

Website Terms of Use

Effective Date of the Website Terms of Use: May 29, 2024

Last Updated: May 29, 2024

Welcome to <https://www.hellolingo.com/us> operated by Lingo Sensing Technology Unlimited Company (registered no. 731659) whose registered office is 70 Sir John Rogersons Quay, Dublin 2, D02 R296, Ireland. Our VAT number is IE4101528TH (“**Lingo Sensing Technology**”, “**we**”, “**us**”, “**our**”).

These terms and conditions (“**Site Terms**”) apply to your use of <https://www.hellolingo.com/us>, including all materials available therein (including Information, as defined in paragraph 5) (collectively, the “**Site**”) from the United States. PLEASE READ THESE SITE TERMS CAREFULLY BEFORE USING THE SITE. By using this Site, you agree to be bound by these Site Terms and agree to comply with these Site Terms. If you do not agree, you must not use this Site. We recommend that you print a copy of these Site Terms for future reference.

We reserve the right to change these Site Terms at any time without notice or liability. Any such revisions are prospectively binding on you. You are responsible for periodically reviewing these Site Terms for changes. Your use of this Site after posting by us of any changes to these Site Terms constitutes your acceptance to those changes. If you disagree with these Site Terms (as they may be amended from time to time), or are dissatisfied with the Site, your sole and exclusive remedy is to discontinue using the Site.

Lingo Sensing Technology may update and change the Site from time to time in our sole discretion, including to reflect changes to our products and services, our users' needs, and our business priorities. We also reserve the right in our sole and unfettered discretion to deny you access to the Site at any time.

Lingo products and services available through this Site are intended for use by persons that are at least 18 years of age, not on insulin, and located in the United States only.

1. Your Account: You do not need to create a Lingo account to simply visit and view the Site. However, the functionality available to you on the Site may be limited without such Lingo account. Your Lingo account is governed by the Lingo End User License Agreement.

If you have registered for a Lingo account, you may use the Site to log into your Lingo account and amend your account settings including (i) updating your name, email, and password and (ii) deleting your Lingo account; otherwise, you should contact the Lingo customer service team. 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 Site (in each instance, if available in your country of residence).

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable or amend any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this paragraph.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by contacting the Lingo customer service team.

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2. Your Use of the Site:

By using the Site, you agree that you will not: (i) disrupt, amend, or intercept information posted on the Site or (ii) attempt to circumvent any security feature of the Site.

You will not (i) use the Site for any unlawful purpose or to solicit others to perform or participate in any unlawful acts, (ii) copy, modify, or create derivative works or other derivatives of the Site, (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Site, in whole or in part; (iv) use any program or automated script to screen-scrape or “crawl” through the Site, any content posted on the Site (including materials posted by other users of the Site), or our Information (as defined in paragraph 5); (v) remove, alter, or conceal any proprietary notices of the Site or our Information.

3. Uploading Content to the Site: Whenever you make use of a feature that allows you to upload content to the Site, you must comply with the content standards set out in our Acceptable Use Policy below. When you click a feature to upload content, communications, discussions, chats, postings, transmissions, news, messages, photos, videos, comments, blogs, profiles or other information or materials to the Site (“**Content**”), you warrant that the Content complies with the standards set out in the Acceptable Use Policy. This means you will be responsible for any damages and losses we suffer as a result of your Content not complying with such standards.

We have the right to remove any Content at our discretion, for any or no reason, including if in our opinion the Content does not comply with the standards set out in the Acceptable Use Policy in paragraph 4 below.

We accept no responsibility or liability for your decision to share your or any other user’s biometric or health information or other categories of similarly sensitive information (including any information defined as sensitive personal information or protected health information under applicable law).

4. Acceptable Use Policy: Your use of the Site and any Content you upload to the Site must comply with the spirit and letter of this Acceptable Use Policy.

The Content must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinion).
- Comply with applicable law.
- Not contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation, or instigation of acts of terrorism.
- Not contain any advertising, promote any services or web links to other sites, or be commercial or business-related (including solicitations for contributions or donations).

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Your use of the Site or Information and any Content must not:

- Be defamatory of Lingo Sensing Technology or its affiliates, parents, or subsidiaries, or any person, or organization.
- Be obscene, offensive, bigoted, hateful, inflammatory, or otherwise offensive.
- Bully, insult, intimidate, or humiliate.
- Promote sexually explicit material or include child sexual abuse material.
- Promote violence, antisocial, disruptive, or destructive behavior, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any copyright, database right, trademark, or any other intellectual property or proprietary rights of any third party.
- Include images of any third parties without having their prior written consent to the Content being uploaded.
- Be likely to deceive any person.
- Violate law.
- Breach any legal duty you owe to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Call to violence of any kind.
- Be threatening, or abuse or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety.
- Be likely to harass, upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Content emanates from Lingo Sensing Technology or its affiliates, parents, or subsidiaries, if this is not the case.
- Contain spam, including without limitation, any form of automatically generated content or repeatedly posting the same content.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Upload or transmit a virus or other harmful component, or otherwise tamper with, impair, or damage the Site or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Site.

If we believe a breach of this Acceptable Use Policy has occurred, we have the right to take such action as we deem appropriate, including but not limited to:

- disclosing your Content and identity to law enforcement;
- immediately withdrawing your right to use any Lingo products and services; and/or

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- issuing legal proceedings against you in the form of a claim for any damages or losses we have suffered as a result of you breaching these standards.

5. Intellectual Property:

You acknowledge that as between you and Lingo Sensing Technology, all copyright, trademark, and all other intellectual property and proprietary rights in all materials and/or content made available by or on behalf of Lingo Sensing Technology is at all times and remains owned by or licensed by Lingo Sensing Technology or its affiliates, parents, subsidiaries, or licensors.

The content, organization, graphics, design, compilation, and other matters related to the Site are protected under applicable U.S. and international copyright, trademark, and other intellectual property laws. The information, content, graphics, trademarks, documentation, software, designs, data, computer codes, ideas, know-how, "look and feel," compilations, magnetic translations, digital conversions and other materials included within the Site and related to the Site, and all modifications and derivative works thereof, and all intellectual property rights therein and related thereto published on this Site ("**Information**") are owned by or licensed to Lingo Sensing Technology or its affiliates, parents, or subsidiaries. Subject to the terms and conditions of these Site Terms, Lingo Sensing Technology grants you a limited, royalty-free, non-exclusive, non-transferable, revocable, terminable, personal license to use the Information solely for your own personal, noncommercial use. To the extent that you acquire any rights in the Site or our Information, other than the license expressly granted to you hereunder, you hereby irrevocably assign to Lingo Sensing Technology and its affiliates, parents, and subsidiaries, all worldwide right, title and interest in the Site and our Information without limitation and without any notice, attribution or compensation to you.

None of the material on our Site may be downloaded, distributed, reproduced, republished, posted, transmitted, or copied in any form or by any means, without the prior written permission of Lingo Sensing Technology, which permission may be withheld in our sole and absolute discretion.

Lingo Sensing Technology is not responsible for content provided by third-party providers, and you are prohibited from distributing such material without the permission of the owner of the intellectual property rights therein.

Except as permitted above, no license or right, express or implied, is granted to any person under any patent, trademark, copyright, or other intellectual property or proprietary right of Lingo Sensing Technology or its affiliates, parents, subsidiaries, or licensors.

Portions of the Lingo products and services may include material provided by third parties, in which intellectual property rights subsist ("**Third-Party Materials**"). The licensors of such Third-Party Materials retain all of their respective right, title, and interest in and to such Third-Party Materials and all copies thereof, including, but not limited to, any and all intellectual property and proprietary rights. The use of this Third-Party Material and the associated rights are subject to separate license terms, in which case those license terms will govern the usage of such Third-Party Materials, as applicable, and are hereby acknowledged by you.

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6. Lingo Mobile Application: You may download the Lingo mobile application from third party app stores. The Lingo mobile application is subject to the Lingo End User License Agreement.

Neither Lingo Sensing Technology nor its affiliates, parents, or subsidiaries shall be liable for any damage caused to or interference with any equipment or other apps or content of any description.

7. Data Protection: To find out what personal data we collect and how we use it, please visit our Lingo Privacy Notice located on the Site at hellolingo.com/us/privacy-notice. We also use cookies on this Site, and information about the use of cookies can be found at <https://www.abbott.com/european-cookie-policies/united-states-united-kingdom.html>.

8. Content Posted by Others: This Site may include information and materials uploaded by other users of the Site, including to product review boards. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values. We are under no obligation to oversee, monitor, or moderate any service we provide on our Site that allows users to upload information and material, and we expressly exclude our liability for any loss or damage arising from the use of any such service by a user, and any such information, materials, commentary, opinions or other materials uploaded by other users of the Site are not intended to amount to advice on which you should rely, whether the service is moderated or not.

9. Medical Device Classification: The Lingo Glucose System is an FDA cleared Class II medical device under 21 CFR 862.1355 - Integrated Continuous Glucose Monitoring System.

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.**

The user is not intended to take medical action based on the device output without consultation with a qualified healthcare professional.

This System is NOT intended for diagnosis of diseases, including diabetes.

Users should be aware that Lingo allows users to review and analyse 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. Don't use if you have problematic hypoglycemia because the Lingo biosensor hasn't been designed for this population. Consult with your healthcare provider to discuss which Abbott product is right for you.

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

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decision to take action based on any information transmitted to or stored in your Lingo account or any information received 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.

The information, including content, provided on the Site does not constitute medical advice.

10. Liability: 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 THE SITE OR THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED OR THAT MAY BE USED WITH 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 CONNECTION WITH ANY PROVISION OF THESE SITE TERMS, 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 IN THIS PARAGRAPH AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR LINGO SENSING TECHNOLOGY'S PRODUCTS AND SERVICES WOULD BE HIGHER.

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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 THESE SITE TERMS AND YOUR EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING WILL BE LIMITED TO EITHER (1) THE FIXING, REPAIRING OR OTHERWISE RECTIFYING ANY FAULTS WITHIN THE SITE, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR (2) THE VALUE OF USD\$100.00 IN YOUR CURRENCY.

11. General: Our failure to insist upon or enforce any provision of these Site Terms shall not be construed as a waiver of any provision or right of Lingo Sensing Technology.

We do not guarantee that our Site, or any information or content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. The Site is provided 'as is' and 'as available' and we do not accept any responsibility for any loss or damage that occurs due to an interruption of access to this Site.

Lingo Sensing Technology and its affiliates, parents, and subsidiaries are not responsible, and provide no warranty whatsoever, for the accuracy, effectiveness, timeliness and suitability of any information or content obtained from third parties, including any hyperlinks to or from third-party websites.

To the greatest extent permitted by law, if any part of these Site Terms is found to be illegal, invalid, or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted and the remaining parts of the Site Terms will continue to be enforceable.

These Site Terms do not create or infer any rights that are enforceable by any person who is not party to them.

12. Feedback and Content Rights: Any data, comments, suggestions, feedback, questions, survey responses, interviews, testimonials, materials or similar information howsoever provided by you to us regarding Lingo Sensing Technology, the Site, and/or products or services, in each instance other than Reviews (which are subject to the license below) ("**Feedback**") and Content 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 and Content, including ideas, know-how, concepts, techniques, and other Intellectual Property Rights and proprietary rights contained in the Feedback or Content ("**Feedback and Content Materials**"), and irrevocably agree that Lingo Sensing Technology and its affiliates, parents, and subsidiaries, shall be free to transfer, license, reproduce, use, disclose, exhibit, display, transfer, create derivative works, commercialize and, once fully anonymized (to the extent

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applicable), distribute the Feedback and Content 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, parents, and subsidiaries, 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, Content, and Feedback and Content Materials, and to distribute it, 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, parents, and subsidiaries, 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 us regarding Lingo Sensing Technology, its affiliates, parents, and subsidiaries, 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, 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, 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 Site, and/or 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 or sharing your Content, you represent and warrant to us that you are the sole owner of the Feedback and Content and that our use of the Feedback and Content 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 therefrom.

13. Copyright Policy: If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide us with the following information: a description of the copyrighted work that you claim has been infringed and where the material that you claim is infringing is located on the Site; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a signed statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Lingo Sensing Technology’s Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Abbott Laboratories
Attn: Trademark Department
100 Abbott Park Road
Dept. 377 Bldg. AP6A-1

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Abbott Park, IL 60064

Email: trademarks@abbott.com

14. Third-Party Links and Content: Because Lingo Sensing Technology has no control over and does not endorse, adopt, approve of, or recommend any third party websites or apps, or any information, graphics, materials, products, or services referred to or contained in such third party websites or apps to which the information or content may be linked, you agree that your access to such other websites or apps is at your own risk. Any links to these third party websites or apps are provided for convenience only and may not remain current or be maintained. Unless otherwise stated in these Site Terms, all ownership and intellectual property rights in and to third party websites and apps and the use of them is governed by separate third party terms between you and the third party. Lingo Sensing Technology accepts no liability for anything associated with third-party websites or apps, the content on any third-party apps or websites, or a third party's privacy practices.

15. Linking to the Site: You may link to the homepage of the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, and provided such use is for domestic and personal use and does not otherwise infringe intellectual property rights of Lingo Sensing Technology. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the homepage. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy in paragraph 4.

16. Governing Law and Jurisdiction: These Site Terms (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 Site Terms will be fully performable in the State of Illinois and you agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Illinois, United States of America to resolve any dispute or claim arising from these Site Terms or the relationship between the parties hereto. We may transfer our rights and obligations under these Site Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17. Entire Agreement: These Site Terms 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.