

**LIBREVIEW**  
**PROFESSIONAL TERMS OF USE**  
**Effective Date: February 4, 2018**

**This Terms of Use governs your use of the LibreView website located at [www.Libreview.com] (the "Site"). Please read this Terms of Use carefully before you start to use our Site, create any patient profile, practices, and/or invite Professional Users to create a LibreView system account, as this Terms of Use is a legal agreement between you and Abbott Diabetes Care Inc.**

**Abbott Diabetes Care Inc. ("Abbott")** is the developer of the FreeStyle Libre flash glucose monitoring system and other glucose testing meters ("**Meters**") which may be compatible with the Site and with the LibreView data management system ("**LibreView system**").

**Newyu, Inc.** holds the marketing authorisations/registrations for the LibreView system and provides the system to you.

The LibreView system is a secure, cloud-based diabetes management system that is intended to aid in the review, analysis and evaluation of historical glucose data, glucose test results and ketone test results in support of a 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 YOU AS A HEALTHCARE PROFESSIONAL PROVIDE TO YOUR PATIENTS.**

**YOUR ACCESS AND USE OF THE SITE AND THE LIBREVIEW SYSTEM CONSTITUTES, AND IS CONDITIONED UPON, YOUR AGREEMENT TO BE BOUND BY THIS TERMS OF USE. IF YOU DO NOT AGREE TO THIS TERMS OF USE, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE.**

You need not register as a Professional User and create a LibreView system account to simply visit and view the Site.

**1. General:** The Site is your gateway to create a LibreView system account in which your patients' Meter readings may be stored and reviewed by you. The LibreView system is designed to assist you in viewing and managing aspects of your patient's condition. The LibreView system allows patients with LibreView system accounts to share their glucose readings with you, and it also allows you to connect your patient's Meter to your computer and upload their glucose readings into a patient profile you have created.

"**Professional User**" includes only those medical providers (and their duly authorised representatives and agents) who have either registered a clinical practice or have registered as a professional user of the LibreView system.

Abbott only permits one LibreView system user account per email address. As a Professional User, you may create a clinical practice account and invite other professionals and/or link with other Professional Users with LibreView system accounts within your practice.

This Terms of Use applies to your use of the Site and to your right to use the LibreView system. It is effective from when you set up a LibreView system account as a Professional User until terminated as set forth below.

By using this Site, you represent, acknowledge and agree that you are duly authorised to use this Site and to create a Professional User account in the LibreView System and that you also have the appropriate authority to create a practice and link other HCPs or professionals within your practice, and also create patient profiles.

**2. LibreView system account:** Do not reveal your LibreView system account information to anyone else or disclose to anyone your password details. 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, and fully cooperate with us, law enforcement or other applicable regulatory body in addressing the breach. 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. If there is a violation of any of the security requirements by you or other professional users in a practice you create, that violation may be considered a breach of this Terms of Use and may result in the immediate loss of your LibreView system account.

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 and to content through the Site, including logos, graphics, videos, images, software and other materials (“**Materials**”).

Subject to your compliance with this Terms of Use, Abbott hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your professional use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, modify, enhance, or in any way exploit any of the Site or Materials in any manner. If you, or any other person under your responsibility, breach any of the provisions in this Terms of Use, the above licence will terminate automatically and you must immediately destroy any downloaded or printed Materials.

Where you create a practice, you will supervise, monitor, and train your employees, representatives, contractors, agents, and other professional users who you add to a practice you create, to ensure proper use and security. You will limit access to the services available through the Site at your locations to those duly authorised users. You will be responsible for their use of the services, compliance with this Terms of Use and for the consequences of any breach of security that is caused by such users or that occurs at your locations.

**3. Permitted Uses of your LibreView System Account:** To use the LibreView system you must enter some of your personal information, including your username 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. This Terms of Use allows you to set up a LibreView system account as a Professional User over your organisation’s network, and to set up a practice for use by any professional, employee, or other individual authorised by you within your practice. If you have patients who do not have a LibreView system account which would enable you to view their glucose readings, it also allows you to create a patient profile whereby you may connect your patient’s Meters to your computer and upload their glucose readings into the patient profile you created for them.

You acknowledge and agree that the Site and the LibreView system are provided to enhance your care of your patients, and you understand that these are not a substitute for your professional judgment or for your responsibilities to your patients.

AS YOU ARE SETTING UP A LIBREVIEW SYSTEM PRACTICE IN YOUR PROFESSIONAL CAPACITY, YOU ACKNOWLEDGE AND AGREE YOU ARE DULY AUTHORISED TO AGREE AND BIND YOUR PRACTICE TO THIS TERMS OF USE AND HAVE THE NECESSARY CAPACITY AND AUTHORITY TO DO SO.

**4. Prohibited Uses of your LibreView Professional System Account:** We restrict access to the professional parts of our Site to Professionals Users. We reserve the right to disable any Professional User ID at any time, if in our opinion,

you have failed to comply with any of the provisions of this Terms of Use. When using our Site you may not engage in the prohibited uses set out below. Where required by law, Professional Users must not create any patient profiles without having first obtained their informed, voluntary and explicit consent as may be required by applicable law. You agree that you will NOT use the LibreView system 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 or otherwise misrepresent your affiliation with any person (including a child). Abbott reserves the right to reject or block any LibreView system 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) upload, download, email, transmit, store or otherwise make available any data or other information from children (any person under the age of 18 or such other age as local law defines as a child), including but not limited to any of the following: full name or last name, date of birth, email address, and their Meter data unless you have obtained the consent of the child's parent/guardian;
- (d) infringe any person's intellectual property rights (including uploading any content to which you do not have the right to upload);
- (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 the LibreView system (or any part thereof), or any other computer software or hardware;
- (f) interfere with or disrupt the Site or 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);
- (g) gather, store or upload personal information, including health information, on 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, for example, if you are a caregiver, HCP or parent or guardian;
- (h) 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;
- (i) gather, store or upload personal information, including health information, on any other users of the LibreView system or any individual using a FreeStyle Libre sensor in connection with any of the foregoing prohibited activities; and/or
- (j) disclose information about the Site or LibreView system features or performance to any third party without our prior consent, except as required for legal or regulatory or to assist in the provision of your medical treatment of a patient.

**5. Patient Profiles:** After you have created a LibreView system account, you will be permitted to create patient profiles. When creating a patient profile, you will be required to manually enter some personal information for example their name and date of birth. Within their patient profile, you will be able to manually upload their Meter readings to the LibreView system.

You will only use the Site and the LibreView system for those patients from whom you have previously obtained their informed, voluntary or, as necessary, explicit consent, or when you deem it necessary to protect their vital interests, and will comply with any additional requirements arising under your local data protection, privacy, health

or related laws. It is a misuse of the Site and the LibreView system to enter patient personal information, including health-related information, without either first securing their informed, voluntary or, as necessary, explicit consent, or having determined that is necessary to protect their vital interests. Abbott will accept no liability in relation to your use of the Site, including where you use the Site to enter personal information relating to your patients, where these conditions have not been satisfied. We will provide reasonable assistance with any request you make to remove the personal information of any of your patients from the LibreView system within a reasonable period from receipt of such request.

Patient data will be processed in accordance with the Site Privacy Notice for the following different purposes:

(a) Where you enter patient data into the LibreView system or use the personal information of any individual with a LibreView system account for the purpose of providing medical treatment, you are the data controller and are responsible for complying with applicable data protection and privacy laws;

(b) Where Abbott uses identifiable patient data you enter into the LibreView system for the purposes of analytics, system troubleshooting, system and/or customer support, research or reporting, Abbott will be the data controller and will comply with applicable local data protection and privacy laws; and

(c) Where your patient has independently created a LibreView system account, either for their own use or for the use of a child or other person for whom they provide care, Abbott will be the data controller and will comply with applicable local data protection and privacy laws.

Abbott will treat all patient personal information for which it is a data controller, including health-information, in accordance with the Site privacy notice.

Additionally, if you are a healthcare provider in the United States and a covered entity as defined by the Health Insurance Portability and Accountability Act, as amended, and its implementing regulations (“HIPAA”), you are creating the patient profile and using the Site and the LibreView system in compliance with HIPAA either by: i) obtaining a patient authorization to do so; ii) relying on the exception to the requirement for an authorization under HIPAA for disclosure of Protected Health Information for treatment purposes, or iii) relying on your patient’s creation of their own LibreView account and their subsequent electronic direction to you (which they provided when they created their LibreView account) to disclose their protected health information (PHI) to themselves and Abbott via the Site and the LibreView system. Additionally, that part of Abbott that oversees operation of the Site has implemented safeguards for PHI that HIPAA requires of Covered Entities.

**6. Availability and Accuracy of Information:** The Site and 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 Site and the LibreView system, you do so at your own initiative and are responsible for compliance with any applicable laws. Any data uploaded by you or available to view by you are based exclusively on your patients’ glucose, ketone and insulin data and other information provided by them. Abbott makes no representations or warranties regarding the accuracy, completeness, reliability or timeliness of any data accessible or viewed by you or of any content generated by the data stored 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.

**7. Deletion of your LibreView System Account:** You may delete your LibreView system account at any time. 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. Such data may never be traceable back to you in any manner. Abbott has no responsibility for retaining/storing or backing up your LibreView system account. You are solely

responsible for retaining/maintaining/storing and backing up (electronically and/or with hard copies) any data that you wish to preserve. Abbott is not responsible for unauthorised access to, use of or alteration of your information. If you email, back up or otherwise share any of your personal information or reports with third parties, 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. In the event you have registered a practice, you will be required to delete your LibreView system account upon retirement or upon you leaving that practice and will be responsible for transferring administration rights to another duly authorised Professional User within that practice. 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](mailto:libreviewprivacy@newyu.com) for further information.

**8. Links to Third Party Websites:** This Site may be linked to other websites that are not sites controlled or operated by Abbott (collectively, "Third-Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than Abbott, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy notice and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, user guides and privacy policies of any of Third-Party Sites. Abbott is providing links to the Third-Party Sites to you as a convenience, and Abbott does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT ABBOTT WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, or organisation of any third-party entity or individual does not constitute or imply Abbott's endorsement or recommendation.

**9. No Medical Advice:** THE LIBREVIEW SYSTEM IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. YOU ACKNOWLEDGE THAT ABBOTT IS NOT A PROVIDER OF MEDICAL CARE AND ABBOTT IS NOT RESPONSIBLE FOR NOTIFYING YOU OF ANY CHANGES TO ANY OF YOUR PATIENT'S METER READINGS OR FOR PROVIDING MEDICAL ADVICE TO PATIENTS. The LibreView system is for informational purposes only and is designed to help individuals and you, as their healthcare professional, better manage and support diabetes through information, analysis and communication and is not meant to replace the relationship between patients and their healthcare providers. You, as a healthcare professional, are solely responsible for providing feedback and discussing and recommending testing and treatment options with your patients. Health information content available to you through the LibreView system is based on information provided medical device-related data transmissions from patients scanning their FreeStyle Libre sensor. 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 THE LIBREVIEW SYSTEM OR ON ANY INFORMATION RECEIVED FROM ABBOTT EMPLOYEES, AGENTS OR SUPPLIERS IS SOLELY AT YOUR OWN RISK. ABBOTT, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, THIRD PARTY PROVIDERS AND RELATED COMPANIES ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE CONTENT, INCLUDING HEALTH INFORMATION CONTENT, POSTED ON OUR SITE OR FOR THE ACCURACY, TRUTHFULNESS OR CONTENT, INCLUDING HEALTH INFORMATION CONTENT, OF OUR SITE AND NO RELIANCE BY REGISTERED USER SHOULD BE PLACED ON THE INFORMATION AVAILABLE IN THE LIBREVIEW SYSTEM.

**10. No Electronic Health Records:** THE INFORMATION AVAILABLE TO YOU THROUGH THE LIBREVIEW SYSTEM IS NOT AN ELECTRONIC MEDICAL RECORD. YOU MUST DOWNLOAD AND/OR PRINT OFF ANY INFORMATION THAT YOU, IN YOUR SOLE DISCRETION, DEEM NECESSARY TO INCLUDE IN YOUR PATIENT'S MEDICAL RECORDS.

**11. Disclaimer of Warranties:** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE LIBREVIEW SYSTEM IS AT YOUR SOLE RISK AND THAT TO THE EXTENT PERMITTED BY LAW, 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. 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.

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In no event will we be liable to you (your patients, employees, contractors, agents or users) for any losses, costs, damages, charges or expenses resulting from loss, misappropriation, unauthorised access to or modification of data, including personal data, by any third party, or from mistakes, omissions or delays in transmission of information, or from interruptions in telecommunications connections to the service, viruses or failures of performance, interception or from the impact of the LibreView system on your information or communications systems, including without limitation any record or other communication provided by you, any patient or by us under this Terms of Use.

If you are located in the Australia, Singapore, UK, or Switzerland, 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.

If you are located in Australia, Abbott's goods/services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have these repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

**13. 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 breach of data protection or privacy obligations, any infringement of their copyright or intellectual property rights of any third party by you or others in your practice or organisation or otherwise in connection with your or their use of the LibreView system whether by negligent act, omission, or wilful misconduct.

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**18. Remedies:** Violations of this Terms of Use may be investigated and appropriate legal action may be taken, including civil, criminal or equitable relief. You understand and agree that Abbott, in its sole discretion, and without prior notice, may terminate your access to our Site, remove any unauthorised user content or exercise any other remedy available, if we believe, in our sole discretion, that your conduct or the conduct of any person with whom we believe you act in concert with, or the user content you provide, violates or is inconsistent with this Terms of Use or applicable law or violates our, our affiliates' rights or the rights of our licensor or another user of our Site. You agree that monetary damages may not provide us with a sufficient remedy for violations of this Terms of Use and you consent to injunctive or other equitable relief for such violations. A printed version of this Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**19. Termination of Your LibreView System Account:** This Terms of Use are 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 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. Language:** The parties agree that the English language will be the official language of this Terms of Use. If there is any conflict, apparent conflict or ambiguity between any of the clauses of this Terms of User in the English language and the translated language, the wording of the English language shall prevail.

**21. Applicable Law:**

- This Terms of Use shall be governed by 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 Unites 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 USERS LOCATED IN THE EUROPEAN ECONOMIC AREA OR SWITZERLAND:** This Terms of Use will be governed by and construed in accordance with English law. The parties hereby agree that the United Nations Convention on Contracts does not govern this Terms of Use for the International Sale of Goods. Any dispute arising out of or in connection with this Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

**22. Severability.** If, for any reason, a court with proper jurisdiction holds that any part of this Terms of Use is invalid or cannot be enforced, all other parts will remain in effect. The invalid or unenforceable part will be reformed only to the extent necessary to make it valid and enforceable. For example, some jurisdictions may not permit certain disclaimers of warranties in relation to individual Professional Users despite the fact that this is a business to business rather than a consumer agreement, and in such an event, only those disclaimers deemed invalid should be severed from this Terms of Use.

**23. No Third Party Rights.** This Terms of Use is between you and us. No other person shall have any rights to enforce any of its terms, whether under the UK Contracts (Rights of Third Parties) Act 1999, or otherwise.

**24. 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.

**25. Changing LibreView System Terms of Use:** Abbott reserves the right to change this Terms of Use at any time at our discretion and without prior notice. Users of our Site are expected to regularly check the Terms of Use for changes as they are binding on you. We encourage you to review this Terms of Use every time you use our Site. Updates will be indicated by a change in the Effective Date and your continued use of our Site and continued access to your LibreView system account as a Professional User following any such change constitutes your agreement to follow and be bound by the most recent version of this Terms of Use. You will be able to store or print out changes to this Terms of Use in legible form.

**BY CLICKING AGREE WHEN YOU CREATE A LIBREVIEW SYSTEM ACCOUNT AS A PROFESSIONAL USER, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORISED TO ACCEPT AND ENTER INTO THIS TERMS OF USE AND THAT YOU INTEND YOUR ACT TO SERVE AS AN ELECTRONIC SIGNATURE TO THIS TERMS OF USE WITH THE SAME FORCE AND EFFECT AS A MANUAL SIGNATURE.**