

**LIBREVIEW**  
**PATIENT/INDIVIDUAL USER TERMS OF USE**  
**Effective Date: February 4, 2018**

**This Terms of Use govern your use of the LibreView website located at [www.Libreview.com] (the “Site”). This document 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 the LibreView data management system (“**LibreView system**”). Abbott is the data controller of your personal information, including health-related information, transmitted to or stored within the LibreView system.

**Newyu, Inc.** holds the marketing authorisations/registrations for the LibreView system, provides the system to you and is a data processor of Abbott.

The LibreView system is a secure, cloud-based diabetes management system that is intended for use by individuals to aid in the review, analysis and evaluation of historical glucose data, glucose test results and ketone test results to support an effective diabetes health management program.

Please be aware that other third party glucose meters may be compatible with the LibreView system. Abbott is not responsible for your connection of these third party products or your decision to upload data from these third party products to your LibreView system account. All questions about the use of LibreView as a medical device are the responsibility of Newyu.

**THE LIBREVIEW SYSTEM IS NOT INTENDED FOR THE DIAGNOSIS OF OR SCREENING FOR DIABETES MELLITUS. USERS SHOULD BE AWARE THAT THE LIBREVIEW SYSTEM IS MERELY AN INFORMATION MANAGEMENT SERVICE AND IS NOT INTENDED AS A SUBSTITUTE FOR THE ADVICE OF A HEALTHCARE PROFESSIONAL. INDIVIDUALS SHOULD ALWAYS CONSULT THEIR HEALTHCARE PROFESSIONAL IF THEY HAVE ANY QUERIES OR CONCERNS ABOUT DIABETES MANAGEMENT.**

**YOUR USE OF THE LIBREVIEW SYSTEM CONSTITUTES, AND IS CONDITIONED UPON, YOUR AGREEMENT TO BE BOUND BY THIS 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 for a LibreView system user account with Abbott to simply visit and view the Site.

**1. General:** Abbott only permits one LibreView system account per email address and reserves the right to limit the number of devices associated with a LibreView system account.

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age. If you are a child under the law of your country of residence, you may only use this Site with the consent of your parent/guardian. If you are a parent/guardian of a child, you must create a LibreView system account for use by your child and you understand and agree that you are responsible for your child’s use of the Site and the LibreView system and that any violation of this Terms of Use by your child, will be your responsibility and may result in the termination or suspension of your LibreView system account.

**2. LibreView System Account:** The Site is your gateway to creating a LibreView system account in which your personal information, including health-related information, and the readings from your Meters will be stored. Do not reveal your LibreView system account information to anyone else. You acknowledge and agree that the LibreView system is designed and intended for personal use on an individual basis and you should not share your LibreView system account and/or password details with another individual. You are responsible for maintaining the

confidentiality and security of your LibreView system account and for all activities that occur on or through it. You agree to notify Abbott if you become aware of a security incident or breach affecting your LibreView system account, including where you believe your password may have been compromised. Abbott is not responsible for any lost, stolen or compromised passwords or for any activity on your LibreView system account from unauthorised users or for any losses arising out of or in connection with the unauthorised use of your LibreView system account where caused by you.

If you already have a LibreView system account, you may log into your account using your email address and password. Your use of this Site is subject to this Terms of Use. You will be responsible for obtaining and maintaining any internet connections, computing equipment and supplies necessary for you to receive, access and use the LibreView system. You agree to only use the LibreView system as expressly permitted herein. Abbott and its affiliates and its suppliers own all rights, titles and interests in and to the LibreView system and to content through the Site, including logos, graphics, videos, images, software and other materials (“Materials”).

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**3. Parental/Guardian Use of the LibreView System:** A parent/guardian may create a LibreView system account for use by a child. Adults are responsible for the child for whom they create a LibreView system account. If you agree to create a LibreView system account for use by a child when prompted, you agree to monitor your child’s use of the LibreView system. You agree not to use your child’s email address (if he or she has one) when creating a LibreView system account. The LibreView system can only create one user account per email address. If you would like to create more than one LibreView account for yourself and for one or more children, you will need to use different email addresses and in all cases you remain responsible for monitoring your child’s or children’s use of the LibreView system.

The LibreView system is designed and intended for personal use on an individual basis and you agree that any LibreView system account you create for a child will be for the sole use of that child only and will not be shared by you or by any other person. You are responsible for maintaining the confidentiality and security of your login details including your password, and for all use and activities that occur on or through it. You agree to notify Abbott if you, or the child, become aware of a security incident or breach affecting the LibreView system account you have created for your child, including where you believe your password may have been compromised. Abbott is not responsible for any lost, stolen or compromised passwords or for any activity on this LibreView system account from unauthorised users or for any losses arising out of or in connection with the unauthorised use of the LibreView system account being used by a child, where caused by you or the child.

IF YOU ARE A PARENT/GUARDIAN CREATING A LIBREVIEW SYSTEM ACCOUNT FOR USE BY A CHILD OR OTHERWISE USING THE SITE AND A LIBREVIEW SYSTEM ACCOUNT FOR THE BENEFIT OF A CHILD YOU WARRANT THAT YOU HAVE ACTUAL LEGAL AUTHORITY TO CREATE A LIBREVIEW SYSTEM ACCOUNT FOR YOUR CHILD AND TO BE LEGALLY BOUND TO THIS TERMS OF USE.

**4. Permitted Uses of your LibreView System Account:** If you are an adult, to use the LibreView system you must enter some of your personal information, including your email address and password, to create your LibreView system account. You agree to provide accurate and complete information when you register with, and as you use, the LibreView system, and you agree to keep your LibreView system account information accurate, current and complete. This Terms of Use allow you to set up a LibreView system account if you are an individual user for yourself or other adult or child in your household for personal, non-business use by you and other members of your household. IF YOU ARE SETTING UP A LIBREVIEW SYSTEM ACCOUNT ON BEHALF OF ANOTHER ADULT OR CHILD IN

YOUR HOUSEHOLD, YOU SHOULD FIRST SHARE THIS TERMS OF USE WITH THEM AND SECURE THEIR UNDERSTANDING AND AGREEMENT.

**5. Prohibited Uses of your LibreView System Account:** 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, your age, 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 are 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 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, 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; and/or

(i) gather, store or upload personal information, including health information, on any other users of the LibreView system or any individual using a Meter in connection with any of the foregoing prohibited activities.

**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 LibreView system, 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 the LibreView system 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 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 account at any time. Your LibreView system account and all information, including personal and health related information, stored in your LibreView system

account will be deleted upon receipt and processing of your delete request. Please be aware that it may take up to 72 hours to process your request. A parent/guardian may request deletion of a LibreView system account being used by his/her child. 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, take a screenshot of your account information 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. 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. [If you have chosen to share your LibreView system account information with your healthcare professional, family members and/or friends and you delete your account, those persons will no longer be able to view your glucose readings. Abbott reserves the right to delete inactive LibreView system accounts after 6 months. We will notify you in advance so that you have an opportunity to ensure your account stays current and available for your use.]

**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. INDIVIDUALS SHOULD ALWAYS SEEK THE ADVICE OF THEIR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL WITH ANY QUESTIONS THEY MAY HAVE REGARDING A MEDICAL CONDITION. INDIVIDUALS SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF INFORMATION CONTAINED IN THEIR LIBREVIEW SYSTEM 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. The LibreView system is designed to help individuals 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 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.

**10. 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. The LibreView system is designed for easy access to your glucose data and other diabetes-related data. Any content included in the LibreView system is for the purpose of providing information only. Although Abbott believes the data displayed in the LibreView system to be accurate as at the time it is transmitted to the LibreView system, Abbott makes no representation, express or implied, as to the accuracy, completeness or timeliness of the information. Some of the foregoing disclaimers may be ineffective in certain countries/states/provinces/jurisdictions, so may not apply to you in their entirety. In no event will Abbott be liable to you for any losses from mistakes, omissions or delays in transmission of information, or from interruptions in telecommunications connections to the LibreView system.

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

Abbott, its affiliates and its third party providers do NOT warrant that the functions contained in the LibreView system will meet your requirements or that the operation of the LibreView system will be uninterrupted or error free. Some countries/states/provinces/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimers may not apply to you in their entirety. To the extent applicable law requires Abbott to provide warranties, you agree that the scope and duration of such warranty shall be to the minimum extent required to be provided under such applicable law.

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

**(a) For German and Swiss Users:** This provision applies to you instead of section 10. The LibreView system is provided "as is" and "as available". While seeking to avoid extensive downtimes and significant impediments to the usability of the LibreView system to the extent possible, Abbott does not warrant or guarantee error-free and uninterrupted accessibility and usability of the LibreView system or of any of the functions contained therein. Your statutory warranty rights remain unaffected by the foregoing.

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

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

Where you choose to share your personal information, including health-related information, from your LibreView system account with third parties, including with third party apps, you acknowledge and agree that to the fullest extent permitted by law, neither Abbott nor its business partners (including Newyu or AirStrip) are responsible for your decision to share and/or disclose your personal information, 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 information.

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

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

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

**14. Feedback:** Any data, comments or materials that you supply via the LibreView system or provide to Abbott in order to receive support, including feedback data, such as questions, comments suggestions, or the like (“Feedback”), shall be deemed to be non-confidential and non-proprietary. Abbott shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transfer, create derivative works and distribute the Feedback to others without limitation, except for health information and personal information which might be included in the Feedback but is subject to “Section 13. Licence” above. Furthermore, Abbott shall be free to use any idea, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including developing, manufacturing and marketing products incorporating such Feedback.

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

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

- Any violation by you of this 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.

**18. Applicable Law:** This Terms of Use shall be governed and construed in accordance with the laws of the State of Illinois without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern to the fullest extent possible. You agree that this Terms of Use shall be fully performable in the State of Illinois, and you agree that jurisdiction and venue are proper in of the state and federal courts located in the State of Illinois, United States of America, with respect to any proceedings arising from this Terms of Use or the relationship between the parties hereto. The parties hereby agree that the United Nations Convention on Contracts does not govern this Terms of Use for the International Sale of Goods.

**(a) For EEA and Swiss Users:** The foregoing shall not apply, except in respect to this Terms of Use not being governed by United Nations Convention on Contracts for the International Sale of Goods. For such users, the governing law of your country of residence shall apply.

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

**19. 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.

**20. Changing LibreView System Terms of Use:** Abbott reserves the right at any time to modify this Terms of Use and to impose new or additional terms or conditions on your use of the LibreView system. Such modifications and additional terms and conditions will be communicated to you by being displayed on-screen when you next use the Site, and if accepted, will be effective immediately. In the event that you refuse to accept such changes, Abbott will have the right to terminate this Terms of Use and your use of the Site as well as your LibreView system account upon four weeks' notice. **Additional Information for German Users:** You will be able to store or print out changes to this Terms of Use in legible form.