

You must be of legal age to accept, or have your legal guardian accept on your behalf.

To access the “LIBRE FAMILY OF PRODUCTS GLOBAL PRIVACY NOTICE”, please go to www.libreview.com.

END USER LICENSE AGREEMENT AND TERMS OF USE

Version Date: September 2025

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1. Introduction.

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You must be of legal age to accept, or have your legal guardian accept on your behalf.

1. Introduction.

For all users:

Please read this End User License Agreement and Terms of Use (the “Agreement”) carefully before accepting it and installing the FreeStyle Libre branded mobile application (the “Libre App”). BY

ACCEPTING THIS AGREEMENT AND USING THE LIBRE APP, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND THAT YOU ARE AGREEING EITHER ON YOUR OWN BEHALF, OR ON BEHALF OF ANOTHER INDIVIDUAL FOR WHOM YOU HAVE ACTUAL AUTHORITY TO LEGALLY BIND THAT INDIVIDUAL TO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL INSTALLING, USING, OR OTHERWISE ACCESSING THE LIBRE APP ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”),

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ASSOCIATED (AN “ORGANIZATION”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF BOTH YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to “**You**”, “**Your**” or the “**User**” in this Agreement includes both the individual using the app and any such organization.

This document is a legally binding agreement between You and Abbott Diabetes Care Inc. (referred to as “Abbott”, “us”, “our”, or “we” in this Agreement). This Agreement covers:

- **Your installation and use of the Libre App (including any updates, upgrades, bug fixes, or modified versions thereto) on Your authorized mobile device,**
- **Your use of the LibreView cloud-based data management system ("LibreView") (the Libre App serves as a gateway to create or**

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serves as a gateway to create or access a LibreView account), and

- **Any manuals, instructions, descriptions, specifications or other materials, in hard copy or electronic form, provided by Abbott (the “Documentation”) describing or relating to the use of the Libre App.**

Any terms in any purchase order or other documentation issued by or on behalf of You that contains additional or conflicting terms or purports to replace, reject, modify, or be a counter offer to this agreement are expressly rejected and are void as such.

Please note that the headings in this Agreement are for Your convenience only, and do not limit, define, or fully explain each section.

YOUR USE OF THE LIBRE APP CONSTITUTES, AND IS CONDITIONED UPON, YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT. BY CLICKING “ACCEPT”, YOU EXPLICITLY

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BOUND BY THIS AGREEMENT. BY CLICKING "ACCEPT", YOU EXPLICITLY CONSENT AND AGREE THAT THIS AGREEMENT WILL APPLY TO YOUR USE OF THE LIBRE APP AND TO YOUR USE OF LIBREVIEW. IF YOU, OR A PERSON ON WHOSE BEHALF YOU ARE SETTING UP A LIBREVIEW ACCOUNT, DO NOT AGREE TO THESE TERMS, DO NOT CLICK ACCEPT TO THIS AGREEMENT AND DO NOT DOWNLOAD OR USE THE LIBRE APP.

YOUR USE OF THE LIBRE APP AND LIBREVIEW (IF YOU CREATE A LIBREVIEW ACCOUNT) ARE ALSO SUBJECT TO THE "LIBRE FAMILY OF PRODUCTS GLOBAL PRIVACY NOTICE" ("PRIVACY NOTICE") AVAILABLE AT WWW.LIBREVIEW.COM, WHICH EXPLAINS HOW WE COLLECT, PROTECT, RETAIN, STORE, AND DISCLOSE YOUR PERSONAL INFORMATION, INCLUDING HEALTH RELATED INFORMATION THAT YOU PROVIDE TO US THROUGH YOUR USE OF THE LIBRE APP.

For Users in Singapore and China:

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For Users in Singapore and China:

Please ensure that You read and understand the information related to the use of the Libre family of products. If You are using the Libre App, You must also have access to a blood glucose monitoring system authorized for use with the Libre App as the Libre App does not provide one. A finger prick test using a blood glucose meter is required during times of rapidly changing glucose levels when interstitial fluid levels may not accurately reflect blood glucose levels or if hypoglycemia or impending hypoglycemia is reported by the system or when symptoms do not match the system readings.

This information is provided as a supplement to the detailed User Manual available in the Libre App and not as a replacement. Please consult Your healthcare provider for any clarifications or queries related to Your treatment of diabetes.

2. Background of the Libre App

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2. Background of the Libre App and LibreView.

Abbott is the developer of Sensors (“Sensors”) and Readers (“Readers”) for the Libre family of products. Abbott developed the Libre App and holds the marketing authorizations/registrations for it.

You can use the Libre App to collect data from Your Sensor with Your mobile device, which connects to the Sensor. The Libre App will then use that collected data to calculate Your glucose values, which may be uploaded to and stored in LibreView. LibreView is a secure, cloud-based diabetes management system that may be used by individuals, their caregivers, healthcare professionals, and Abbott to aid in the review, analysis, and evaluation of historical data, glucose test results, ketone test results, and user-entered information, including insulin, food, exercise, and notes, to support an effective diabetes health management program. The

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notes, to support an effective diabetes health management program. The Libre App and LibreView enable Abbott to improve the quality, security, and effectiveness of medical devices and systems and allow Abbott to develop innovative and effective treatment for and management of diabetes in the interests of public health. Use of LibreView may require compatible devices, internet access, data usage (charges may apply), certain software (fees may apply), and periodic updates, and the performance of LibreView may be affected by these requirements.

Abbott or its affiliate maintains the medical authorizations for LibreView as a medical device, provides other application/software support, and manages the marketing authorizations/registrations for LibreView and provides the system to You.

The Libre App is not compatible with all mobile devices. Please see www.FreeStyleLibre.com to check compatibility with Your operating

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compatibility with your operating system and mobile device before download.

3. No medical advice.

THE LIBRE APP AND LIBREVIEW ARE NOT INTENDED FOR THE DIAGNOSIS OF OR SCREENING FOR DIABETES MELLITUS. USERS SHOULD BE AWARE THAT LIBREVIEW IS AN INFORMATION MANAGEMENT SERVICE TO ENABLE THE ANALYSIS OF GLUCOSE DATA AND IS NOT INTENDED TO BE A SUBSTITUTE FOR THE ADVICE OF A HEALTH CARE PROFESSIONAL. INDIVIDUALS SHOULD ALWAYS CONSULT THEIR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL WITH ANY QUESTIONS THEY MAY HAVE REGARDING A MEDICAL CONDITION, INCLUDING ANY QUERIES OR CONCERNS ABOUT DIABETES MANAGEMENT. YOU SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF INFORMATION TRANSMITTED TO OR CONTAINED IN

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BECAUSE OF INFORMATION TRANSMITTED TO OR CONTAINED IN THE LIBRE APP OR YOUR LIBREVIEW ACCOUNT. You should follow customary guidelines set by Your doctor or other healthcare professional(s) when Your readings are too high or low or if You experience other diabetes-related changes in Your medical condition. **ABBOTT IS NOT A PROVIDER OF MEDICAL CARE AND ABBOTT IS NOT RESPONSIBLE FOR NOTIFYING AN INDIVIDUAL'S DOCTOR OR OTHER HEALTHCARE PROFESSIONAL(S) OF ANY CHANGES IN YOUR READINGS.** LibreView is designed to help individuals and their healthcare professionals better manage diabetes through information, analysis and communication. You and Your doctor and other qualified healthcare professional(s) are solely responsible for communicating Your glucose levels and other diabetes-related information, providing feedback, and discussing and recommending testing and treatment options. Abbott does not recommend

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options. Abbott does not recommend or endorse any specific tests, products, procedures or opinions. YOUR DECISION TO TAKE ACTION BASED ON ANY INFORMATION TRANSMITTED TO OR STORED ON LIBREVIEW OR ON ANY INFORMATION RECEIVED FROM ABBOTT EMPLOYEES, AGENTS, OR SUPPLIERS IS SOLELY AT YOUR OWN RISK.

FOR USERS IN THE EEA, UK, SWITZERLAND AND INDONESIA: THE INFORMATION AVAILABLE TO YOU THROUGH LIBREVIEW IS NOT AN ELECTRONIC MEDICAL RECORD. IF YOU DEEM IT NECESSARY, IN YOUR SOLE DISCRETION, TO ADD ANY OF THE INFORMATION IN YOUR LIBREVIEW ACCOUNT TO YOUR MEDICAL RECORD, YOU MAY OBTAIN COPIES OF THAT INFORMATION TO ADD TO YOUR MEDICAL RECORD BY PRINTING IT.

FOR USERS IN CHINA (excluding users in Hong Kong, Macau and Taiwan): THE LIBRE APP (REGISTRATION NUMBER: CMRI 20163212472) IS

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ADJUSTMENT.

4. Use of third party products.

- a. YOU ACKNOWLEDGE THAT YOU MAY BE USING THE LIBRE APP IN CONNECTION WITH PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES THAT ARE NOT PROVIDED BY ABBOTT AND FOR WHICH ABBOTT HAS NO RESPONSIBILITY, INCLUDING YOUR MOBILE DEVICE. You are responsible for obtaining, maintaining, and paying for all hardware and all telecommunications and other supplies or services not provided by Abbott that are needed to receive, access, or use the Libre App and LibreView.
- b. NEITHER ABBOTT NOR ANY DEVELOPER OF THE LIBRE APP SHALL HAVE ANY LIABILITY WITH RESPECT TO ANY SUCH THIRD PARTY PRODUCTS. Any third party products that are licensed or provided to You are

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third party products that are licensed or provided to You are subject to the terms and conditions of the purchase agreement, software license 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

- c. Optional Authorized Systems and Products: You may be able to link Your LibreView account via the Libre App with other authorized third party apps and products. Abbott is responsible for the data it sends to the authorized third party up to the point that it leaves LibreView but is not responsible for the data it receives from third parties into your LibreView. Abbott is not responsible for Your decision to link the Libre App with these other authorized third party

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is not responsible for Your decision to link the Libre App with these other authorized third party services or products, for any sharing of data with such third parties or for providing such functionality. Any third party products that are licensed or provided to You are subject to the terms and conditions of any purchase agreement, software license agreement, privacy notice, terms of use, and/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.

- d. Unauthorized Systems and Products: Please be aware that third parties may offer unauthorized services, software and mobile apps that may claim to be compatible with Your Sensor

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unauthorized services, software and mobile apps that may claim to be compatible with Your Sensor, the Libre App, and/or LibreView but are not authorized by Abbott for such use. ABBOTT DOES NOT RECOMMEND USING THE SENSOR, THE LIBRE APP, AND/OR LIBREVIEW WITH UNAUTHORIZED THIRD PARTY PRODUCTS. IF YOU CHOOSE TO DO SO, THIS USE WOULD BE AT YOUR OWN RISK. UNAUTHORIZED THIRD PARTY PRODUCTS ARE OUTSIDE THE CONTROL OF ABBOTT; ABBOTT HAS NO RESPONSIBILITY FOR THESE PRODUCTS AND MAKES NO CLAIMS AS TO THE VALIDITY, ACCURACY, RELIABILITY, OR STATUS OF ANY OF THESE PRODUCTS AND WILL NOT BE RESPONSIBLE FOR ANY CLAIMS RELATING TO AND WILL HAVE NO LIABILITY WITH RESPECT TO ANY UNAUTHORIZED THIRD PARTY SERVICE, SOFTWARE, APP, OR OTHER PRODUCT.

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- e. The Libre App can only calculate and display information that it receives from the Sensor with which it communicates, any authorized third party products with which it communicates. Glucose or other data from other devices are not received by the Libre App or transferred by the Libre App to LibreView.

5. Ownership rights.

You acknowledge and agree that Abbott, its affiliates, its suppliers, or its licensors own or license all legal right, title and interest in and to all aspects of the Libre App, the Documentation, LibreView, and any improved, updated, upgraded, modified, customized or additional parts thereof, including but not limited to graphics, user interface, the scripts and software used to implement the Libre App and LibreView, and any software or documents provided to You as a part of and/or in connection with the Libre App or LibreView, including all Intellectual Property Rights that exist therein.

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or LibreView, including all Intellectual Property Rights that exist therein, whether registered or not, and wherever in the world they may exist. For the purposes of this Agreement, **“Intellectual Property Rights”** means any copyright, patent, trade secret, trade dress, trademark, rights in get-up, goodwill, rights in designs, technology, artwork, rights in computer software (including source code), database, and similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any media now known or hereinafter invented, in any part of the world. You agree to refrain from any action that would diminish such rights or would call them into question.

You further agree that the Libre App and LibreView contain proprietary and confidential information (including software code) that is protected by applicable Intellectual Property Rights and other laws, including but not limited to copyright. The structure, organization, and code of the Libre App

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organization, and code of the Libre App are the valuable trade secrets and confidential information of Abbott, its affiliates, and/or its licensors. You agree that You will not use such proprietary information or materials in any way whatsoever except as expressly permitted under this Agreement. No portion of the Libre App or LibreView may be reproduced in any form or by any means, except as expressly permitted in this Agreement or where permitted by applicable law, and You shall not remove, obscure or alter any product identification, copyright notices or proprietary restrictions. Unauthorized copying of the Libre App or LibreView or failure to comply with the restrictions in this Agreement (or other breach of the License herein) will result in automatic termination of this Agreement and You agree that it will constitute immediate, irreparable harm to Abbott, its affiliates, and/or its licensors for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy for such breach.

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remedy, and that injunctive relief will be an appropriate remedy for such breach.

For Users in Germany: Your right to prove that no damage has occurred remains unaffected by the foregoing.

Some of the provisions in this Section 5 may be ineffective in certain countries/states/provinces/jurisdictions, so the above acknowledgements and terms may not apply to You in their entirety.

FreeStyle, Libre, and related brand marks, including the FreeStyle Libre packaging and sensor trade dress are trademarks of Abbott in various jurisdictions (the “Abbott Trademarks”). Any and all goodwill derived through the use of the Abbott Trademarks pursuant to the terms of this Agreement shall inure solely to the benefit of Abbott. Other trademarks included or accessed during the use of the Libre App are the trademarks of their respective owners and all goodwill associated with such trademarks shall inure to such respective trademark

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associated with each trademark shall inure to such respective trademark owners. No license or right, express or implied, is granted to You in any of the aforesaid trademarks. No use of any Abbott trademark, trade name, or trade dress may be made without the prior written authorization of Abbott.

Portions of the Libre App may include material provided by third parties in which Intellectual Property Rights subsist. The licensors of such third party materials retain all of their respective right, title, and interest in and to such third party materials and all copies thereof, including, but not limited to, any and all Intellectual Property Rights. The use of this third party material and the associated rights are hereby acknowledged by You, except and then solely to the extent that the foregoing acknowledgment is ineffective in certain countries/states/provinces/jurisdictions.

Notwithstanding anything to the contrary, Abbott does not transfer to

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contrary, Abbott does not transfer to User any ownership or Intellectual Property Rights in the Libre App, the Documentation, or any other technology, information or materials. Abbott, its affiliates and its licensors retain exclusive ownership of all right, title, and interest in and to all aspects of the Libre App, the Documentation, and all other technology, information and materials, as well as any and all copies or modifications thereof (by whomever made and whenever made), including, but not limited to, all Intellectual Property Rights with respect to any and all of the foregoing.

6. What rights do I receive to use the Libre App and LibreView?

The Libre App and LibreView access are licensed, not sold, to You by Abbott. Subject to Your compliance with this Agreement, and solely for so long as You are permitted by Abbott to use the Libre App and LibreView, we hereby permit You, on a limited, non-exclusive, revocable, non-transferable, non-

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permit You, on a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable basis, to install and use the Libre App on a mobile device that You own or control, and access and use LibreView solely for Your personal, non-commercial use (referred to as the “**License**”). Your use of LibreView is also subject to the Terms of Use of LibreView and any rules or policies applied by any app store provider such as, but not limited to the Google Play Store. If You fail to comply with any of the terms or conditions of this Agreement, You must immediately cease accessing LibreView via the Libre App, cease using the Libre App, and remove (that is, uninstall and delete) the Libre App from Your mobile device.

For Users in Russia: You receive the License on a royalty-free and worldwide basis. You are not required to pay anything for downloading, installing, accessing, and using the Libre App or for accessing and using LibreView under this Agreement.

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LibreView under this Agreement.

The License granted herein confers no title, ownership rights, or interest in the Intellectual Property Rights. You acknowledge that You do not acquire any title, ownership or proprietary rights, or interest in the Libre App, the Documentation, LibreView, any Intellectual Property Rights, or any other technology, information or materials. Any goodwill derived through the use of the Intellectual Property Rights pursuant to the terms of this Agreement shall inure solely to the benefit of Abbott, its affiliates, and/or its licensors.

RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY ABBOTT, ITS AFFILIATES, ITS SUPPLIERS, AND/OR ITS LICENSORS, except solely to the extent that the foregoing is ineffective in certain countries/states/provinces/jurisdictions.

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constitute a sale of the Libre App or the Documentation, any Intellectual Property Rights contained therein, or any portion or copy thereof. You agree to only use the Libre App as expressly permitted herein.

For Users in Germany: The foregoing shall not apply to users in Germany to the extent prohibited by applicable copyright law in Germany.

7. What rules apply to my use of the Libre App?

- a. You agree to use the Libre App only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction.
- b. In connection with the Libre App, You must NOT:
 - i. post, transmit, or otherwise make available through or in connection with the Libre App any virus, worm, Trojan

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spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment (each, a “**Virus**”);

- ii. use the Libre App for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful;
- iii. interfere with or disrupt the operation of the Libre App or the servers or networks used to make the Libre App available, including by hacking or defacing any portion of the Libre App; or violate any requirement, procedure or policy of such servers or networks;
- iv. reproduce, modify, adapt, translate, create derivative

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- iv. reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Libre App except as expressly authorized herein;
- v. reverse engineer, decompile or disassemble, decode, translate, modify, create derivative works of, gain access to the source code, reduce non-human readable elements to human-readable form, modify, or adapt (or permit or facilitate third parties in any of the foregoing activities) the Libre App, any updates to same, or any part thereof, except and then solely to the extent required to be permitted under applicable law;
- vi. remove any copyright, trademark or other

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- vi. remove any copyright, trademark or other proprietary rights notice from the Libre App;
- vii. frame or mirror any portion of the Libre App, or otherwise incorporate any portion of the Libre App into any product or service, without Abbott's express prior written consent;
- viii. attempt in any way to remove or circumvent any technical protection measures protecting the integrity of the Libre App and the Intellectual Property Rights of the Libre App from misappropriation, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale, hire, or have in Your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorized

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intended purpose of which is to facilitate the unauthorized removal or circumvention of such technical protection measures;

- ix. use the Libre App on any mobile device You do not own, control, or have otherwise been granted legitimate access to;
- x. connect the Libre App to a glucose sensor of any third party without that third party's consent;
- xi. copy, reproduce, republish, upload, post, or otherwise make available the Libre App or Documentation, or any portion thereof, in any form, on the Internet or in any other way to any other person;
- xii. sell, rent, lease, lend, assign, license, sub-license, distribute, or otherwise transfer rights to the Libre App or Documentation

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transfer rights to the Libre App or Documentation except as expressly provided in this Agreement. The Libre App may not be transferred to another end user and should be uninstalled if You transfer the mobile device(s) on which it is installed. The data You store in or transmit using the Libre App are specific to You. If another end user desires to utilize the Libre App, he or she should download the Libre App directly to his or her device and create a new LibreView account.

- xiii. receive, distribute, use, or examine any source code or design documentation relating to the Libre App, except and then solely to the extent required to be permitted by applicable law.

8. What will happen if there are

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updates to the Libre App?

From time to time updates to the Libre App may be available through the app store provider. Depending on the update, You may not be able to use the Libre App until You have downloaded the latest version of the Libre App and accepted any new terms that may apply. To use a version of the Libre App identified as an upgrade by Abbott, You must first be licensed to use the original version of the Libre App which has been identified by Abbott as eligible for the upgrade. After upgrading, You may no longer use the version of the Libre App that formed the basis for Your upgrade eligibility; **provided the foregoing shall not apply to users in Germany to the extent prohibited by applicable copyright laws in Germany.** This Agreement applies to any and all updates or supplements to each version of the Libre App and the upgraded software shall be deemed the Libre App licensed hereunder, unless Abbott provides other terms along with the update or

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hereunder, unless Abbott provides other terms along with the update or supplement. In case of a conflict between this Agreement and other terms provided with respect to updates or supplements, such other terms will prevail. This Section 8 will not require Abbott to deliver new features and functionality which are priced separately by Abbott nor any future products.

9. How does the Libre App work?

The Libre App includes functionality which allows users to link the Libre App to their Sensor. PLEASE NOTE IF YOU HAVE DOWNLOADED AN UNAUTHORIZED THIRD PARTY APP THAT MAY CLAIM TO BE COMPATIBLE WITH YOUR SENSOR, THE LIBRE APP MAY NOT OPERATE AS INTENDED. USE OF SUCH THIRD PARTY APPS IS AT YOUR OWN RISK.

For Users in Russia: The Libre App provides You with additional functionality. You may use Your Sensor without the Libre App. For this purpose,

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9. How does the Libre App work?

The Libre App includes functionality which allows users to link the Libre App to their Sensor. PLEASE NOTE IF YOU HAVE DOWNLOADED AN UNAUTHORIZED THIRD PARTY APP THAT MAY CLAIM TO BE COMPATIBLE WITH YOUR SENSOR, THE LIBRE APP MAY NOT OPERATE AS INTENDED. USE OF SUCH THIRD PARTY APPS IS AT YOUR OWN RISK.

For Users in Russia: The Libre App provides You with additional functionality. You may use Your Sensor without the Libre App. For this purpose, pair the Reader with the Sensor and see the indications on the Reader's display.

Depending on Your country of residence, and subject to country approval, the Libre App may include an additional optional feature: optional alarms. The optional alarm functionality provides customizable alarms for low glucose and high glucose and a technical feature that

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alarms for low glucose and high glucose, and a technical feature that notifies users of signal loss (e.g. when Your Sensor is not communicating with Your App). The optional alarm feature requires Your mobile device to be compatible with Bluetooth® Low Energy (“**BLE**”). If Your device is not compatible with BLE or uses the previous (often called “classic”) Bluetooth Basic Rate/Enhanced Data Rate, You will not be able to use this additional feature. Use of the optional alarm feature may require you to permit access to your mobile phone storage in order to play the optional alarm. You will not be able to use this additional feature if you do not grant access to your mobile phone storage if requested. Please see below for further information regarding BLE.

Most smartphones and tablets built since 2012 support BLE. However, since Android phones vary widely, some models might support BLE, while others support an older version of Bluetooth. The table below summarizes which devices have BLE.

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Bluetooth. The table below summarizes which devices have BLE:

<i>Device</i>	<i>Models with BLE support</i>
iPhone	iPhone 4 and newer
Android	All Android phones with Android 4.3 and newer

For Users in the United States: The Libre App includes certain alarms that are not optional.

10. What registration procedures are required to use the Libre App?

You may create a LibreView account, or if Your version of the Libre App allows, You may use the Libre App without creating an account, where all information will be stored locally on Your mobile device. Please refer to the Privacy Notice for further information about how we collect, protect, retain, store, disclose, and in certain instances, transfer Your personal information.

If You do not create an account. or You

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If You do not create an account, or You sign out of Your account, the functionality of the Libre App will be limited. If Your version of the Libre App allows connection to the LibreLinkUp App, You will not be able to share Your information with family members, friends or caregivers by inviting them to use the LibreLinkUp App nor will Your glucose values and other information be backed up and stored in LibreView for You to review historic data or be able to share Your information with Your healthcare provider or approved third party apps through LibreView. Nor will you be able to connect your Libre App with Abbott-approved third party products. All of Your personal information and glucose values will only be stored locally on Your mobile device. If You sign out of Your account, You can sign back into the Libre App with the same account any time to resume full functionality, to store and back up data and to share Your information with family, friends or caregivers.

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information with family, friends or caregivers.

If You would like the additional functionality of LibreView through the Libre App, You will need to register a LibreView account. The Libre App serves as a gateway to creating a LibreView account or accessing a LibreView account You have created at www.LibreView.com.

You agree to provide accurate and complete information when You register (“**Registration Information**”) with, and as You use, LibreView, and You agree to keep Your LibreView account information accurate, current, and complete. You may be required to change Your Registration Information. Do not reveal Your Registration Information to anyone else. You acknowledge and agree that LibreView is designed and intended for personal use on an individual basis and You should keep Your LibreView account and/or Registration Information details confidential. You are solely responsible for maintaining the confidentiality and

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Commercial You are solely responsible for maintaining the confidentiality and security of Your Registration Information and for any use or misuse of it, and Abbott is not responsible for any lost, stolen, or compromised passwords or for any activity on Your LibreView account from unauthorized users or for any losses arising out of or in connection with the unauthorized use of Your LibreView account You cause.

You must promptly notify us if You become aware of a security incident or breach affecting the Libre App or Your LibreView account, including where You believe Your Registration Information may have been compromised.

11. What rules apply to the use of my LibreView account?

Your LibreView account will be subject to Your agreement to and compliance with all the terms and conditions of this Agreement. You agree to only use LibreView as expressly permitted by

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to Your agreement to and compliance with all the terms and conditions of this Agreement. You agree to only use LibreView as expressly permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction.

For Users in Russia: LibreView provides You with additional functionality. You may use Your Sensor paired with the Reader without LibreView if You download and install the relevant desktop software produced by Abbott. In such a case, Abbott shall not receive Your data unless the end user license agreement of the said software state otherwise.

Abbott and its affiliates and its suppliers own all rights, titles, and interests in and to LibreView. If Your use of LibreView or other behavior intentionally or unintentionally threatens Abbott's ability to provide LibreView, Abbott shall be entitled to take all reasonable steps to protect LibreView. which may include

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LibreView, which may include suspension of Your access to LibreView or termination of Your LibreView account. Nothing in this Agreement shall be construed to convey to You any interest, title, or license in a LibreView account or similar resource used by You in connection with LibreView. You agree that You will not reproduce, copy, duplicate, sell, resell, rent, or trade LibreView (or any part thereof) for any purpose.

To the extent You choose to access and use LibreView, You do so at Your own initiative and are responsible for compliance with any applicable laws. Any data transmitted to or stored by You in LibreView are based exclusively on glucose, ketone, and insulin data and other information provided by You or third parties. Abbott makes no representations or warranties regarding the accuracy, completeness, reliability, or timeliness of any data provided by You or third parties, or of any content generated by the data stored by You in

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...or other purposes, or creating content generated by the data stored by You in LibreView. 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.

You agree that You will NOT use LibreView to:

- a. upload, download, email, transmit, store, or otherwise make available any data that is unlawful, harmful, tortious, invasive of another's privacy, or otherwise objectionable;
- b. pretend to be anyone You are not or misrepresent who You are, Your age, or otherwise misrepresent Your affiliation with any person or use the Libre App to connect to a Sensor that has been started by someone else or collect data from a Sensor that another is wearing for the purpose of transmitting their data to Your LibreView account. Abbott reserves the right

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for the purpose of transmitting their data to Your LibreView account. Abbott reserves the right to reject or block any LibreView account or email address which could be deemed to be an impersonation or misrepresentation of Your identity, or a misappropriation of another person's name or identity, or has been used to hijack another user's data;

- c. engage in any infringement of Intellectual Property Rights (including uploading any content to which You do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
- d. post, send, transmit, or otherwise make available any unauthorized email messages, spam, or chain letters, including, without limitation, bulk commercial advertising and informational

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limitation, bulk commercial advertising and informational announcements;

- e. upload, post, email, transmit, store, or otherwise make available any material that contains Viruses or any other computer code, files, or programs designed to harm, interfere, or limit the normal operation of LibreView (or any part thereof), or any other computer software or hardware;
- f. interfere with or disrupt LibreView (including accessing LibreView through any automated means, like scripts or web crawlers), or any servers or networks connected to LibreView, or any policies, requirements or regulations of networks connected to LibreView (including any unauthorized access to, use, or monitoring of data or traffic thereon);
- g. gather, store, or upload personal information, including health information, or any personally identifying information;

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information, including health information, on any persons using the Libre App without having received their prior consent or without otherwise being authorized to do so, for example, if You are a caregiver or HCP;

- h. reverse engineer, decompile, disassemble, decode, create derivative works of, gain access to the source code, or modify LibreView except and then solely to the extent permitted under applicable law; and/or
- i. gather, store, or upload personal information, including health information, on any other users of LibreView or any individual using a Sensor in connection with any of the foregoing prohibited activities.

12. What is the availability of LibreView?

LibreView, or any feature or part thereof, may not be available in all languages or in all countries/regions

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languages or in all countries/regions and Abbott makes no representation that LibreView, or any feature or part thereof, is available for use in any particular location.

13. License to Transmitted Data.

Abbott does not claim ownership of the data You transmit or submit to LibreView. By disclosing Your personal information to Abbott, You grant it a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, and translate such data for the purpose of providing You with LibreView. Abbott may create, access, retain, use, or disclose to third party researchers aggregated, anonymized, de-identified (or pseudonymized to the extent permitted by Your law) data derived from LibreView for the purposes of research, to evaluate how LibreView is provided, to evaluate its use, and its various components and equipment, to evaluate performance or impact on clinical staff or across clinics, to

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evaluate performance or impact on clinical staff or across clinics, to enhance the functioning of LibreView and the Sensors, to validate LibreView upgrades, or for product development. You agree that the license herein permits Abbott to take any such actions.

For Users in the EEA only: Application of EU Data Act: Pursuant to Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data (“**EU Data Act**”) and in relation to ‘users’ (as defined in the EU Data Act), Abbott will use non-personal data generated from connected products and related services for the following purposes:

- a. performing applicable agreements with customers and users or activities related to them (e.g., generating and providing reports or analysis, financial projections, impact assessments);
- b. providing support, warranty, guarantee, or similar activities, as applicable, or to assess any

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- guarantee, or similar activities, as applicable, or to assess any claims related to connected products or related services;
- c. monitoring, maintaining, and enhancing the functioning, including various components and equipment, safety and security, of connected products or related services, and ensuring quality control, evaluating performance or impact on customers, markets, clinical staff, or across clinics, and validating upgrades to the connected products or related services;
 - d. improving the functioning, quality, security, and effectiveness of any product or service offered by Abbott;
 - e. developing and testing new features, products, or services, by us or by third parties acting on our behalf;
 - f. aggregating such non-personal data with other data or creating

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- f. aggregating such non-personal data with other data or creating derived data, for any lawful purpose such as research, surveys, and data analysis, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, including third-party researchers, health care entities, or professional or public health authorities;
- g. understanding how users of the connected products or related services interact with and use them, including their functionality and features;
- h. developing internal organization reports, including related to product and services promotion and research;
- i. developing information related to the connected products or related services to demonstrate the effectiveness of them to either national health authorities, social security or insurers including as

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national health authorities, social security, or insurers, including as may be required for medical reimbursement or public funding; and

- j. to comply with various legal requirements, such as for example and including but not limited to, compliance with the European Medical Devices Regulation (EU) 2017/745.

Abbott may share non-personal data with third parties for the purposes set out above as well as, where applicable, for those set out in Abbott's Privacy Notice applicable to the relevant connected product or related service.

Abbott may use, share with third parties, or otherwise process any data that is personal data, only if there is a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications).

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communications).

To the extent required by applicable laws, and to the fullest extent permissible pursuant to applicable laws, the user hereby grants to Abbott a perpetual, worldwide, royalty-free, non-exclusive, and transferrable license to use, distribute, reproduce, modify, adapt, publish, and translate applicable data in which such user may have any rights under applicable law, for the purposes described above.

In relation to any non-personal or personal data generated from the use of connected products or related services, the user agrees not to (a) use or share with third parties the data to develop a connected product that competes with the connected products or related services, nor share the data with a third party with that intent; (b) use such data to derive insights about Abbott's economic situation, assets, or production methods or those of a third-party data holder; (c) use coercive means to obtain access to such data or for that purpose share data in

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means to obtain access to such data or, for that purpose, abuse gaps in Abbott's or any third party's technical infrastructure which is designed to protect the data; (d) share such data with a third party deemed to be a 'gatekeeper' under article 3 of Regulation (EU) 2022/1925; (e) use such data or engage in any processing that could undermine the security requirements of the connected products or related services, or (f) use such data for any purposes that infringe EU law or applicable national law. Please note that a user will lose the status of a 'user' under the EU Data Act if the user no longer owns a connected product or no longer has a contract with Abbott in relation to the use of a related service.

Please view our [Data Act Notice](#) for more information regarding our connected products and related services and how users may access or request applicable readily available data.

Nothing in this agreement is intended

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data.

Nothing in this agreement is intended to limit or exclude any rights or obligations of a party or user, or grant any rights to a party or user, to the extent such limitation, exclusion, or grant of rights is prohibited by applicable law.

14. How can this Agreement be terminated?

This Agreement is effective upon Your acceptance of this Agreement and shall continue unless it is terminated. You may delete the Libre App at any time and may ask Abbott to delete Your LibreView account as described in LibreView privacy notice at any time.

This Agreement will terminate immediately and without additional notice in the event that You breach, and/or fail to comply with, any term or condition of this Agreement. Abbott may also terminate or suspend this Agreement at any time and without prior notice, for any or no reason,

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prior notice, for any or no reason, including if Abbott believes that You have violated or acted inconsistently with the letter or spirit of this Agreement. Abbott may terminate its provision of support for the Libre App and LibreView if You elect to discontinue using them, or at any time if the products are no longer offered.

Upon any such termination or suspension of this Agreement:

- a. You must immediately cease all activities authorized by Agreement. You will no longer be able to use the Libre App, including any use of the Libre App to access any data You store in LibreView. **(The foregoing sentence shall not apply to users in Germany to the extent prohibited by applicable German copyright law).**
- b. Abbott may, without liability to You or any third party, immediately suspend, deactivate, or terminate Your LibreView account,

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You must be of legal age to accept, or have your legal guardian accept on your behalf.

suspend, deactivate, or terminate
Your LibreView account,
Registration Information, and all
associated materials, without any
obligation to provide any further
access to such materials.

- c. You must discontinue use and
uninstall and destroy all copies of
the Libre App and Documentation;
and
- d. all rights granted to under this
Agreement, including any licenses,
shall cease.

For Users in Vietnam: The foregoing
provision of this Section 14 shall not
apply to users in Vietnam to the extent
prohibited by applicable Vietnam's
Consumer Protection Law.

15. How can this Agreement be updated?

We may change this Agreement from
time to time by notifying You of such
changes by any reasonable means,
including by displaying a revised
Agreement on-screen when You next

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including by displaying a revised Agreement on-screen when You next use the Libre App, and requiring You to read, explicitly consent, and agree to them to continue Your use of the Libre App. If accepted, such terms would be effective immediately, but would not apply to any dispute between You and Abbott arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified You of such changes. In the event that You refuse to accept such changes, we will have the right to terminate this Agreement, Your use of the Libre App, and Your LibreView account. You agree that Abbott shall not be liable to You or any third party for any modification or cessation of LibreView.

For Users in Germany: You will be notified of any changes in this Agreement when You start the Libre 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. We will draw Your attention to

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Abbott. We 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 (6) weeks after receipt of announcement of the change.

For Users in the EEA, UK and Switzerland: You will be notified of any changes to this Agreement when You start LibreView or via the Libre 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 account upon four weeks' notice. Otherwise, Section 15 does not apply to users located in the EEA, UK and Switzerland.

16. How do I request support or make a complaint?

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16. How do I request support or make a complaint?

- a. Support for the Libre App: Free technical support is available for the Libre App. Abbott reserves the right at any time to discontinue, cancel, or modify the technical support provided. Please note that if a support issue arises while You are connected to a Sensor, do not uninstall the Libre App and do not clear data from the Libre App before contacting technical support. Uninstalling the Libre App and/or clearing data will cause You to lose all historical data.
- b. Support for LibreView: Free technical support for LibreView is also available by going to the www.LibreView.com support site and clicking on the “**Customer Support**” link. Inquiries will be directed to the appropriate support teams.
- c. **For Users in California:** California residents may reach the

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- c. **For Users in California:** California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

17. What will happen to feedback I provide in order to receive support?

Any data, comments, or materials that You supply via LibreView or provide in order to receive support for the Libre App or LibreView, 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

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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 13 (“**License to Transmitted Data**”) of this Agreement. 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.

18. Our disclaimer of warranties.

The Libre App is provided to enable You to receive glucose information on Your mobile device from the Sensor, store the glucose data on Your mobile device and transmit Your glucose data to LibreView. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE LIBRE APP AND OF LIBREVIEW IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

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SATISFACTORY QUALITY,
PERFORMANCE, ACCURACY AND
EFFORT IS WITH YOU.

- a. The Libre App is not intended for use on a mobile device that has been altered or customized to remove, replace, or circumvent the manufacturer's approved kernel, system configuration, or use restrictions, or which violates the manufacturer's warranty. Use of the Libre App may adversely affect the operation of other software and devices. Any content created for, or included in, the Libre App is for the purpose of providing information to enable the analysis of glucose data. THE LIBRE APP IS NOT INTENDED TO BE USED IN OR FOR THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE OR SERVICES, NOR IS IT INTENDED TO PROVIDE INDIVIDUALIZED MEDICAL SERVICES OR CARE. In providing the Libre App, Abbott does not provide medical advice. Abbott

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SERVICES OR CARE. In providing the Libre App, Abbott does not provide medical advice. Abbott solely provides the Libre App which You may use to calculate and transmit glucose data from the Sensor and, in some countries, other data such as insulin data from Abbott-approved connected devices, to LibreView. Do not use the Libre App during times of rapidly changing glucose levels (more than 0.1 mmol/L (2 mg/dL) per minute), or in order to confirm hypoglycemia or impending hypoglycemia. During times of rapidly changing glucose, interstitial fluid glucose levels as measured by the Sensor may not accurately reflect blood glucose levels. Under these circumstances, check glucose by conducting a finger prick test using a blood glucose monitor. Do not ignore symptoms that may be due to low or high blood glucose. If You have symptoms that do not match the reading in the Libre App

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If You have symptoms that do not match the reading in the Libre App or suspect that Your reading may be inaccurate, check the reading by conducting a finger prick test using a blood glucose meter. If You are experiencing symptoms that are not consistent with Your glucose readings, consult Your healthcare professional. The information provided by the Libre App is not meant to serve as a substitute for medical advice, diagnosis or treatment, or for the individualized advice or care of a healthcare provider. Your use of the Libre App and Sensors is also subject to the applicable labeling and instructions for use. Please refer to such labeling and instructions for use for more information. Some of the foregoing disclaimers may be ineffective in certain countries/states/provinces/jurisdictions, so may not apply to You in their entirety.

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jurisdictions, so may not apply to You in their entirety.

- b. THE LIBRE APP IS NOT TO BE USED AS A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE JUDGMENT, DIRECT MEDICAL SUPERVISION OR EMERGENCY INTERVENTION; OR FOR EMERGENCY USE OR FOR TRANSMISSION OR INDICATION OF ANY REAL-TIME ALARMS OR TIME CRITICAL DATA. ALL PATIENT MEDICAL DIAGNOSES AND TREATMENT ARE TO BE PERFORMED BY AN APPROPRIATE HEALTHCARE PROFESSIONAL. THE LIBRE APP ENABLES YOU TO RECEIVE GLUCOSE INFORMATION FROM THE SENSORS AND, IN SOME COUNTRIES, OTHER DATA SUCH AS INSULIN DATA FROM ABBOTT-APPROVED CONNECTED DEVICES, ON YOUR MOBILE DEVICE, CALCULATE GLUCOSE VALUES, STORE THE GLUCOSE AND OTHER DATA ON YOUR MOBILE DEVICE AND PROVIDES A

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AND OTHER DATA ON YOUR MOBILE DEVICE AND PROVIDES A MEANS FOR YOU TO TRANSMIT THE DATA GENERATED BY YOUR GLUCOSE SENSORS AND ABBOTT-APPROVED CONNECTED DEVICES, AND CALCULATED BY THE LIBRE APP USING YOUR MOBILE DEVICE TO LIBREVIEW. NEITHER ABBOTT, NOR ANY OF ITS AFFILIATED COMPANIES, IS RESPONSIBLE OR LIABLE FOR ANY DIAGNOSIS, DECISION, OR ASSESSMENT MADE BY A USER OR ANY INJURIES A USER MAY INCUR AS A RESULT OF ANY DECISIONS MADE BASED ON THE CONTENT OF THE LIBRE APP AND DOCUMENTATION.

- c. LibreView is designed for easy access to Your glucose data and other diabetes-related data. Any content included in LibreView is for the purpose of providing information only. Abbott makes no representation, express or implied, as to the accuracy, completeness,

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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 LibreView.

- d. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABBOTT, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS PROVIDE THE LIBRE APP AND LIBREVIEW "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

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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 AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

- e. Abbott, its affiliates and its third party providers do NOT warrant that the functions contained in the Libre App or LibreView will meet Your requirements or that their operation will be uninterrupted or error free or that any errors will be corrected. Software, such as that used in the Libre App and LibreView, is inherently subject to bugs and potential incompatibility with other computer software and

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with other computer software and hardware. You should not use the Libre App or LibreView 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.

- f. IN NO EVENT DOES ABBOTT PROVIDE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE OR THE ACCURACY OF DATA DISPLAYED ON THE LIBRE APP, AND ABBOTT DISCLAIMS ALL

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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 AGREEMENT. SOME COUNTRIES/STATES/PROVINCES/JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

- g. **For Users in Germany and Switzerland:** Other than this Section 18.g., Section 18 does not apply to users in Germany and Switzerland. Instead, for users in Germany and Switzerland the Libre App and LibreView are provided “as is” and “as available”. While seeking to avoid extensive downtimes and significant

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While seeking to avoid extensive downtimes and significant impediments to the usability of the Libre App and LibreView to the extent possible, Abbott does not warrant or guarantee error-free and uninterrupted accessibility and usability of the Libre App or LibreView or of any of the functions contained therein. Your mandatory statutory warranty rights remain unaffected by the foregoing.

- h. **For Users in the UK and Indonesia:** Nothing in Section 18 shall affect the statutory warranties in respect of satisfactory quality, fitness for purpose or accuracy of description.
- i. **For Users in Australia:** Nothing in Section 18 affects Your rights in respect of the consumer guarantees in the *Competition and Consumer Act 2010* (Cth). Our goods and services come with guarantees that cannot be

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guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled:

- i. to cancel Your service contract with us; and
- ii. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified in a reasonable time. If this is not done You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

j. **For Users in China (excluding**

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- j. **For Users in China (excluding Hong Kong, Macau and Taiwan):** Nothing in Section 18 shall affect the statutory warranties in respect of satisfactory quality, fitness for purpose or accuracy of description in accordance with the People's Republic of China ("PRC") Consumer Protection Law.
- k. **For Users in Russia:** This Section 18 shall apply to the extent permissible by the Russian healthcare legislation, regulations, and standards.
- l. **For Users in Vietnam:** Nothing in Section 18 shall affect the statutory warranties in respect of satisfactory quality, fitness for purpose or accuracy of description in accordance with Vietnam's Consumer Protection Law.

19. Important information about limits on our liability.

TO THE FULLEST EXTENT PERMITTED

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TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- a. IN NO EVENT SHALL ABBOTT, ITS AFFILIATES, OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR MONETARY DAMAGES, INCLUDING ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, EXCEPT
 - i. **FOR USERS IN NEW JERSEY:** NOTHING IN THIS AGREEMENT SHALL EXCLUDE SUCH DAMAGES AS MAY BE RECOVERED BY A CONSUMER UNDER NEW JERSEY LAW, IF APPLICABLE, WHICH MAY INCLUDE THE NEW JERSEY PUNITIVE DAMAGES ACT, NEW JERSEY PRODUCTS LIABILITY ACT, NEW JERSEY UNIFORM COMMERCIAL CODE AND THE NEW JERSEY CONSUMER FRAUD ACT).

ii. **For Users in Germany:**

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UNIFORM COMMERCIAL CODE AND THE NEW JERSEY CONSUMER FRAUD ACT).

ii. **For Users in Germany:**

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 Agreement and may regularly be relied upon by You.

Abbott's liability will otherwise be limited to gross negligence and willful 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

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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. Except for this Section 19.a.(ii), Section 19.a. does not apply to users located in Germany.

iii. **For Users in the UK:** Nothing in this Agreement shall exclude our liability for death or personal injury arising out of our negligence or fraudulent misrepresentation in connection with the Libre App or LibreView.

iv. **For Users in Switzerland:** Nothing in this Agreement shall exclude our liability for death or personal injury arising out of our negligence or fraudulent

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Terms of Use

You must be of legal age to accept, or have your legal guardian accept on your behalf.

arising out of our negligence or fraudulent misrepresentation or our liability for damages arising out of our gross negligence or willful misconduct in connection with the Libre App or LibreView.

v. **For Users in Australia:**

Nothing in Section 19 affects Your rights in respect of the consumer guarantees in the *Competition and Consumer Act 2010* (Cth). Regardless of any other provision of these terms and conditions, if the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in respect of goods or services supplied, and our liability for breach of that guarantee may not be excluded but may be limited, our liability for such breach is limited to, in the case of a supply of goods, replacing the goods or supplying

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the goods or supplying equivalent goods or repairing the goods, or in the case of supply of services, supplying the services again or paying the cost of having the services supplied again.

- vi. **For Users in China (excluding Hong Kong, Macau and Taiwan):** Nothing in this Agreement shall exclude any mandatory statutory liability, including our liability in connection with monetary damages, personal injury or death arising out of our intentional fault or gross negligence or product defect in connection with PRC Consumer Protection Law and other applicable law and regulations in China (**excluding** the local laws and regulations in **Hong Kong, Macau and Taiwan** only for the purpose of this Agreement).

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VII. **For Users in Russia:** Nothing in this Agreement shall exclude Abbott's liability for willful misconduct.

viii. **For Users in Vietnam:** Nothing in this Agreement shall exclude any mandatory statutory liability, including our liability in connection with monetary damages, personal injury or death arising out of our fault or negligence or product defect in connection with Vietnam's Consumer Protection Law and other applicable law and regulations in Vietnam.

b. THE FOREGOING LIMITATION EXTENDS TO ANY DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INTANGIBLES, FOR LOSS OF SECURITY OF INFORMATION TRANSMITTED VIA THE LIBRE APP OR STORED IN LIBREVIEW (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF SUCH

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FOR LOSS OF SECURITY OF INFORMATION TRANSMITTED VIA THE LIBRE APP OR STORED IN LIBREVIEW (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF SUCH 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 LIBRE APP, LIBREVIEW, OR THIRD PARTY SOFTWARE AND/OR THIRD PARTY HARDWARE USED OR THAT MAY BE USED WITH EITHER THE LIBRE APP OR LIBREVIEW, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOUR DOWNLOADING THE LIBRE APP OR ANY MOBILE APP/MATERIAL/WEBSITE LINKED TO IT OR TO LIBREVIEW, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF ABBOTT,

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AGREEMENT, 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.

FOR USERS IN INDONESIA:

NOTHING IN THIS AGREEMENT SHALL EXCLUDE ANY MANDATORY STATUTORY REMEDY AVAILABLE TO A USER IN THE EVENT OF A FAILURE TO COMPLY WITH A DATA PROTECTION REQUIREMENT BY ABBOTT THAT MAY GIVE RIGHT TO THE ABILITY OF AN AFFECTED PERSONAL DATA SUBJECT'S RIGHT TO CLAIM MONETARY COMPENSATION UNDER THE ELECTRONIC AND INFORMATION TECHNOLOGY LAW AND/OR ANY OTHER REGULATIONS RELATING TO PROTECTION OF PERSONAL DATA.

c. THE FOREGOING LIMITATIONS
WILL APPLY REGARDLESS OF

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WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY.

- d. **FOR USERS IN NEW JERSEY:** SUCH DAMAGES AS MAY BE RECOVERED BY A CONSUMER UNDER NEW JERSEY LAW, IF APPLICABLE, FOR ANY NEGLIGENCE OR OTHER TORT CLAIM TO THE EXTENT RESULTING IN PERSONAL INJURY OR WRONGFUL DEATH.
- e. ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT AN ERROR IN THE LIBRE APP OR LIBREVIEW CAUSES COMPUTER PROBLEMS AND DATA LOSSES. FOR THESE BUSINESS REASONS YOU UNDERSTAND AND AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT

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ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THE LIBRE APP AND LIBREVIEW WOULD BE HIGHER.

Except for information that You share with Your healthcare provider via LibreView where You choose to share Your personal information, including health related information, from or to Your LibreView account to or from third parties, including third party apps and third party Abbott-approved connected devices, You acknowledge and agree that to the fullest extent permitted by law, neither Abbott nor its business partners are responsible for Your decision to share and/or disclose Your personal data, including health related information, and You hereby release Abbott and its business partners from any liability that may arise from such third parties' collection or other processing of Your personal

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third parties collection or other processing of Your personal information.

- f. WITHOUT LIMITING THE FOREGOING AND NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF ABBOTT, ITS AFFILIATES, AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND YOUR EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER (1) THE FIXING, REPAIRING OR OTHERWISE RECTIFYING ANY FAULTS WITHIN THE LIBRE APP OR LIBREVIEW, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR (2) WHERE APPLICABLE, THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE LIBRE APP AND

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APPLICABLE, THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE LIBRE APP AND LIBREVIEW ACCESS OR USD\$10.00.

Some other countries/states/provinces/jurisdictions may prohibit or limit the exclusion or limitation of liability, certain implied warranties, or incidental or consequential damages; solely to the extent that such law applies to You, some or all of the above disclaimers, limitations, or exclusions may not apply to You, and You may have certain additional rights under applicable law.

20. What are my indemnity obligations?

To the fullest extent permitted under applicable law, 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,

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successors, assigns, and licensors from and against any and all claims, damages, demands, liabilities, judgment, awards, losses, costs, and expenses (including attorneys' and experts' fees) made by a third party due to or arising out of, or related to (a) Your use of, or activities in connection with, the Libre App; and (b) any violation or alleged violation of this Agreement 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 organization or otherwise in connection with Your or their use of the Libre App or LibreView, including negligent acts, omissions, and willful misconduct.

For Users in Germany: Your right to prove that no damage has occurred remains unaffected by the foregoing.

21. Export controls.

The Libre App is subject to United States export controls restrictions.

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prove that no damage has occurred
remains unaffected by the foregoing.

21. Export controls.

The Libre App is subject to United States export controls restrictions, including any United States embargoes or other federal rules and regulations restricting exports. We will not knowingly make the Libre App available to You if You are, and You confirm that You are not, (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or trade sanction (currently Cuba, Iran, Sudan, Syria and the Crimea) (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for more information on U.S. sanctions); or (b) on any of the U.S. government lists of restricted end users (for example, including the “Specially Designated Nationals” list available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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[List of pages/default.aspx](#).

22. What law governs this Agreement?

The terms of this Agreement are governed and construed by the laws of the State of Illinois, United States 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 United States laws, rules and regulations shall govern to the fullest extent possible.

Notwithstanding the foregoing, in the event of such breach or threatened breach of Your obligations with respect to confidentiality or intellectual property, Abbott will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction. You agree that this Agreement shall be fully performable in the State of Illinois, and You agree that jurisdiction and venue are proper in of the state and federal

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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 Agreement or the relationship between the parties hereto. The parties hereby agree that the United Nations Convention on Contracts does not govern this Agreement for the International Sale of Goods.

For Users in the EEA, UK, India and China (excluding Hong Kong, Macau, and Taiwan): Except for this provision, Section 22 of the Agreement shall not apply to users in the EEA, UK, Switzerland, India, and China (excluding Hong Kong, Macau, and Taiwan) except in respect to this Agreement not being governed by the United Nations Convention on Contracts for the International Sale of Goods. For such users, the governing law of Your country/region of residence shall apply.

For Users in Switzerland: The

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For Users in Switzerland: The foregoing Section 22 shall not apply. The Agreement shall be governed by and construed in accordance with the laws of the country of your habitual residence. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

For Users in Vietnam: Where the minimum rights of users located in Vietnam are adversely affected by the laws of the State of Illinois, United States, the governing law of Vietnam shall apply. For avoidance of doubt, in this case, the United Nations Convention on Contracts does not govern this Agreement for the International Sale of Goods.

For Users in the EEA: Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. If You are not happy with how we have handled any complaint, You may want

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You are not happy with how we have handled any complaint, You may want to contact the European Commission Online Dispute Resolution platform.

For Users in Australia: Nothing in Section 22 excludes or purports to exclude the application of the *Competition and Consumer Act 2010* (Cth) where relevant.

For Users in Indonesia: You agree that the jurisdiction and venue are in **Singapore International Arbitration Centre**, with respect to any proceedings arising from this Agreement.

If any provision of this Agreement 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 Agreement will remain in full force and effect.

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to the fullest extent allowed by law, and the remaining provisions of this Agreement will remain in full force and effect.

23. Entire Agreement.

This Agreement is the entire agreement between You and Abbott relating to the Libre App and LibreView and it supersedes all prior or contemporaneous oral or written communications, proposals and representations between You and Abbott with respect to the Libre App, LibreView or any other subject matter covered by this Agreement. In the event of a conflict between the English and any non-English versions of this Agreement, the English version shall govern. Sections 5, 13, 18, 19, 20, and 22-26 shall survive termination of this Agreement.

24. Terms relating to Apple if You use the iOS version of the Libre App.

In addition to the other terms and

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Libre App.

In addition to the other terms and conditions of this Agreement, and notwithstanding anything to the contrary herein, this provision applies with respect to Your use of any version of the Libre App compatible with the iOS operating system of Apple Inc. (“**Apple**”). Apple is not a party to this Agreement and does not own and is not responsible for the Libre App.

Apple is not providing any warranty for the Libre App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Libre App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Libre App, including any third-party product liability claims, claims that the Libre App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any

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intellectual property infringement. Any inquiries or complaints relating to the use of the Libre App, including those pertaining to intellectual property rights, must be directed to Abbott in accordance with Section 16 (“**How do I request support or make a complaint?**”) of this Agreement. The license You have been granted herein is limited to a non-transferable license to use the Libre App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by You, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service. In addition, You must comply with the terms of any third-party agreement applicable to You when using the Libre App, such as Your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement and, upon Your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof, notwithstanding

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accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof; notwithstanding the foregoing, Abbott's right to enter into, rescind, or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

25. Additional legal terms.

- a. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between You and Abbott.
- b. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.
- c. You may not assign, transfer or sublicense any or all of Your rights

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sublicense any or all of your rights or obligations under this Agreement without our express prior written consent.

- d. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction.
- e. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.
- f. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.”
- g. Notices to You (including notices of changes to this Agreement) may be made via posting to the Libre App or by e-mail (including in

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of changes to this Agreement) may be made via posting to the Libre App or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

- h. Abbott will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

If any provision of this Agreement 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

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Agreement will remain in full force and effect.

26. What does it mean to click the "Accept" button?

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT 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 LIBRE APP:

- YOU WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT;**
- YOU INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT IS TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE;**
- YOU WARRANT THAT IF YOU ARE INSTALLING, USING, OR**

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- **YOU WARRANT THAT IF YOU ARE INSTALLING, USING, OR OTHERWISE ACCESSING THE LIBRE APP ON BEHALF OF ANOTHER INDIVIDUAL, YOU HAVE ACTUAL AUTHORITY TO LEGALLY BIND THAT INDIVIDUAL TO THIS AGREEMENT.**
- **IF YOU ARE AN INDIVIDUAL INSTALLING, USING, OR OTHERWISE ACCESSING THE LIBRE APP ON BEHALF OF, OR FOR THE BENEFIT OF, AN ORGANIZATION, THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF BOTH YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT.**

IF YOU DO NOT ACCEPT ALL TERMS OF THIS AGREEMENT, DO NOT CLICK THE ACCEPT BUTTON AND DO NOT USE THE LIBRE APP.

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