

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

1. Terms of Sale

If you decide to purchase Lingo™ products and services through the Purchase Channels (as defined below), you are purchasing Lingo products and services from Lingo Sensing Technology Unlimited Company (“**Lingo Sensing Technology**”, “**we**”, “**us**”, “**our**”), the details for which are in the table below.

Name	Country	Registered Office	VAT no.
Lingo Sensing Technology Unlimited Company (registered no. 731659)	Ireland	70 Sir John Rogersons Quay, Dublin 2, D02 R296, Ireland	IE4101528TH

These terms and conditions of sale (“**Terms of Sale**”) apply to all Lingo Purchases (as defined in paragraph 2 below) ordered through any of the Purchase Channels (as defined in paragraph 3 below). By completing a Lingo Purchase on any Purchase Channel, you acknowledge and agree to be bound by these Terms of Sale and acknowledge that you have read the Lingo Privacy Notice set out at <https://www.hellolingo.com/privacy-notice>.

These Terms of Sale form a legal contract for the effecting of a Lingo Purchase and can only be amended or updated with Lingo Sensing Technology’s written consent. All Lingo Purchases you make are subject to the Terms of Sale in effect at the time such Lingo Purchase is made, unless such Terms of Sale are amended or updated in accordance with paragraph 6 below.

You are advised to print a copy of these Terms of Sale for reference.

2. Background to Lingo

References to “**Lingo Purchase**” include both Lingo subscriptions and one-time purchases.

Lingo Sensing Technology offers subscription models for purchasing Lingo products and services, the details for which are available on the Lingo website found at <https://www.hellolingo.com>. For a subscription fee that is set out on the Lingo website found at <https://www.hellolingo.com>, the Lingo subscription gives you a certain number of Lingo products within a certain time period set out on the Lingo website found at <https://www.hellolingo.com>. The subscription consists of an initial subscription fee followed by recurring subscription fee payments for each renewal of your subscription. By purchasing a Lingo subscription, you acknowledge that your subscription has an initial and recurring payment feature, and you accept responsibility for all recurring payments prior to cancellation.

In addition, Lingo Sensing Technology offers customers the opportunity to purchase Lingo products and services as a one-time purchase, the details for which are available on the Lingo website found at <https://www.hellolingo.com>. A one-time purchase consists of a one-time payment for Lingo products and services on or near the Order Date associated with the one-time purchase.

Certain Lingo services are available via the Lingo mobile application (which is free to download) and which is subject to its own terms and conditions. However, you will only have limited use of the Lingo mobile application until such time as you make a Lingo Purchase and create an account (see paragraph 4 below for more details about

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

creating an account).

3. Purchase Channels

You can make a Lingo Purchase either online through the Lingo website found at <https://www.hellolingo.com> or through such other channels as Lingo Sensing Technology may provide in the future ("**Purchase Channels**"). Your access to any of the Purchase Channels may be withdrawn at any time.

The Purchase Channels are for the sale and delivery of a Lingo Purchase to customers who are located in the United States and who are aged 18 or over, and are not on insulin. If you are not located in the United States, please visit <https://www.hellolingo.com> where you will be directed to the Lingo website in your country (if any). If you are under the age of 18, you are not permitted to make a Lingo Purchase.

4. Your Account

The email address that you use to make a Lingo Purchase must be the same email address you use to log into your account on the Lingo mobile application. Your Lingo account is also subject to the Lingo End User License Agreement a copy of which can be found at <https://www.hellolingo.com/eula>.

5. Account Security

You are responsible for maintaining the confidentiality of any passwords to prevent unauthorized access to your account. You agree to accept, and hereby do accept, responsibility for all activities that occur under your account and/or by use of your password.

You should take all necessary steps to ensure that your password(s) and account details are kept confidential and secure, and you should immediately inform the Lingo customer service team if you have any reason to believe that your password has become known to anyone else and/or if your password is being, or is likely to be, used in an unauthorized manner.

6. Amending or Updating These Terms of Sale

Without prejudice to your rights under applicable law, Lingo Sensing Technology may amend or update these Terms of Sale at any time.

If Lingo Sensing Technology amends or updates these Terms of Sale and you have an existing Lingo subscription, Lingo Sensing Technology will give you reasonable advance notice of the material changes and you may cancel your Lingo subscription (in accordance with paragraph 19) if you do not wish to be bound by the amended or updated Terms of Sale. By continuing your Lingo subscription after receiving reasonable advance notice of the changes, you hereby agree to be bound by the amended or updated Terms of Sale.

Any amendment or update to these Terms of Sale will be binding and govern your Lingo subscription as of the date specified on the amended or updated Terms of Sale.

The most recent version of the Terms of Sale will be posted online.

7. Language of Terms of Sale

These Terms of Sale are in English only.

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

8. Lingo Customer Service

You can contact the Lingo customer service team as follows: (a) via telephone at +1-888-764-7684, (b) via email at lingosupport-us@hellolingo.com or (c) via the chat function in the Lingo mobile application and on the Lingo website (if available in your country of residence). Communications between you and the Lingo customer service team are subject to the Lingo Privacy Notice set out at <https://www.hellolingo.com/privacy-notice>.

9. Use of Images

Images of Lingo products and services (e.g., the Lingo biosensor, mobile application screens, etc.) are for illustrative purposes only. Lingo products and services that you receive may vary from those images.

10. Lingo Mobile Application

In order to collect data from your Lingo biosensor, you will need to download the Lingo mobile application. Your access and/or use of the Lingo mobile application is governed by the Lingo End User License Agreement (“EULA”) available at <https://www.hellolingo.com/eula> and on the Lingo mobile application.

The Lingo mobile application may not be compatible with all mobile devices. Please see the applicable FAQ on <https://www.hellolingo.com> or use any other method that may otherwise be made available to you to check minimum system requirements for your operating system and mobile device before making a Lingo Purchase.

11. Medical Device Classification

The Lingo Glucose System is a Class II medical device under 21 CFR 862.1355 - Integrated Continuous Glucose Monitoring System cleared under K233655.

Indications of Use: The Lingo Glucose System is an over-the-counter (OTC) integrated Continuous Glucose Monitor (iCGM) intended to continuously measure, record, analyze, and display glucose values in people 18 years and older **not on insulin**. The Lingo Glucose System helps to detect euglycemic and dysglycemic glucose levels. **The Lingo Glucose System may also help the user better understand how lifestyle and behavior modification, including diet and exercise, impact glucose excursion.**

You are not intended to take medical action based on the device output without consultation with a qualified healthcare professional.

The Lingo Glucose System is NOT intended for diagnosis of diseases, including diabetes.

Do not use the Lingo Glucose System if you have problematic hypoglycemia because the Lingo biosensor has not been designed for this population. Consult with your healthcare provider to discuss which Abbott product or service is right for you.

Lingo products and services allow users to review and analyze glucose data. The Lingo program does not guarantee that everyone will achieve the same results as individual responses may vary. Consult your healthcare professional before making changes to your diet or exercise regimen or if you have an eating disorder or a history of eating disorders. You should never disregard professional medical advice or delay in seeking it because of information from Lingo products or services or information transmitted to or contained in your Lingo account.

Although you may obtain glucose data from your Lingo account, Lingo Sensing Technology is not a provider of medical care and data provided to you is not medical advice and should not be construed as such. Your decision to take action based on any information transmitted to or stored in your Lingo account or any information received

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

from Lingo Sensing Technology, or its affiliates, parents, or subsidiaries, or its or their respective employees, agents or suppliers is solely at your own risk.

Lingo Sensing Technology disclaims, to the maximum extent permitted by law, all liability for any loss or damage suffered by you or any person, be it directly or indirectly, as a result of or in connection with your decision to take action based on any information transmitted to or stored in your Lingo account or in connection with any Lingo products or services.

Any information, including content, does not constitute medical advice.

12. Product Availability

The effecting of a Lingo Purchase through the Purchase Channels is subject to availability. Lingo Sensing Technology will inform you as soon as possible if a Lingo Purchase is not available and Lingo Sensing Technology will not process your Lingo Purchase. If you have already paid for your Lingo Purchase, you will be refunded in full if your Lingo Purchase cannot be fulfilled. Lingo Sensing Technology reserves the right to impose restrictions on the number of Lingo Purchases that can be made and the interval at which these can be purchased.

Lingo Sensing Technology will not be liable to you for any modification, suspension, or discontinuation of the products and/or services in your Lingo subscription, although if we suspend or discontinue the products and/or services in your Lingo subscription, we may, in our sole discretion, provide you with a credit, refund, discount or other form of consideration.

13. Warranty

Lingo Sensing Technology is under a legal duty to ensure that the Lingo Purchase conforms with the description included on <https://www.hellolingo.com>, is of satisfactory quality, and is reasonably fit for its intended purpose as described by Lingo Sensing Technology.

14. Orders, Shipping, and Delivery

The meaning of your "**Order Date**" varies depending on the type of Lingo Purchase that you make:

If you place a single one-time purchase, your Order Date will be the date on which your order for such purchase is placed.

At any given time, you may only have up to two (2) one-time purchases placed. If you place two one-time purchases, Lingo Sensing Technology will automatically assign sequential Order Dates to each of your one-time purchases so that only one (1) one-time purchase is active at any time, and these Order Dates will be viewable on your Lingo account. For example, if you place a 2-week one-time purchase and a 4-week one-time purchase, Lingo Sensing Technology may determine that the Order Date for the 2-week one-time purchase will be the date on which you place the order, and that the Order Date for the 4-week one-time purchase will be two (2) weeks after the date on which you place your order (i.e., following completion of the 2-week one-time purchase).

If you place a Lingo subscription order, your first Order Date will be the date on which you place your order, and Lingo Sensing Technology will charge you the subscription fee on or near this Order Date. During the course of your Lingo subscription, you will have additional Order Dates that indicate the date on which your next product shipment will be processed by Lingo Sensing Technology, and no payment will be due on these Order Dates. After a term of your Lingo subscription completes (e.g., after 12 weeks), your next Order Date will be the date

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

on which your Lingo subscription renews, and Lingo Sensing Technology will charge you the subscription fee for such renewed Lingo subscription on or near this Order Date.

You can view details of and manage your Lingo Purchases, including viewing your next Order Date and the next Order Date on which your Lingo subscription will renew and on which your next payment will be due, in your Lingo account on <https://www.hellolingo.com>.

In the case of a one-time purchase, if you order two one-time purchases, and the second one-time purchase has an Order Date that is more than two (2) business days away, you can change such second Order Date to a date that is up to ninety (90) days after the original second Order Date by going to your Lingo account.

In the case of a subscription, we will only process two (2) Lingo biosensors for shipping every four (4) weeks for the duration of your subscription. Subsequent sets of Lingo products in your subscription will be automatically processed on each Order Date (e.g., every four (4) weeks) for the duration of your subscription until you cancel or your subscription terminates in accordance with these Terms of Sale.

You can pause your Lingo subscription indefinitely or you can change an Order Date in your Lingo subscription (not applicable to the first set of Lingo products in your subscription), to a future date that is up to ninety (90) days after the original Order Date. However, any pause or change must be made in your Lingo account at least two (2) business days before an Order Date to be effective. When you change an Order Date, all subsequent Order Dates will be updated to occur every four (4) weeks after the revised Order Date. You will not be charged while your Lingo subscription is paused, or while you are awaiting a delayed Order Date. Once your subscription is unpaused, or the delayed Order Date occurs, charges will resume.

For all Lingo Purchases, all delivery times specified in the Purchase Channels are estimates only and are not guaranteed. Lingo Sensing Technology cannot and does not accept responsibility for any delays in delivery that are out of our control. If a shipment date is scheduled on a bank holiday or weekend, your Lingo products may ship slightly later than usual. Once your order has been shipped, you will receive a shipping confirmation email.

If we are unable to deliver your Lingo products after three (3) attempts, your products will be returned to Lingo Sensing Technology, and Lingo Sensing Technology will cancel your Lingo Purchase. You will receive a notification that your products could not be delivered and that your Lingo Purchase has been cancelled. We will refund your Lingo Purchase if the undelivered product is part of: (i) a one-time purchase, or (ii) the first shipment of a Lingo subscription (including the first shipment of a Lingo subscription renewal). We will not refund your Lingo Purchase if the undelivered product is part of a Lingo subscription and is not the first shipment of such Lingo subscription.

Lingo Sensing Technology will deliver directly to the United States address specified when you made your Lingo Purchase. If you need to change your delivery address after you effect your Lingo Purchase, you will need to contact customer service, or, if you have a subscription, you can do so within your Lingo account. A change of address will take two (2) business days to be effective. You must therefore ensure when purchasing a subscription that you change your address in your Lingo account at least two (2) business days before your next Order Date.

15. Prices

The prices of Lingo Purchases will be as described through the relevant Purchase Channel from time to time. Lingo Sensing Technology will take reasonable care to ensure that prices for Lingo Purchases are correct at the time an order is placed.

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

If you purchase a Lingo subscription, you agree that your subscription will automatically renew until cancelled by you, in accordance with paragraph 19. This means that you will be charged within two (2) business days from your first Order Date and on a recurring basis approximately every twelve (12) weeks thereafter unless you cancel your Lingo subscription at least two (2) business days before the next Order Date on which your Lingo subscription renews. By authorizing payment for your Lingo subscription, you authorize future payments for your Lingo subscription using the payment method saved in your Lingo account. The Order Date on which your Lingo subscription renews can be found in your Lingo account. If a payment is scheduled on a bank holiday or weekend, Lingo Sensing Technology may take such payment up to five (5) business days prior to the regular payment date.

If any payment is not processed prior to the day your Lingo products are shipped, Lingo Sensing Technology has the right to suspend delivery of your Lingo products until such time payment is received and Lingo Sensing Technology will notify you of such suspension. If payment is not accepted within a reasonable time following notification of your suspension, you will be notified that your Lingo Purchase has been cancelled. You may reach out to the Lingo customer service team to start a new Lingo Purchase.

Prices for Lingo subscriptions may change from time to time. If Lingo Sensing Technology decides to increase the prices for your Lingo subscription it may do so by giving you at least one month's notice of such increases. If you do not agree with the increased price, you may cancel your Lingo subscription within one month of being notified of the price increase by contacting us using the method set out in the notice to you or in accordance with paragraph 19; your subscription will end and we will not send you any more Lingo products (unless you have already paid for products as part of an upfront payment, in which case, these will still be sent to you).

The prices for Lingo Purchases do not include taxes or shipping charges. You will be informed of the applicable taxes and shipping charges when you make your purchase through the Purchase Channel. Applicable taxes and shipping charges will be added to the total amount due.

Incorrect Prices:

It is your responsibility to confirm that you have been charged for the correct amount. If you become aware that you have been charged an incorrect price, then you must notify Lingo Sensing Technology within three (3) months of the applicable Lingo Purchase. In such instance, or if Lingo Sensing Technology otherwise becomes aware that you have been charged the incorrect amount, then either:

(x) where the correct price is less than the price stated through the Purchase Channel, you will be charged the lower amount; or

(y) where the correct price is higher than the price stated through the Purchase Channel, the Lingo customer service team will contact you by email to confirm whether you wish to proceed with the Lingo Purchase or cancel the Lingo Purchase. If the Lingo customer service team is unable to contact you, your order will be cancelled, and you will be notified in writing.

Lingo Sensing Technology will refund you using the same means as you used for the transaction. For example, if you paid by card, then you will be reimbursed on the card used by you to pay.

16. Special Offers:

From time to time, Lingo Sensing Technology may make special offers available through the Purchase Channels. Lingo Sensing Technology will provide the terms of any special offers at the time of purchase. Any such terms are hereby deemed to incorporate these Terms of Sale in full. In the event of any conflict between these Terms of Sale and any special offers, these Terms of Sale shall prevail.

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

17. Payment Method

Lingo Sensing Technology accepts most major credit and debit cards for payment. The accepted methods of payment are displayed on <https://www.hellolingo.com>.

Payment for your Lingo Purchase and all applicable shipping charges and taxes must be made in advance of shipment of your product(s). Your account will record that payment has been taken by Lingo Sensing Technology. You hereby confirm that you are authorized to use the payment method that is being used to make your Lingo Purchase.

All credit and debit card holders are subject to validation checks and authorization. If Lingo Sensing Technology believes that the card used to make your purchase or any recurring periodic payments is being used fraudulently, this will be reported to the relevant authorities and any future deliveries will be cancelled. For more information about how Lingo Sensing Technology treats personal data, please refer to the Lingo Privacy Notice set out at <https://www.hellolingo.com/privacy-notice>.

If your card issuer refuses to authorize payment for your Lingo Purchase, Lingo Sensing Technology will be unable to ship your products to you and Lingo Sensing Technology will not be responsible for any delay or non-delivery. Lingo Sensing Technology will not be informed of the reason for refusal and therefore, is unable to inform you of the reason that your card issuer has refused payment. Lingo Sensing Technology is not responsible for any card or bank charges issued by your card issuer as a result of processing payment for your order.

We use third parties to fulfill our payment processing.

18. Money-Back Guarantee

In addition to your legal rights, your **first** (and only your first) Lingo Purchase through a Purchase Channel is backed by a thirty (30)-day money-back guarantee. If you want to request a refund for your first Lingo Purchase, please contact the Lingo customer service team or go to your Lingo account, select "Return order", and then follow the prompts. You must do so within thirty (30) calendar days of the delivery of your one-time purchase order or within thirty (30) calendar days of the delivery of the first shipment in your Lingo subscription order. Lingo Sensing Technology will refund the cost of your Lingo Purchase, including any applicable shipping charges, and any applicable taxes. You will be refunded within fourteen (14) business days using the method that you used to pay for the Lingo Purchase. This thirty (30)-day money-back guarantee only applies to your first Lingo Purchase, meaning, for example, if you cancel your Lingo subscription and reactivate, you will not be eligible to receive this thirty (30)-day money back guarantee on your reactivation purchase.

19. Cancellations and Refunds

You may cancel your Lingo subscription:

You may cancel your Lingo subscription for any or no reason by contacting the Lingo customer service team or via your Lingo account on <https://www.hellolingo.com> **but you will not receive a refund unless you meet the requirements of the 30-day money-back guarantee (as set forth in paragraph 18)**. If you cancel your Lingo subscription at least two (2) business days prior to the Order Date on which your Lingo subscription renews, Lingo Sensing Technology will not take any further payments for your Lingo subscription. If you cancel fewer than two (2) business days prior to the Order Date on which your Lingo subscription renews, you will be charged for the next twelve (12) weeks of biosensors, and will receive two (2) biosensors every four (4) weeks. Your cancellation will be effective on the following Order Date on which your Lingo subscription would have renewed. Upon receipt of your cancellation, Lingo Sensing Technology will send you a confirmation of cancellation by email, in which

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

Lingo Sensing Technology will confirm the exact date your Lingo subscription ends. If you need support, you can contact the Lingo customer service team.

You cannot cancel your Lingo one-time purchase:

You cannot cancel any Lingo one-time purchases. However, if you meet the requirements of the 30-day money-back guarantee (as set forth in paragraph 18), you can get a refund for your one-time purchase.

Processing Refunds

If you are entitled to a refund, Lingo Sensing Technology will process the refund as soon as possible and in any case within fourteen (14) business days from the day on which Lingo Sensing Technology was informed that you wish to cancel your Lingo Purchase. Lingo Sensing Technology will refund you using the same means as you used for the transaction. For example, if you paid by card then you will be refunded on the card used by you to pay.

20. Faulty Biosensors

The Lingo biosensor is designed to be worn for up to fourteen (14) days. If during that fourteen (14) day period it becomes clear that your Lingo biosensor is not fit for its intended purpose and is faulty, you are entitled to:

- (a) require Lingo Sensing Technology to replace the faulty Lingo biosensor free of charge (provided that this does not impose a disproportionate cost on Lingo Sensing Technology compared to your right to reject and receive a refund); or
- (b) request a refund.

If you request and are entitled to a refund, we will refund the price of the faulty Lingo biosensor in full. We reserve the right to require you to return the Lingo biosensor to us for investigation, so you should not dispose of any items that you believe are faulty before contacting the Lingo customer service team.

Please contact the Lingo customer service team who will be able to advise you on how to return faulty Lingo biosensors to Lingo Sensing Technology and obtain a replacement or refund. Lingo Sensing Technology will refund you using the same means as you used for the transaction. For example, if you paid by card, then you will be refunded on the credit or debit card used by you to pay.

Lingo Sensing Technology will not replace Lingo biosensors that have been damaged due to user damage or misuse.

If your Lingo biosensors are fit for their intended purpose and are of satisfactory quality but you are unable to get fourteen (14) days of wear time from your biosensor, see paragraph 22.

21. Lingo Biosensors – Use-by Date

Lingo biosensors have a use-by date printed on the packaging of each Lingo biosensor box. The Lingo biosensor must be applied before the use-by date shown. Do not use Lingo biosensors that have expired.

Lingo Sensing Technology will not replace Lingo biosensors after their expiration date.

22. Lingo Biosensor – Duration of Biosensor

The Lingo biosensor is designed to be worn for up to fourteen (14) days. The wear time of a Lingo biosensor is dependent upon many factors, including but not limited to, your skin type and the activities that you undertake

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

while wearing a Lingo biosensor. Lingo biosensors that have fallen off because of such factors are not defective.

Your legal rights that apply if your Lingo biosensor is faulty are set out in paragraph 20 above. In addition, to ensure that each customer has the best possible opportunity to assess whether the Lingo biosensor is a suitable product for them, it is Lingo Sensing Technology's policy that:

- (a) Where a customer reports that a Lingo biosensor has fallen off prior to the maximum fourteen (14) day period and requests a replacement Lingo biosensor, the Lingo customer service team will work with that customer to ensure that the Lingo biosensor was applied in accordance with the instructions set out in the Lingo user manual;
- (b) If your Lingo biosensor has fallen off before the maximum fourteen (14) day period and is not defective, Lingo Sensing Technology will replace the Lingo biosensor free of charge a maximum of three (3) times in any six (6) month period;
- (c) If after the third replacement Lingo biosensor in a six (6) month period, you are still experiencing difficulty and Lingo biosensors do not last for the maximum fourteen (14) day wear period, Lingo Sensing Technology will not replace any further Lingo biosensors or provide any refunds; and
- (d) If you are unable to wear a Lingo biosensor for the maximum fourteen (14) day period, you may decide that the Lingo biosensor is not the appropriate product for you.

In order to receive a replacement for a Lingo biosensor that falls off prior to the maximum fourteen (14) day wear period, you must contact the Lingo customer service team via telephone at +1-888-764-7684 or through other available methods (see paragraph 8) on the day that the Lingo biosensor falls off. You must keep the displaced Lingo biosensor and follow the instructions the Lingo customer service team representative provides.

Lingo Sensing Technology will not replace any Lingo biosensors that have been damaged or have fallen off due to user damage.

23. Liability

You are responsible for the ways in which you use the Lingo products and services, including the Lingo biosensor and you acknowledge and agree that Lingo Sensing Technology and its affiliates, parents, and subsidiaries do not accept any liability in this regard. Without limiting any of the above, Lingo Sensing Technology and its affiliates, parents, and subsidiaries are not liable to you where performance of any obligations is prevented or restricted by any circumstance or cause beyond Lingo Sensing Technology's reasonable control.

To the maximum extent permitted by law:

- a. IN NO EVENT WILL LINGO SENSING TECHNOLOGY OR ANY OF ITS AFFILIATES, PARENTS, OR SUBSIDIARIES BE LIABLE FOR MONETARY DAMAGES, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER.
- b. THE FOREGOING LIMITATION EXTENDS TO ANY DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INTANGIBLES, FOR LOSS OF SECURITY OF INFORMATION TRANSMITTED VIA LINGO PRODUCTS AND SERVICES (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF SUCH INFORMATION), FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE LINGO PRODUCTS AND SERVICES, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOUR USE OF LINGO PRODUCTS AND SERVICES OR ANY MOBILE APP/MATERIAL/WEBSITE LINKED FROM LINGO PRODUCTS AND SERVICES, OR OTHERWISE IN

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF LINGO SENSING TECHNOLOGY OR ANY OF ITS AFFILIATES, PARENTS, SUBSIDIARIES OR THIRD-PARTY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS ITS ESSENTIAL PURPOSE.

- c. THE FOREGOING LIMITATIONS WILL APPLY REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY.
- d. ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT AN ERROR IN LINGO PRODUCTS AND SERVICES CAUSES COMPUTER PROBLEMS AND DATA LOSSES. FOR THESE BUSINESS REASONS, YOU UNDERSTAND AND AGREE TO THE LIMITATIONS OF LIABILITY HEREIN AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT, THE FEE CHARGED FOR LINGO SENSING TECHNOLOGY'S PRODUCTS AND SERVICES WOULD BE HIGHER.
- e. You acknowledge and agree that, to the fullest extent permitted by law, neither Lingo Sensing Technology nor its affiliates, parents, subsidiaries, or business partners are responsible for your decision to share and/or disclose your personal data, including health-related information, and you hereby release Lingo Sensing Technology, its affiliates, parents, and subsidiaries, and its and their business partners, from any liability that may arise from such collection or other processing of your personal information.

WITHOUT LIMITING THE FOREGOING AND NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF LINGO SENSING TECHNOLOGY, AND ANY OF ITS AFFILIATES, PARENTS, OR SUBSIDIARIES, AND ANY OF ITS BUSINESS PARTNERS, UNDER ANY PROVISION OF OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND YOUR EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING WILL BE LIMITED TO EITHER (1) THE FIXING, REPAIRING, OR OTHERWISE RECTIFYING ANY FAULTS WITHIN LINGO PRODUCTS OR SERVICES, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR (2) THE VALUE OF USD\$100.00 IN YOUR CURRENCY.

24. Intellectual Property Rights & Feedback

You acknowledge that as between you and Lingo Sensing Technology, all worldwide copyright, trademark, service mark, trade dress, patents, and all other worldwide intellectual property and proprietary rights in and to all materials and/or content made available by or on behalf of Lingo Sensing Technology is at all times owned by or licensed by the Abbott group of companies.

Any data, comments, suggestions, feedback, questions, survey responses, interviews, testimonials, materials, or similar information howsoever provided by you to us regarding the Lingo website, and/or products or services, in each instance other than Reviews (which are subject to the license below), ("**Feedback**") shall be treated as non-confidential and non-proprietary to you. You hereby assign to Lingo Sensing Technology, all worldwide right, title and interest in the Feedback, including ideas, know-how, concepts, techniques, and other Intellectual Property Rights and proprietary rights contained in the Feedback ("**Feedback Materials**"), and irrevocably agree that Lingo Sensing Technology and its affiliates shall be free to transfer, license, reproduce, use, disclose, exhibit, display, transfer, create derivative works, commercialize and, once fully anonymized (to the extent applicable), distribute the Feedback Materials to others, for any purpose, in any and all media (that exist or will exist, now or in the future) without limitation and without any notice, attribution, or compensation to you. Where such Intellectual Property Rights are not assignable by applicable law, and to the fullest extent permitted by applicable law, you hereby grant Lingo Sensing Technology and its affiliates a worldwide, perpetual, irrevocable, royalty-free, exclusive, sub-licensable, and transferable license to use, reproduce, store, display, create derivative works of, commercialize, incorporate into other works, and copy the Feedback and Feedback Materials and to distribute it,

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

and make it available to third parties in whole or in part, in connection with Lingo products and services and in any format or medium currently known or developed in the future. You hereby grant Lingo Sensing Technology and its affiliates a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable, and transferable license to use, reproduce, store, display, create derivative works of, commercialize, incorporate into other works, and copy any Reviews, however provided by you to Lingo Sensing Technology regarding the Site and/or our products or services, and to distribute such Reviews, and make them available to third parties in whole or in part, in connection with Lingo products and services and in any format or medium currently known or developed in the future. **“Intellectual Property Rights”** means any copyright, patent, trade secret, trade dress, trademark, service mark, rights in get-up, goodwill, rights in designs, inventions, ideas, technology, artwork, rights in computer software (including source code), rights in data, database and similar or equivalent rights or forms of protection which subsist or will subsist, whether registrable or not, now or in the future, in any part of the world. **“Reviews”** means any written, oral, or pictorial review, performance assessment of, or other similar analysis of, including by electronic means, the goods, services, or conduct of Lingo Sensing Technology, the Lingo website, and/or Lingo products or services. We may assign and/or sub-license the above licenses to our affiliates, parents, subsidiaries, and successors without any further approval by you.

Further, by providing your Feedback and Reviews you represent and warrant to us that you are the sole owner of the Feedback and Reviews and that our use of the Feedback and Reviews does not and will not violate the rights of any third party, including but not limited to, copyright; and that you will indemnify us for any and all losses, expenses, damages, and costs arising from any breach or alleged breach of the foregoing.

25. Communications

Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on <https://www.hellolingo.com>. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information, and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

26. Notices

All notices given by you to us where the Terms of Sale apply must be given to Lingo Sensing Technology at lingosupport-us@hellolingo.com. We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

27. Assignment

These Terms of Sale are binding between Lingo Sensing Technology and you. A person who is not a party to these Terms of Sale does not have any rights under or in connection with these Terms of Sale. Lingo Sensing Technology may transfer or assign its rights and obligations hereunder to a third party. This will not affect your rights or Lingo Sensing Technology's obligations under these Terms of Sale. All other transfers or assignments of rights and obligations must be agreed with Lingo Sensing Technology in writing prior to the transfer or assignment taking place.

TERMS OF SALE

Effective Date of the Terms of Sale: July 29, 2024

Last Updated: July 29, 2024

28. Interpretation of these Terms of Sale

Each of the paragraphs of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable to any extent, that paragraph or part-paragraph, term, condition, or provision shall, to the extent required, be deemed not to form part of these Terms of Sale. The remaining paragraphs, part-paragraphs, terms, conditions, or provisions will remain valid to the fullest extent permitted by law.

29. Delay in Enforcement

If Lingo Sensing Technology fails to insist that you perform any of your obligations under these Terms of Sale or is delayed in enforcing the Terms of Sale, this should not be interpreted as a waiver of the rights of Lingo Sensing Technology under these Terms of Sale. You are still required to comply with these Terms of Sale irrespective of Lingo Sensing Technology's enforcement or otherwise. A default by you will only be waived if such waiver is in writing, signed by Lingo Sensing Technology.

30. Events Outside our Control

Lingo Sensing Technology will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Sale that is caused by events outside our reasonable control ("**Force Majeure Event**"). Our obligations to perform under these Terms of Sale is suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. Where a Force Majeure Event continues for more than thirty (30) calendar days, either of us may cancel the applicable Lingo Purchase.

31. Entire Agreement

These Terms of Sale constitute the entire agreement of Lingo Sensing Technology and you regarding the subject matter herein, and supersedes all other prior understandings and agreements, whether written or oral, with respect thereto.

32. Governing Law; Jurisdiction

These Terms of Sale (and formation, construction, performance, and validity of the contract) and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed and construed by the substantive laws of the State of Illinois, United States without regard to any conflicts of law provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the United States laws, rules, and regulations will govern to the fullest extent possible. Notwithstanding anything to the contrary herein, in the event of such breach or threatened breach of your obligations with respect to confidentiality or intellectual property, Lingo Sensing Technology will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction. You agree that these Terms of Sale will be fully performable in the State of Illinois and you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within the State of Illinois, United States of America to resolve any dispute or claim arising from these Terms of Sale or the relationship between the parties hereto.