event will Abbott be liable to you for any losses from mistakes, omissions or delays in transmission of information, or from interruptions in telecommunications connections to the LibreView system.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABBOTT, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS PROVIDE THE LIBREVIEW SYSTEM “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE AND QUALITY AND OF LACK OF VIRUSES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ABBOTT OR AN ABBOTT AUTHORISED REPRESENTATIVE SHALL CREATE A WARRANTY.

Abbott, its affiliates and its third party providers do NOT warrant that the functions contained in the LibreView system will meet your requirements or that the operation of the LibreView system will be uninterrupted or error free or that such errors will be corrected. The LibreView system may be incompatible with other device or computer software and hardware. You should not use the LibreView system for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property. Some countries/states/provinces/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimers may not apply to you in their entirety. To the extent applicable law requires Abbott to provide warranties, you agree that the scope and duration of such warranty shall be to the minimum extent required to be provided under such applicable law.

IN NO EVENT DOES ABBOTT PROVIDE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE, AND ABBOTT DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF. ABBOTT DISCLAIMS ANY AND ALL LIABILITY THAT MAY DERIVE FROM ACTIONS OR CLAIMS AGAINST ABBOTT OR ANY OF ITS AFFILIATES, AGENTS, OR ASSIGNS OR OTHER THIRD PARTIES AS MAY BECOME APPLICABLE OVER THE COURSE OF THIS TERMS OF USE. SOME COUNTRIES/STATES/PROVINCES/JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

- (a) **For German and Swiss Users:** This provision applies to you instead of section 12. The LibreView system is provided “as is” and “as available”. While seeking to avoid extensive downtimes and significant impediments to the usability of the LibreView system to the extent possible, Abbott does not warrant or guarantee error-free and uninterrupted accessibility and usability of the LibreView system or of any of the functions contained therein. Your statutory warranty rights remain unaffected by the foregoing.

13. Limitation of Liability: NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR, THE ENTIRE LIABILITY OF ABBOTT, ITS AFFILIATES AND ANY OF ITS THIRD PARTY PROVIDERS UNDER ANY PROVISION OF THIS TERMS OF USE AND YOUR EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER THE FIXING, REPAIRING OR OTHERWISE RECTIFYING ANY FAULTS WITHIN THE LIBREVIEW SYSTEM, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR WHERE APPLICABLE, THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE LIBREVIEW SYSTEM ACCESS OR \$10.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ABBOTT, ITS AFFILIATES OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR MONETARY DAMAGES, INCLUDING ANY SPECIAL,

INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE LIBREVIEW SYSTEM, THIRD PARTY SOFTWARE AND/OR THIRD PARTY HARDWARE USED OR THAT MAY BE USED WITH THE LIBREVIEW SYSTEM, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOU DOWNLOADING ANY MOBILE APP/MATERIAL/WEBSITE LINKED TO THE LIBREVIEW SYSTEM, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS TERMS OF USE), EVEN IF ABBOTT, ITS AFFILIATES OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT AN ERROR IN THE LIBREVIEW SYSTEM CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS YOU UNDERSTAND AND AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT YOUR TERMS OF USE TO THIS PROVISION, ANY APPLICABLE FEE CHARGED, WOULD BE HIGHER.

Some countries/states/provinces/jurisdictions prohibit or limit the exclusion or limitation of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to you.

- (a) **For UK and Swiss Users:** Nothing in this Terms of Use shall exclude our liability for death or personal injury arising out of our negligence or fraudulent misrepresentation in connection with the LibreView system.
- (b) **For German Users:** Abbott will be liable for any culpable breach of material contractual obligations (cardinal obligations). Cardinal obligations are contractual obligations that must be fulfilled to permit proper execution of this Terms of Use and may regularly be relied upon by you. Abbott's liability will otherwise be limited to gross negligence and wilful misconduct. In the event of any liability on the part of Abbott due a slightly negligent breach of cardinal obligations or slight misconduct on the part of simple vicarious agents, Abbott's liability will be limited to typically foreseeable damages. This will not affect any mandatory statutory liability, in particular Abbott's liability in connection with the loss of life, bodily injury or illness or its liability in connection with the German Product Liability Act. Provision 13 does not apply to users located in Germany.

14. Indemnity: You agree to indemnify, defend and hold harmless Abbott, its affiliates and their respective officers, directors, employees, agents, successors, assigns and licensors from and against any and all claims, demands, liabilities, losses, costs and expenses (including attorneys' and experts' fees) made by a third party due to or arising out of, or related to a violation of this Terms of Use or laws, regulations or third party rights including any infringement of their copyright or Intellectual Property Rights of any third party by you or others in your household or organisation or otherwise in connection with your or their use of the LibreView system where by negligent act, omission, or wilful misconduct.

15. Licence: Abbott does not claim ownership of the data you transmit or submit to the LibreView system or any LibreView information displayed to you via the LibreLinkUp app. By disclosing your personal information to Abbott you grant it a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, such data for the purpose of providing you with the LibreView system. Abbott may create, access, retain and use, or disclose to third party researchers, aggregated, anonymised, de-identified (or pseudonymised to the extent permitted by your law) data derived from the LibreView system for the purposes of research, to evaluate how the LibreView system is provided, to evaluate its use, and its various components and equipment, to evaluate performance or impact on clinical staff or across clinics, to enhance the functioning of the LibreView system and the FreeStyle Libre sensors, to validate LibreView system upgrades, or for product development. You agree that the licence herein permits Abbott to take any such actions.

16. Feedback: Any data, comments or materials that you supply via the LibreView system or provide to Abbott in order to receive support, including feedback data, such as questions, comments suggestions, or the like ("Feedback"), shall be deemed to be non-confidential and non-proprietary. Abbott shall have no obligation of any kind with respect to such Feedback and shall be free to

reproduce, use, disclose, exhibit, display, transfer, create derivative works and distribute the Feedback to others without limitation, except for health information and personal information which might be included in the Feedback but is subject to “Section 15. Licence” above. Furthermore, Abbott shall be free to use any idea, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including developing, manufacturing and marketing products incorporating such Feedback.

17. Trademarks: LibreView, LibreLink, LibreLinkUp, FreeStyle Libre, FreeStyle and related brand marks are trademarks of Abbott Diabetes Care Inc. in various jurisdictions. Other trademarks are the property of their respective owners. No license or right, express or implied, is granted to you in any of the aforesaid trademarks, and you further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the LibreView system. No use of any Abbott trademark, trade name, or trade dress may be made without the prior written authorisation of Abbott, except to identify the product or services of the company.

18. Proprietary Rights: You acknowledge and agree that Abbott and/or its licensors own all legal right, title and interest in and to the LibreView system, including but not limited to graphics, user interface, the scripts and software used to implement the LibreView system, and any software or documents provided to you as a part of and/or in connection with the LibreView system, including all Intellectual Property Rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the LibreView system contains proprietary and confidential information that is protected by applicable Intellectual Property Rights and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the LibreView system in compliance with this Terms of Use. No portion of the LibreView system may be reproduced in any form or by any means, except as expressly permitted in this Terms of Use or where permitted by applicable law. You shall not remove any product identification, copyright notices or proprietary restrictions from the LibreView system. You expressly acknowledge and agree that LibreView system access is licensed and not sold to you, and that Abbott, its licensors, affiliates, and its suppliers, grant you a non-exclusive license to use the LibreView system on the basis of this Terms of Use, and that your use of the LibreView system is also subject to any rules or policies applied by any app store provider such as, but not limited to the Google Play Store, or by Abbott’s third party providers such as, but not limited to, Newyu. You therefore agree that Abbott and/or its licensors do not transfer to any user any ownership or proprietary rights in the LibreView system, any Intellectual Property Rights, or any other technology, information or materials, and as between the parties, Abbott, its affiliates, its suppliers, and its licensors, retain exclusive ownership of all right, title and interest in and to all aspects of the LibreView system, any Intellectual Property Rights, and all other technology, information and materials, as well as any and all copies or modifications thereof (by whomever made and whenever made). RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY ABBOTT AND/OR ITS LICENSORS. The use of this material and the associated rights of Abbott, its affiliates and its suppliers, are hereby acknowledged except solely to the extent that the foregoing is ineffective in certain countries/states/provinces/jurisdictions.

19. Termination of Your LibreView System Account: This Privacy Notice and Terms of Use is effective upon your creation of a LibreView system account and shall continue in effect until terminated. You may ask Abbott to delete your LibreView system account at any time. Abbott may suspend or terminate your LibreView system account for any of the following reasons without advance notice to you:

- Any violation by you of this Privacy Notice and Terms of Use.
- Failure to provide accurate, current and complete LibreView system account information.
- Failure to report any security incident or any actual or suspected compromise of your password or LibreView system account.

20. Applicable Law: This Terms of Use shall be governed and construed in accordance with the laws of the State of Illinois without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern to the fullest extent possible. You agree that this Terms of Use shall be fully performable in the State of Illinois, and you agree that jurisdiction and venue are proper in of the state and federal courts located in the State of Illinois, United States of America, with

respect to any proceedings arising from this Terms of Use or the relationship between the parties hereto. The parties hereby agree that the United Nations Convention on Contracts does not govern this Terms of Use for the International Sale of Goods. **For EEA and Swiss Users:** The foregoing shall not apply, except in respect to this Terms of Use not being governed by United Nations Convention on Contracts for the International Sale of Goods. For such users, the governing law of your country of residence shall apply.

21. Entire Terms of Use: This Privacy Notice and Terms of Use is the entire agreement between you and Abbott relating to the LibreView system and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the LibreView system or any other subject matter covered by this Terms of Use. In the event of a conflict between the English and any non-English versions of this Terms of Use, the English version shall govern.

If any provision of this Privacy Notice and Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Privacy Notice and Terms of Use will remain in full force and effect.

YOU ACKNOWLEDGE THAT YOU ARE AGED 18 OR OVER, OR SUCH OTHER AGE AS LOCAL LAW DEFINES AS AN ADULT, HAVE READ THIS PRIVACY NOTICE AND TERMS OF USE, AND UNDERSTAND ALL SUCH TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY.

BY CLICKING THE "ACCEPT" BUTTON OR BY USING OR OTHERWISE ACCESSING THE LIBREVIEW SYSTEM, YOU INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS: (A) YOUR ACKNOWLEDGEMENT, AND ACCEPTANCE AND CONSENT OF THIS PRIVACY NOTICE; AND (B) YOUR SIGNATURE TO THIS PRIVACY NOTICE AND TERMS OF USE IS TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE.

Please print a copy of this Privacy Notice and the Terms of Use for your records.

IF YOU DO NOT ACCEPT ALL TERMS OF THIS PRIVACY NOTICE AND TERMS OF USE, DO NOT CLICK THE ACCEPT BUTTON AND DO NOT USE THE LIBREVIEW SYSTEM.