

Terms of use

PLEASE READ THE FOLLOWING TERMS OF USE (“TERMS OF USE”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY GLOOKO AB, A COMPANY REGISTERED IN SWEDEN UNDER COMPANY REGISTRATION NUMBER 556668-4675 (“GLOOKO”). THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR EACH USER’S (AS DEFINED BELOW) USE OF THE GLOOKO SERVICE INCLUDING, WITHOUT LIMITATION, ANY OTHER SOFTWARE, SERVICES, FEATURES, CONTENT, WEBSITES) OR APPLICATIONS (INCLUDING WITHOUT LIMITATION MOBILE AND WEB APPLICATIONS) OFFERED, FROM TIME TO TIME, BY GLOOKO (COLLECTIVELY “SERVICE(S)”). BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WANT TO BE BOUND BY THESE TERMS OF USE DO NOT USE THE SERVICES. BY AGREEING TO THESE TERMS OF USE YOU ARE ALSO REPRESENTING THAT YOU ARE OF THE APPROPRIATE LEGAL AGE TO ENTER INTO SUCH AN AGREEMENT.

Services

The Services are designed to assist You (“You,” the “User”) in managing your diabetes. The Services are available only to individuals who are adults, or children whose use is supervised by a parent and/or legal guardian. The Services (including without limitation, any content) is provided to You for Your personal, non-commercial use. You will not use the Services in a manner inconsistent with (i) these Terms of Use, or (ii) any and all applicable laws and regulations.

Not Medical Advice or Healthcare Services

The Services are not intended to provide treatment decisions or to be used as a substitute for professional healthcare advice. Glooko and the Services do not offer or provide any medical advice and the Services and content provided or accessed through the Services are for informational purposes only. You understand that Glooko is not a healthcare professional and Glooko does not offer medical advice or diagnoses, or engage in the practice of medicine or provision of healthcare services of any kind. The Services are not intended to be a substitute for professional medical advice, diagnosis, or treatment and is offered for

informational purposes only. The User is solely responsible for obtaining proper treatment for his or her conditions. Always seek the advice of Your physician or other qualified health provider with any questions regarding Your medical condition or the use (or frequency) of any medication or medical device. Never disregard professional medical advice or delay in seeking it because of something You have read in connection with the Services.

You are solely responsible for any decisions or actions You take based on the information and materials available through the Services. Reliance on any information provided by Glooko or in connection with the Services is solely at Your own risk.

Please consult Your doctor or other qualified health care provider if You have any questions about a medical condition, or before taking any drug, changing Your diet or commencing or discontinuing any course of treatment.

GLOOKO IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU MAY OBTAIN THROUGH YOUR USE OF THE SERVICES.

If You think You may have a medical emergency, call Your doctor or the emergency number used in your current location immediately (For example, 112 in the EU).

Account Registration

As part of the registration process You will need to create an account with a username and password. It is Your responsibility to ensure that the information You provide is true, accurate, not misleading and secure. You cannot create an account or username and password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. Glooko reserve the right with or without notice to suspend or terminate any account in breach.

Any information You provide Glooko shall be accurate, complete and updated. You are solely responsible for the activity that occurs on Your account, for maintaining the confidentiality of and for any information You input to the Services. You shall not use or access another user's account without such other user's express permission. You will immediately notify Glooko in writing of any unauthorized use of Your account, or any other account-related security breach of which You are aware.

If You have forgotten Your username or password, Glooko will use an email address provided by You to send Your username or temporary password. If for any reason You suspect that Your username and password has been disclosed to or obtained by another party You should contact us immediately. Please note that Glooko never contact users requesting them to confirm their username and password or other details.

If You use mobile services to enter and maintain Your personal information, You understand that You are responsible for safeguarding and securing Your mobile device and the associated credentials (such as user identifiers and passwords). If You leave Your mobile device unattended, or if it is lost or stolen, You understand that Your personal information may be accessible to others.

Computer Equipment; Browser Access and Internet Services

With the exception of the Services, You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "**Systems**") necessary for You to access and use the Services. This responsibility includes, without limitation, You utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining internet services via the internet service provider of Your choice, for any and all fees imposed by such internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks

associated with using open networks such as the internet, and You hereby expressly assume such risks. You acknowledge that You are responsible for the data security of the Systems used to access the Services, and for the transmission and receipt of information using such Systems. You acknowledge that You have requested access to the specific Services for Your convenience, have made Your own independent assessment of the adequacy of the Internet and Systems, and that You are satisfied with that assessment. Glooko are not responsible for any errors or problems that arise from the malfunction or failure of the internet or Your Systems.

Acceptable Use

As a condition of use, You promise not to use the Services for any purpose that is prohibited by the Terms of Use or other rules or policies implemented by Glooko from time to time. The Services (including, without limitation, any Content) is provided only for Your own personal, non-commercial use.

For purposes of these Terms of Use, the term “Content” includes, without limitation, any information, data, text, photographs, videos, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Glooko or its partners or through the Services. By way of example, and not as a limitation, You shall not (and shall not permit any third party to) take any action that: (i) would constitute a violation of any applicable law, rule or regulation; (ii) infringes on any intellectual property or other right of any other person or entity; (iii) is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; or (iv) impersonates any person or entity. Glooko reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content, or if Glooko is concerned that You may have violated the Terms of Use), or for no reason at all.

Furthermore, You shall not (directly or indirectly): (i) take any action that imposes or may impose an unreasonable or disproportionately

large load on Glooko's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass any measures Glooko may use to prevent or restrict access to the Services (or parts thereof); (iv) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, except to the limited extent applicable laws specifically prohibit such restriction; (v) modify, translate, or otherwise create derivative works of any part of the Services; or (vi) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that You receive hereunder.

Support

Glooko offers email-based and online support tools. You may access support resources or contact our support by visiting <https://support.diasend.com/hc>. In some countries, regions or associated with certain partners, Glooko may direct You to obtain support from third party service providers. Glooko does not make any promises regarding how quickly Glooko will respond to Your request for support, or that Glooko will be able to fix any problems You may be having. Any suggestions or information provided by Glooko regarding use of the Services shall not be construed as a warranty.

Termination

Glooko may terminate Your access to all or any part of the Services at any time if You fail to comply with these Terms of Use. This may result in the forfeiture and destruction of all information associated with Your account and will immediately terminate Your ability to use the Services in any way. If You wish to terminate Your account, You may do so via logging in to your account and deleting the account or by contacting the support." All provisions of the Terms of Use, which by their nature should survive termination, shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability.

Use of Your Information

If You create, transmit, submit, display or otherwise make available information (including, without limitation, information You have made

available automatically through connection of any hardware to Services) while using the Services, You may provide only information that You own or have the right to use. When You provide access to any such information through the Services, You give Glooko a license to fully use that information in connection with providing You the Services. However, Glooko may only use the information You provide as permitted by the Glooko's Privacy Notice (available by visiting <https://www.glooko.com/privacy/>), and applicable law. If You use the Services together with Your healthcare provider, Your healthcare provider might have access to Your data and might transfer that data to Your file on their Electronic Health Record "EHR". Glooko is in no way responsible for any processing of Your data conducted by healthcare providers. Please closely review Glooko's Privacy Notice (available by visiting <https://www.glooko.com/privacy/>) for more information regarding how Glooko use and disclose Your personal information. Glooko's Privacy Notice is hereby incorporated into these Terms of Use by this reference.

Glooko may also enter into business arrangements with third parties which will allow You to share Your personal data with them. Whether to share Your personal data with these third parties will be up to You. By properly following instructions provided to You by Glooko and these third parties, You will be able to decide whether You want to share any personal data with these third parties.

Intellectual Property

The Services are owned by Glooko. Glooko grants to You, for Your personal purposes only, a nonexclusive, limited and revocable right to access and use the Services, so long as You comply with the terms of this Terms of Use. You agree not to use the Services for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Services without Glooko's prior written consent. All materials available through the Services may be accessed, downloaded or printed for the non-commercial purpose and solely within the scope allowable by this Terms of Use. No other use of these materials may be made without express written permission of Glooko. Any unauthorized use of the words or images from the Services

may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes. The Services include materials that are derived in whole or in part from materials that are copyrighted, including the format and layout of the Services. The copyrights are owned by Glooko, or for licensed content, the content providers. None of the names, trademarks, service marks and logos of Glooko or third parties appearing on the Services may be used in any advertising or publicity, or otherwise to indicate Glooko's or such third party's sponsorship of or affiliation with any product or service without express written permission of Glooko or such third party. Nothing contained within the Services should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right of use to any trademark displayed on or through the Services without the written permission of Glooko or the third party owner of the trademark, if any. The Services may contain other proprietary notices and copyright information, the terms of which must be observed and followed by You.

Use of Third Party Hardware and Software with the Services

If accessing the Services via mobile application(s), You will only use Apple or Android compatible device(s) that You own or control. In order to use the Services, You must download the mobile application(s) or access them by going to www.diasend.com, or by syncing Your mobile device(s) with Glooko-approved hardware in Your healthcare provider's office.

You may choose to use the Services in connection with any of the Glooko approved third party health care management hardware and software (available by visiting <https://www.glooko.com/compatibility/>), as updated by Glooko in its sole discretion from time to time. All hardware and software provided by third parties is subject to the terms of use, licensing provisions, and warranties issued by such third parties for such hardware and/or software. Whether You purchase the hardware or software from Glooko or receive it from a third party, such as a manufacturer, health-care provider, employer or an insurance company, these Terms of Use shall apply to Your use of the Services.

Third Party Service Providers

You may choose to allow a third party service provider to retrieve,

provide, modify or otherwise use health and other information in Your account or otherwise share Your information with such a service provider. Sharing of Your personal data with a third party is solely at Your own risk. Once You enable a specific third party service provider to access Your account, such service provider may continue to access Your account until You affirmatively disable access. Third party service providers may include both health care providers and other entities. It is Your sole responsibility to review and approve each such third party service provider before sharing Your information. USE OF THESE SERVICES AND RELIANCE ON THIS CONTENT IS SOLELY AT YOUR OWN RISK. GLOOKO MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD PARTY SERVICE OR CONTENT.

Third Party Terms

The Services may also include software, data or other items licensed to Glooko by third parties. Your use of such third party items is subject to the provisions of these Terms of Use, except as required otherwise by the applicable third party. You must comply with the additional provisions required by vendors of such third party items made available to You, which are incorporated into and made a part of these Terms of Use. Such third party terms applicable to Your use of the Services are incorporated into and made a part of these Terms of Use.

Third Party Links

Glooko may also provide You with links to, or contact information for, third party sites or services. Glooko is not responsible for, and does not endorse, any third party content, sites, or services including, without limitation, any health care providers, products, tests, procedures, services, opinions, or web sites accessed or mentioned on the Services. Use of any third party sites and/or services is solely at Your own risk.

Disclaimer of Warranties

THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY,

OPERATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. GLOOKO AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS AND PARTNERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) WILL MEET YOUR REQUIREMENTS, BE RETRIEVABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

GLOOKO DOES NOT WARRANT ANY THIRD PARTY DEVICE, SMART DEVICE, SOFTWARE, SERVICE OR DATA THAT YOU MAY USE IN CONNECTION WITH ANY SERVICES, WHETHER OR NOT SUCH THIRD PARTY ITEM IS DESCRIBED IN, OR AVAILABLE OR CAN BE CONNECTED TO THROUGH, ANY GLOOKO PRODUCT, SOFTWARE APP OR GLOOKO SERVICE.

NO INFORMATION OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH GLOOKO OR THE SERVICES WILL CREATE ANY WARRANTY, EXCEPT FOR ANY LIMITED WARRANTY INCLUDED IN THE APPLICABLE GLOOKO PRODUCT'S LABELING.

GLOOKO DOES NOT WARRANT THE ACCURACY OF ANY USER DEVICE, AND THE USER DATA UPLOADED FROM ANY USER DEVICE AND RECEIVED BY GLOOKO IS PROVIDED TO THE USER "AS-IS." GLOOKO DOES NOT ASSUME ANY OBLIGATION TO, AND DOES NOT WARRANT THAT IT WILL, CREATE OR INCLUDE ADDITIONAL FEATURES OR FUNCTIONALITY FOR THE SERVICES.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

Indemnification

You shall defend, indemnify, and hold harmless Glooko, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers

and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) Your use or misuse of, or access to, the Services, or (ii) Your violation of these Terms of Use or any applicable law, contract, policy, regulation or other obligation. Glooko reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with Glooko in connection therewith.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GLOOKO (NOR ITS DIRECTORS, EMPLOYEES, AGENTS, SPONSORS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS, DISTRIBUTORS OR RESELLERS) BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, LOSS OF GOODWILL OR OPPORTUNITY, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR SUBSTITUTE GOODS OR SERVICES, (II) FOR YOUR RELIANCE ON THE SERVICE (III) FOR ANY DIRECT DAMAGES (IV) FOR ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, EVEN IF GLOOKO HAS ADVISED OF THE POSSIBILITY OF ANY OF THE AFOREMENTIONED DAMAGES. EXCEPT AS INCLUDED IN ANY PRODUCT LABELING, AND WITHOUT LIMITING YOUR RIGHTS UNDER APPLICABLE MANDATORY LAW, IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THEIR USE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Governing Law and Dispute Resolution

Any dispute, controversy or claim arising out of, or in connection with, these Terms of Use, or the breach, termination or invalidity thereof, shall be exclusively settled by the courts of Sweden with the District Court of city Gothenburg as the court of the first instance.

These Terms of Use shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction. Notwithstanding the above, if You are a consumer based in the European Union, Switzerland, Norway or Iceland, the governing law and forum for disputes shall be the laws and courts of the country where You reside.

Export Restrictions.

The Services may be subject to United States export control laws. As a result, You represent, warrant and covenant that You are not (a) located in, or a resident or a national of, any country subject to a United States government embargo or other restriction or any country that has been designated by the United States government as a “terrorist supporting” country ([click here](#) for more information); and (b) on any of the United States government lists of restricted end users (for example, including the “Specially Designated Nationals” list available [here](#)).

Modification

Glooko reserves the right, in its sole discretion, to modify or replace all or any part of the Terms of Use (including, without limitation, pricing and payment terms), or change, suspend, or discontinue all or any part of the Services at any time by posting a notice on the Services or by sending You an email. It is Your responsibility to check the Terms of Use periodically for changes. Your continued use of the Services following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Glooko may modify these Terms of Use from time to time. Any and all changes to these Terms of Use will be posted on Glooko’s website(s), as updated from time to time, and/or e-mailed to You. In addition, these Terms of Use will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to these Terms of Use when You use the Services after those changes are posted.

Miscellaneous

The Terms of Use are the entire agreement between You and Glooko with respect to the Services, and supersede all prior or

contemporaneous communications and proposals (whether oral, written or electronic) between You and Glooko with respect to the Services. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Terms of Use are personal to You, and are not assignable or transferable by You except with Glooko's prior written consent. Glooko may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or two days after it is sent, if sent for next day delivery by recognized overnight delivery Services.

Apple-Specific Terms

Your use of the of the Apple App Store owned and operated by Apple, Inc. is governed by the applicable legal agreements between You and Apple, Inc. (found at: <https://www.apple.com/legal/>).

Google-Specific Terms

Your use of the Google Play marketplace owned and operated by Google Inc. is governed by the legal agreement between You and Google, Inc. consisting of the Google Terms of Service (found at <http://www.google.com/accounts/TOS>) and the Google Play Terms of Service (found at https://play.google.com/intl/en-US_us/about/play-terms.html).

Contact

If You have any questions regarding the Services, please contact

Glooko's support by visiting <https://support.diasend.com/hc/en-us/requests/new>.

DMCA Copyright Infringement Claims.

The Digital Millennium Copyright Act of 1998 (the “**DMCA**“) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If You believe in good faith that materials available on the Glooko Services infringe Your copyright, You (or Your agent) may send to Glooko a written notice by mail or by e-mail requesting that Glooko remove such material or block access to it. If You believe in good faith that someone has wrongly submitted to us a notice of copyright infringement involving content that You made available through any Glooko Services, the DMCA permits You to send to Glooko a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. For details go to <https://www.copyright.gov/>. Notices and counter-notices must be sent in writing to Glooko's DMCA agent as follows: By mail to Legal Department, Glooko, Inc., 303 Bryant St, Mountain View, California USA 94041, United States, or by e-mail to Legal@Glooko.com. You can also reach Glooko's DMCA agent at the following phone number: 1 (888) 738-3646.

Glooko suggest that You consult Your legal advisor before filing a DMCA notice or counter-notice. You may have equivalent rights under other applicable laws.

In accordance with the DMCA and other applicable law, Glooko has adopted a policy of terminating, in appropriate circumstances, Glooko Services users who are deemed by Glooko to be repeat infringers. Glooko may also at its sole discretion limit access to the Glooko Services and/or terminate the accounts of any Glooko Services users who infringe any intellectual property rights of others, whether or not such users are deemed to be repeat infringers.

Effective March 18, 2020