

LIBREVIEW SYSTEM PRIVACY NOTICE AND TERMS OF USE (LIBRELINK APP)
Effective Date: 31 January 2017

Please read this agreement carefully before using the LibreView system. If you are a child, please have your parent/guardian read this with you and discuss any questions you might have as you will need their permission to use the LibreView system. Your parent/guardian will need to consent and agree to this Privacy Notice and Terms of Use to create a LibreView system account for use by you.

This document is a legal agreement between you and Abbott Diabetes Care Inc. This agreement covers:

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

Abbott Diabetes Care Inc. (“**Abbott**”) is the developer of FreeStyle Libre sensors for the FreeStyle Libre flash glucose monitoring system (“**FreeStyle Libre sensor**”) and is the data controller of your personal information, including health-related information within the LibreView data management system (“**LibreView system**”), where you may upload data based on readings from your FreeStyle Libre sensor using the LibreLink app (“**LibreLink app**”).

AirStrip Operations, LLC (“**AirStrip**”) is the developer of the LibreLink app and holds the marketing authorisations/registrations (including the CE Mark) for the LibreLink app.

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

By using AirStrip’s LibreLink app to read your FreeStyle Libre sensor, the LibreLink app will calculate your glucose values that will then be uploaded to and stored in the LibreView system. 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 parties may offer services, software and mobile apps that may claim to be compatible with your FreeStyle Libre sensor, the LibreLink app and/or the LibreView system but are not authorised by Abbott for use with the FreeStyle Libre sensor, the LibreLink app or the LibreView system. Abbott, AirStrip and Newyu do not recommend using the FreeStyle Libre sensor, the LibreLink app or the LibreView system with these unauthorised third party products, and are not responsible if you do. If you do use these third party products or services, your use would be subject to their respective privacy policies and terms of use.

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

YOUR USE OF THE LIBREVIEW SYSTEM CONSTITUTES, AND IS CONDITIONED UPON, YOUR AGREEMENT TO BE BOUND BY THIS PRIVACY NOTICE AND TERMS OF USE AND YOU CONSENT TO THE PROCESSING OF YOUR PERSONAL INFORMATION, INCLUDING HEALTH-RELATED INFORMATION. IN CERTAIN EXCEPTIONAL CIRCUMSTANCES, ABBOTT’S DATA PROCESSOR, NEWYU, MAY NEED TO ACCESS YOUR PERSONAL INFORMATION, INCLUDING HEALTH-RELATED INFORMATION TO RESOLVE A CUSTOMER SERVICE ISSUE FOR YOU AND IF YOU LIVE OUTSIDE THE UNITED STATES, AND WHERE CONSENT IS REQUIRED BY LAW, YOU CONSENT TO THE ACCESS AND TRANSFER OF SUCH INFORMATION IN SUCH CIRCUMSTANCES. BY CLICKING “ACCEPT”, YOU EXPLICITLY CONSENT AND AGREE THAT THIS PRIVACY NOTICE AND TERMS OF USE WILL APPLY TO YOUR USE OF

THE LIBREVIEW SYSTEM AND TO THE PROCESSING AND TRANSFER OF YOUR PERSONAL INFORMATION INCLUDING HEALTH-RELATED INFORMATION AS SET OUT IN THE BELOW PRIVACY NOTICE. IF YOU, OR THE PERSON ON WHOSE BEHALF YOU ARE SETTING UP A LIBREVIEW SYSTEM ACCOUNT, DO NOT AGREE TO THIS PRIVACY NOTICE AND TERMS OF USE, DO NOT DOWNLOAD THE APP AND DO NOT SET UP A LIBREVIEW SYSTEM ACCOUNT.

(A) LIBREVIEW SYSTEM PRIVACY NOTICE

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

This Privacy Notice explains how we handle the personal information, including health related information that you provide to us through your use of the LibreView system (including if you use an Abbott Reader and the LibreView system concurrently as described below).

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

What does this Privacy Notice apply to?

This Privacy Notice applies only to the personal information you submit when creating an account in the LibreView system and to the personal information, including health-related information, you upload to the LibreView system when you use the LibreLink app to scan your Abbott FreeStyle Libre sensor and any customer services we provide that are connected to your use of the LibreView system.

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

What information does this Privacy Notice govern?

This Privacy Notice covers the following information:

- Your LibreView system account profile, which includes your name, date of birth and country, and for adults creating a LibreView system account for their own use, their email address. For LibreView system accounts created by a parent/guardian for use by a child, this Privacy Notice covers the child’s name, date of birth and country and the name and email address of the parent/guardian.
- Health-related information scanned from your FreeStyle Libre sensor, such as how often you scan your FreeStyle Libre sensor, your use of the FreeStyle Libre sensor, glucose targets, glucose values, logged insulin, logged food, logged exercise and other logged notes.

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

In the future, we may provide new functionality and features to the LibreLink app, and you may be able to upload additional personal information to your account in the LibreView system, such as:

- The LibreLink app may permit you to link it with other third party apps, and if you do so, you may upload that information into the LibreView system. Where you link your LibreView system account with other third party products or services, we may receive information from those third parties where you have

consented to that disclosure. Any use by you of those third party apps will be subject to their respective terms and conditions and privacy notice.

- If you use the LibreView website, you may also be able to upload information from your FreeStyle Libre glucose monitoring system readers (“**Readers**”) or from other major glucose monitors. At the time the LibreView website becomes available, you will be asked to consent to the website privacy notice and terms of use.

You may manage how your LibreLink app interacts with your LibreView system account by accessing the LibreLink app settings. You may also use the LibreLink app to change your settings on the LibreView system; but the LibreLink app only transmits data directly to the LibreView system which will then handle your personal information pursuant to this Privacy Notice.

How does Abbott use personal information?

Abbott will use your personal information in the following ways:

- to provide you with a LibreView system account to give you access to and present your information, including health-related information, in an easy to use and effective manner.
- to respond to your questions or respond to your request for support, including troubleshooting any performance issues.
- to better understand how you interact with and use the LibreView system, including its functionality and features.
- to prepare and send you tailored marketing information, based on the data uploaded (including health-related information) or connected with your LibreView system account, including from your local Abbott company where you have opted in. You will be provided with an opportunity to opt out of these communications.
- if you are a parent/guardian, to enable you to create a LibreView system account for use by your child, and allow you to manage their use of your LibreView system account.

In case you use an Abbott Reader (together with the FreeStyle Libre software) and the LibreView system, there are two separate data flows. Abbott will never combine these data flows (the de-identified data obtained through the FreeStyle Libre software and the data you upload to the LibreView system) for the purposes of re-identification. Abbott uses technical and organizational measures to ensure that these data flows remain separate. This supplements the FreeStyle Software Privacy Policy accordingly.

YOU AGREE THAT BY CREATING A LIBREVIEW SYSTEM ACCOUNT AND BY ACCEPTING THIS PRIVACY NOTICE, YOU CONSENT TO THE PROCESSING OF YOUR SENSITIVE HEALTH-RELATED INFORMATION AS SET OUT HEREIN.

How does Abbott use other types of information?

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

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

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

Does Abbott share personal information with third parties?

We only share personal information with our third party suppliers so that we may provide, maintain, host and support the LibreView system. Newyu, which holds the marketing authorisations/registrations for the LibreView system, will process personal information, including health-related information, on our behalf as a third party supplier. The hosting of your LibreView system account in the cloud is by Amazon Web Services in Europe, unless you live in France where your personal information will be hosted in France by Orange Business Services, accredited by the ASIP Santé to host health-related information. Where we provide your personal information to third party suppliers to assist us with the provision of your LibreView system account, they are required to keep your personal information confidential and secure and to use your personal information to the minimum extent necessary.

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

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

How does Abbott secure personal information?

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

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

Where does Abbott store and transfer personal information?

The personal information transmitted to the LibreView system will be stored in the cloud on secure servers. If you select a country in Europe as your country of residence, your personal information is hosted on servers within the European Union. If you select France as your country of residence, your personal information, including health-related information will be hosted in France by Orange Business Services, accredited by the ASIP Santé to

host health-related information. If you select the United States as your country of residence, your personal information is hosted on servers in the United States. If you select another country within another region such as the Asia Pacific or Latin America, your personal information will be hosted on servers within that region or otherwise in accordance with the data storage and privacy requirements of your country/region.

We may occasionally need to access or view your personal information, such as your name and email address, and in certain exceptional circumstances your health-related information, via a secure network from the United States to the extent it is necessary for us to provide you with technical support or to troubleshoot any system issues in relation to your LibreView system account.

We may also transfer information to the United States from Europe (except France), Asia Pacific, Latin America or other regions via a secure network in de-identified or pseudonymised form, which prevents us from identifying you, for the purpose of conducting data analysis and analytics. The United States may not provide data protection or privacy laws equivalent to the laws of your country, however we put appropriate measures in place to protect your personal information.

YOU AGREE THAT BY CREATING A LIBREVIEW SYSTEM ACCOUNT AND BY ACCEPTING THIS PRIVACY NOTICE, YOU AGREE AND CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION AND TO THE ACCESS OF YOUR PERSONAL INFORMATION, INCLUDING HEALTH-RELATED INFORMATION, WHICH MAY BE REQUIRED IN EXCEPTIONAL CIRCUMSTANCES. Where such exceptional access is required, we will endeavour to seek your consent again before accessing your health-related information.

Will Abbott send me marketing material?

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

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

How does Abbott protect the privacy of children?

When a child installs the LibreLink app and is prompted to create a LibreView system account, they are required to enter their date of birth and country so that we may establish whether they are a child under the law of their country. If a date of birth attributable to a child is entered, you will be required to enter the email address of a parent/guardian before a LibreView system account will be created. The parent/guardian must consent to their child's use of the LibreView system. Upon such consent, a LibreView system account will be created for the parent/guardian for use by a child.

Where a child wishes to utilise one of the functions in the app which acts to disclose their personal information, including health-related information, with any other party (e.g. "Share") they are prevented from doing so without obtaining the consent of their parent/guardian. Before a child may share, their parent/guardian is required to enter their password to enable this functionality. We will send parents/guardians notice via their registered email

address when the sharing settings have been accessed, and it is the parent's responsibility to manage their child's share settings.

At any time, a parent/guardian may stop the collection of a child's personal information, including health-related information, by requesting that Abbott delete the LibreView system account used by a child by contacting us at libreviewprivacy@newyu.com. This action will delete the account being used by the child but we retain aggregated and de-identified information and may need to retain certain personal information as required by law.

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

You may correct your profile information through the LibreView system account settings within the LibreLink app. We are not able to correct/amend FreeStyle Libre sensor readings stored in the LibreView system account, but will assist you with deleting your FreeStyle Libre sensor readings so that that you can reload the correct information.

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

If you are child, please also note that we whilst you may also have the right to access the personal information we hold about you, we may receive a request for access from your parent/guardian and in some circumstances, we may respond directly to your parent/guardian.

How do I delete my LibreView system account?

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

Once your LibreView system account and any associated personal information has been deleted, you will no longer have access to the LibreView system and deletion of your account may be irreversible. You may not therefore be able to reactivate your LibreView system account or retrieve any personal information, including health related information, so you may want to download and save any required information before requesting that we delete your account from the LibreView system.

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.

How can I contact Abbott?

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

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

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

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

For French Users

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

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

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

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

Changes to this Privacy Notice

If we change our privacy practices, an updated version of this Privacy Notice will reflect those changes. You will be alerted to updates simultaneously with your being asked to install an update to your LibreLink app. This means that when you install an updated version of the LibreLink app on your mobile device, you will also be notified if there is a new version of this Privacy Notice and will be prompted to read and accept it so that you can continue to access and use your LibreView system account via the LibreLink app. Without prejudice to your rights under applicable law, we reserve the right to update and amend this Privacy Notice without prior notice to reflect technological advancements, legal and regulatory changes and good business practices to the extent that it does not change the privacy practices as set out in this Privacy Notice.

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

(B) LIBREVIEW SYSTEM TERMS OF USE

1. General: Your usage of the LibreLink app is subject to this Privacy Notice and Terms of Use as well as your end user licence agreement with Airstrip. The marketing authorisations/registrations for the LibreView data management system are held by Newyu, Inc. By using the LibreLink app to read your FreeStyle Libre sensor, you acknowledge that your glucose data will be calculated by and transmitted through the LibreLink app, and stored in the LibreView system.

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

2. LibreView system account: The LibreLink app is your gateway to creating a LibreView system account in which your personal information, including health-related information, and your FreeStyle Libre sensor readings 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.

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

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

3. 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 to 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 your 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.

IF YOU ARE A PARENT/GUARDIAN CREATING A LIBREVIEW SYSTEM ACCOUNT FOR USE BY A CHILD OR OTHERWISE USING 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. Limitations on Use: You agree to use the LibreView system only for purposes permitted by this Terms of Use, and only to the extent permitted by any applicable law, regulation or generally accepted practice in the applicable jurisdiction. If your use of the LibreView system or other behaviour intentionally or unintentionally threatens Abbott's ability to provide the LibreView system, Abbott shall be entitled to take all reasonable steps to protect the LibreView system, which may include suspension of your access to the LibreView system or termination of your LibreView system account. Nothing in this Terms of Use shall be construed to convey to you any interest, title or license in a LibreView system account or similar resource used by you in connection with the LibreView system. You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the LibreView system (or any part thereof) for any purpose.

5. Permitted Uses of your LibreView System Account: If you are an adult, this Terms of Use allow you to set up a LibreView system account: (i) if you are an individual user for yourself or other adult or child in your household for personal, non-business use by you and other members of your household; or (ii) if you are a professional or organisational user, you may create a LibreView system account over your organisation's network, for use by any employee or other individual authorised by your organisation. IF YOU ARE SETTING UP A LIBREVIEW SYSTEM ACCOUNT FOR A THIRD PARTY/PARTIES, YOU SHOULD FIRST SHARE THE INFORMATION FOUND IN THIS PRIVACY NOTICE AND TERMS OF USE WITH THAT THIRD PARTY AND SECURE THEIR CONSENT AND AGREEMENT. Where you have created a LibreView system account for use on your organisation's system, network or computers or otherwise for a third party, you represent and warrant that you have all appropriate permissions, authorities and consents required to use the LibreView system in accordance with this Privacy Notice and Terms of Use, including in relation to personal information provided to you by third parties.

6. Prohibited Uses of your LibreView System Account:

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 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) or use the LibreLink app to connect to a FreeStyle Libre sensor that has been started by someone else or collect data from a FreeStyle Libre sensor that another is wearing for the purpose of transmitting their data to your LibreView system account. 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) unless you are that

child's parent/guardian, including but not limited to any of the following: full name or last name, date of birth, email address, and their FreeStyle Libre sensor data;

(d) 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;

(e) post, send, transmit or otherwise make available any unauthorised email messages, spam or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

(f) 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;

(g) 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);

(h) gather, store or upload personal information, including health information, on any persons using an Abbott FreeStyle Libre flash glucose monitoring system without have received their prior consent or without otherwise being authorised to do so, for example, if you are a caregiver, HCP or parent or guardian;

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

(j) 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.

7. 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.

8. Availability and Accuracy of Information: The LibreView system, or any feature or part thereof, may not be available in all languages or in all countries and Abbott makes no representation that the LibreView system, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the LibreView system, you do so at your own initiative and are responsible for compliance with any applicable laws. Any 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.

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