

CONTOUR DIABETES App Privacy Policy

Effective Date: 1 July 2016

This mobile application (this "App") has been developed and is operated by Ascensia Diabetes Care Holdings AG ("Ascensia", "we", "us" or "our"). Pursuant to the Swiss Federal Act on Data Protection of 19 June 1992, Ascensia Diabetes Care Holdings AG is the controller of the data file.

Ascensia is aware that your privacy and the security of your personal data is an important concern and we therefore take the protection of your personal data very seriously. This policy sets out the basis on which any personal data you provide to us or that we collect from you will be processed and to inform you about our security measures ("Privacy Policy").

This Privacy Policy and our End User Licence Agreement apply to your use of the App and any of the services accessible through it once you have downloaded the App onto your device.

By downloading and registering to use this App you are consenting to the processing of your personal data by Ascensia as described in this Privacy Policy. This includes the processing of your health related data in connection with your diabetes care management through this App. Please do not download or use this App if you do not wish for your personal or health related data to be processed through this App.

Please note that Ascensia Diabetes Care was established in 2016 following the sale of the Bayer Diabetes Care business. Your CONTOUR™ meter may contain Bayer marks during the post-sale transition period, and/or your CONTOUR™ meter may be marketed by Bayer in your country of residence under a distribution arrangement with Ascensia. Any questions about this should be directed to Ascensia.

Collection of Personal Information

We may collect and process the following information about you:

- You may give us information about you when downloading, registering for or using the App. You may also provide us with personal data through the completion of forms or by sending e-mails, as part of an order for products or services, where you have inquiries or requests or when you report a problem with the App and similar situations in which you have chosen to provide information. The information you give us may include your name, gender, email address, date of birth, authentication details and other registration information, including your chosen password for a user account.
- Ascensia will also process information collected via or input into the App related to your diabetes management, condition of health and your blood glucose monitor. This may include details relating to your diabetes type, medications, insulin, food consumption and exercise regime, your hospital(s) address and hospital attendance dates, health care practitioner (HCP) reports, blood glucose readings, A1c data, and meter model number, serial number and settings.
- If you choose to store your App data in the cloud service, we will also hold information related to your account, such as your name, contact details, and password so that we can authenticate your access to the Services. In addition information collected via the App will also be processed by us, including your meter readings, meter and App usage information and information relating to your diabetes type, medications, insulin, food consumption and exercise regime, your hospital(s) address and hospital attendance dates, health care practitioner (HCP) reports, blood glucose readings, A1c data, and meter model number, serial number and settings.

Each time you use the App we may automatically collect the following information:

- Technical information, including the type of mobile device you use, a unique device identifier (for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device), mobile network information, your mobile operating system and software version number, IP address, the type of mobile browser you use, country and language code and time zone setting.

- We will also collect information relating to your use of the App, such as any meter errors, log files and Ascensia administration data so that we can ensure good operation of the App.

You are not required to provide your personal data as a condition of using the App, except as may be necessary to download and/or use the App.

Use of Personal Information

We use personal data in the following ways:

- to provide you with the App, and notify you of any changes;
- to provide you with cloud services you request;
- to administer and continue to develop and improve the App, as well as ensure that content is presented in the most effective manner;
- to carry out internal operations such as troubleshooting, data analysis, testing, research, and for statistical and survey purposes;
- to allow you to participate in interactive features of the App, when you choose to do so;
- as part of our efforts to keep the App safe and secure;
- to measure or understand the effectiveness of any advertising we may serve to you and others, and to deliver relevant advertising to you; and
- to make suggestions and recommendations about products or services that may interest you, subject to the “Marketing” section below.

Ascensia may also create, access, retain, use, and disclose to third party researchers, aggregated, anonymised or de-identified data derived from the App’s services for the purposes of determining and improving the effectiveness of diabetes management techniques and therapies, to research and evaluate how the App and its cloud services are provided and used, to evaluate performance or impact on users (including based on user demographics, such as geography), to evaluate performance and interface with blood glucose monitors, to enhance the functionality and features of the App and/or the cloud services, to validate App upgrades, or for product development.

Ascensia may also collect and use technical information about your devices and related software, hardware and peripherals that are internet-based or wireless to improve our products and services and to enable us to provide with you the functionality available on the App.

Marketing

We may also use your information to provide you, or permit selected third parties to provide you, with marketing material:

- on products and services that you request from Ascensia, or that we feel may be of interest to you; or
- on other products and services we offer that are similar to those that you have already purchased or enquired about.

If you are an existing customer, your local Ascensia Diabetes Care company will only contact you by e-mail or SMS with information about similar products and services. If you are a new customer, and where we permit selected third parties to use your information, we (or they) will contact you by e-mail or SMS only if you have expressly consented to this.

If you do not wish to receive marketing messages from your local Ascensia company, you will be provided with an opportunity to opt out in each communication you receive. Alternatively, you can opt out at any time by contacting us at privacy@ascensia.com

Disclosure of Personal Information

Ascensia will only disclose personal data to others:

- that are within the Ascensia corporate family;

- with your consent;
- in connection with the operation of the App or in response to a request by you;
- in connection with our marketing efforts to distributors of our products;
- in order to comply with any legal or regulatory obligation or request;
- in the event of a sale or purchase of any Ascensia business or asset, in which case personal data may be disclosed to a prospective seller or buyer;
- in order to enforce or apply our terms of use or other agreements or to investigate potential breaches; or
- to protect the rights, property or safety of Ascensia, its customers, or others.

We may also send data to you via App notifications, reminders or alerts to inform you of new developments of which we believe you should be aware. You can manage push notifications in your mobile device's settings.

Where we provide personal data to our data processors, suppliers or distributors for marketing purposes, only a limited amount of personal data, such as name and email, will be disclosed and these persons will not have access to any personal data stored in your cloud account. Our data processors are only permitted to use your personal data as instructed by us.

Sharing Data with HCPs and others

The App may provide you with an option to export files from the App to a cloud account should you wish to do so. If you do choose to share your personal data with your HCP or others, please take care when doing so ensuring that the information is only shared with intended persons. Please note that such sharing of your personal data is at your own risk and Ascensia is not responsible for protecting the information that you choose to communicate with others via the App, or for the actions of those recipients of your information.

Where you choose to share any of your information with any third party, including your HCP, doctor or other medical provider, Ascensia is not responsible for the manner in which that third party uses the data. Where you decide to share your data, including where you use functionality within the App to email your data, it is solely at your own risk. You should be aware that there are risks involved in sharing any data over the internet, including the potential for such data to be intercepted by unauthorised third parties. We recommend that you exercise caution when deciding to share your data with any third parties.

Storage of Personal Information

If you live in the European Economic Area or Switzerland, personal data in your cloud account will be stored on servers located in the United Kingdom. We may, however, need to access remotely and transfer your personal data to the United States to provide you with support services for your cloud account. If you live in North America, including in the United States and Canada, personal data stored in your cloud account will be stored on servers in the United States. If you live outside the United States (e.g., Switzerland or Germany), please understand that the United States' laws on the protection of personal data may not be equivalent to the law of the country in which you reside (e.g., Germany). It may also be processed by Ascensia staff operating outside Switzerland and EEA or by one of our third party providers engaged by us to support and maintain the App or to provide the cloud computing Services. By submitting your personal data to Ascensia or downloading and using the App, you agree to this transfer, storing or processing of your personal data.

Ascensia implements appropriate administrative, technical and physical safeguards reasonably required to protect the confidentiality, integrity and availability of the personal data processed by Ascensia in connection with the App. We will take all steps reasonably necessary to ensure your personal data is treated securely and in accordance with this privacy statement.

Unfortunately, the transmission of information via the internet is not completely secure. Although Ascensia will do its best to protect your personal data, we cannot guarantee the security of your information transmitted to the App and any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Your Access Rights

You may request, at any time, Ascensia to provide you with information about your stored personal data, including the origin, the recipient or the category of recipients of your personal data, as well as the purpose of storage. You may also revoke your consent to processing of your personal data. In order to file a request, please contact Ascensia at privacy@ascensia.com or at Ascensia Diabetes Care Holdings AG, Peter Merian-Strasse 90, P.O. Box, 4052 Basel, Switzerland. We will process that request in line with any local laws and our policies and procedures in place for dealing with such requests.

Use of Cookies and Similar Technologies

Cookies are small text files that can be placed on your device that uniquely identify your browser or device. We use cookies and similar technologies like pixels, web beacons, and local storage to collect information about how you use the App and to provide features to you. Cookies and similar technologies also allow us to optimize and simplify the App's use.

By downloading and using the App, you are agreeing to Ascensia's use of technologies such as cookies. We use the following technologies:

Cookie	Purpose
Analytics Data Logging	<p>The App collects small bits of information from your device in order to track information, such as data about how you use the App and information about problems that might occur.</p> <p>This analytics data may be transmitted to the cloud and allows us to optimize and simplify the App's use.</p>

You can block cookies by activating the setting on your mobile browser that allows you to refuse the setting of all or some cookies. If you use your browser settings to block all cookies (including essential cookies), you may not be able to use either all or parts of the App. You can opt-out from Use of Cookies and Similar Technologies by contacting Ascensia at privacy@ascensia.com.

Children

In light of the importance of protecting children's privacy, we do not collect or process any information relating to an individual whom we know to be under 18 years old without the prior, verifiable consent of his or her legal representative or guardian. Such legal representative or guardian has the right, upon request, to view the information provided by the child and/or to require that it be deleted. If you are a legal representative or guardian with any concerns regarding your child's personal data in connection with the App, please contact Ascensia at privacy@ascensia.com.

Changes to this Privacy Statement

Any changes to this privacy statement in the future will be posted on this page and notified to you by e-mail or via a push notification on the App.

Contact

Questions, comments and requests regarding this privacy statement are welcomed and should be addressed to privacy@ascensia.com.

CONTOUR DIABETES app – End User License Agreement

Effective Date: April 1, 2016

This mobile application has been developed and is operated by Ascensia Diabetes Care Holdings AG, based in Switzerland (“Ascensia”, “we”, “us” or “our”).

The End User License Agreement (“EULA” or “License”) is a legal agreement between you, the “User”, and Ascensia. Use of this App is subject to the following EULA, (together with the documents referred to in it), which includes accessing, browsing, or registering to use this App.

Please do not use this App unless you agree to this EULA. By using this App, you confirm that you accept and agree to this EULA and to the Privacy Policy. The Privacy Policy is incorporated by reference and sets out the terms on which we process personal information collected from you or that you provide to us. By using this App, you consent to such processing and you warrant that all data provided by you is accurate.

BY CLICKING ACCEPT OR BY INSTALLING AND USING THE APP, YOU (I) INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS AN ELECTRONIC SIGNATURE TO THIS LICENSE WITH THE SAME FORCE AND EFFECT AS A MANUAL SIGNATURE, AND (II) REPRESENT AND WARRANT THAT YOU ARE EITHER OVER 18 YEARS OF AGE OR THE LEGAL AGE OF MAJORITY SUCH THAT YOU HAVE CAPACITY TO AGREE THIS LICENSE.

This App can be used with iOS (Apple) and Android (Google) smartphones but may not be compatible with all operating system versions. Please check compatibility with your operating system and phone before download. This App is compatible with CONTOUR™NEXT ONE and CONTOUR™PLUS ONE Blood Glucose Monitoring Systems.

Please note that Ascensia Diabetes Care was established in 2016 following the sale of the Bayer Diabetes Care business. Your CONTOUR™ONE meter may contain Bayer marks during the post-sale transition period, and/or your CONTOUR™ONE meter may be marketed by Bayer in your country of residence under a distribution arrangement with Ascensia. Any questions about this should be directed to Ascensia.

- 1. License.** The application software and related help documentation provided by Ascensia may be downloaded and installed on one or more mobile devices for use in connection with a range of CONTOUR™ONE blood glucose meters (each a “Meter”), including any tools, help documentation and updates (collectively, “App”). The App is licensed, not sold, by Ascensia for use only under the terms of this License, and Ascensia reserves all rights not expressly granted to you. Ascensia retains ownership of all rights, title and interest in and to the App.
- 2. Permitted Uses and Restrictions.** Ascensia grants you the non-exclusive right to use one copy of the Ascensia App and all related help documentation per a single mobile device. You may use the App with more than one Meter where you have a user account. You shall not distribute, rent, lease or otherwise transfer all or any part of the App or help documentation to any third party without Ascensia’s prior written consent. You shall not sublicense, distribute, post, assign or otherwise transfer or make available all or any part of the rights granted to you by Ascensia under this Agreement without Ascensia’s prior written consent. If the App is an update, any transfer must include the update and all prior versions. You shall not modify, adapt or translate the App or accompanying help documentation. You shall not alter or remove copyright and other proprietary notices that appear on or in the App or accompanying help documentation. You shall not, and shall not permit or have a third party, reverse engineer, decompile, disassemble, or translate the App.
- 3. Term of License.** If you fail to comply with any term of this EULA, the license will be terminated with immediate effect, and you agree that it will constitute immediate, irreparable harm to Ascensia and its licensors for which monetary damages would be an inadequate remedy and that Ascensia will be entitled to equitable relief. Otherwise, the license will continue until the date when you cease to use the App, unless, earlier terminated. Upon termination of this Agreement, you shall, at your own responsibility and expense, delete or destroy immediately all App.
- 4. Enhancements and Updates.** From time to time, at its sole discretion, Ascensia may provide enhancements, updates or new versions of the App on its then standard terms and conditions thereof. This EULA shall apply to such enhancements and updates.

5. **Access to this App.** We do not guarantee that this App, or any content on it, will always be available or be uninterrupted and access to this App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of this App without notice. We will not be liable to you if for any reason this App is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to this App and acknowledge that there are risks inherent in software, hardware and internet connectivity that may result in interruptions or errors in and to the data transmitted or displayed using the App, regardless of measures taken to mitigate or avoid such occurrences.

You are also responsible for ensuring that all persons who access this App through your internet connection are aware of this EULA and other applicable terms, and that they comply with them.

6. **Registration.** As a user of the App, you may choose to register and set up an account to store the data you upload via the App. If you choose to set up an account, your data will be stored in the cloud rather than solely on your mobile device. A cloud storage account ("Service") will provide you with the benefit of storing the data collected via the App, including personal information, glucose data and Meter readings so you can later access that data. 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.

Provision of the Services is subject to your agreement to and compliance with the terms of this EULA. You are only permitted to set up one Services account per user and Ascensia reserves the right to limit the number of devices associated with an account. You agree that meeting these requirements is your responsibility and that you will be responsible for obtaining and maintaining any internet connections (fees may apply), computing equipment and supplies necessary for you to receive, access and use the Services. You agree to only use the Services as expressly permitted herein. Ascensia and its affiliates and suppliers own all rights, titles and interests in and to Services.

Once registered you agree that the data you transmit using the App is specific to you. You acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your account and/or password details with any other person. If another person wishes to use the App, that person should download the App directly to his or her device and separately and individually agree to the EULA.

You are solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through it. We have the right to disable 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 EULA. Ascensia will not be responsible for any losses arising out of or in connection with the unauthorized use of your account.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at privacy@ascensia.com.

7. **Limitations on Use:** You agree to use the Service only for purposes permitted by this EULA, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens our ability to provide the Service, we may take all reasonable steps to protect the Service, which may include suspension of your access to the Service. Nothing in this EULA shall be construed to convey to you any interest, title, or license in a Services account or similar resource used by you in connection with the Service. You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

8. **Data Usage:** You retain ownership of all personal data uploaded via the App and stored in the cloud and are responsible for the content and correctness of details you provide to Ascensia as well as for the non-violation of any third-party rights that may be included in such data. By using the Service, you grant Ascensia a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, create, access, and retain such data, including usage data relating to the App and to Meters, for the purpose of providing you with the Service, to conduct statistical analysis and to disclose to third parties, including researchers, aggregated, anonymised or de-identified data for the purposes of research, to evaluate how the Service is provided and used, to

evaluate its use, and its various components and equipment, including Meters, to evaluate performance or impact on clinical staff or across clinics, to enhance the Service or Meter functioning, to validate Service upgrades, or for product development. In particular, Ascensia is entitled to use the contents of such data or any messages, including ideas, inventions, blueprints, techniques and expertise contained therein, for any purpose, such as the development, production and/or marketing of products or services and to reproduce such information and make it available to third parties without any limitations or to the greatest extent permitted by applicable law. The user gives his or her consent for Ascensia to store such details and to use the same for the purposes set out in this Data Usage provision.

9. **Data Storage:** You agree that you will NOT use your Services account to:

(a) upload, download, email, transmit, store or otherwise make available any data that is unlawful, harmful, tortious, invasive of another's privacy, or otherwise objectionable;

(b) pretend to be anyone you are not or misrepresent who you are, your age or send data from another person's Meter or to harm another, or otherwise misrepresent your affiliation with any person, including a minor (Ascensia reserves the right to reject or block any device or email address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);

(c) upload, download, email, transmit, store or otherwise make available any data or other information from any person under the age of 18;

(d) engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

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

(f) upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

(g) interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon); and/or

(h) gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

10. **Intellectual Property Rights.** All details, documents, illustrations and content published on this App are the sole property of Ascensia. You must not use any of the App's content for commercial purposes without obtaining a licence to do so from us or our licensors. Any permission to use the same is granted on the proviso that the relevant copyright notice and proprietary marks are displayed on all copies, that such details are only used for personal purposes, that they are not exploited commercially, that the details are not modified in any way and that all illustrations gained from the App are only used in conjunction with the accompanying text.

Ascensia is the licensor or the licensee of all intellectual property rights in this App, and in the material published on it, unless otherwise noted or in any other way perceivable as third party rights. Those works are protected by intellectual property laws and treaties around the world and any unauthorized use of these works is expressly prohibited. All such rights are reserved.

11. **Back-Ups.** Ascensia has no responsibility for retaining/storing or backing up any information or data that you generate using the App or Services. You are solely responsible for retaining/maintaining/storing and backing up (electronically and/or with hard copies) any data that you

wish to preserve for future use or otherwise. If you choose to share your information via email, back up or otherwise with third parties, that information may not be encrypted and Ascensia will have no ability to manage the privacy or security of that information. You should take the steps that you determine are appropriate to protect the security of your information. If you choose to terminate your Services account, it may take us up to 30 days to delete your account, and either delete or make information either anonymous or untraceable to you. Unless otherwise required by law, you agree that your Services account is non-transferable and any data stored in your account will terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all data within deleted.

12. **No Reliance on Information.** Ascensia has compiled the detailed information provided on this App from internal and external sources to the best of its knowledge and belief, using professional diligence. We make reasonable efforts to expand and update this range of information on an on-going basis. The information on this App is purely for the purpose of presenting Ascensia, its products and services and for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from any action on the basis of the content on this App.

Ascensia makes no representation, warranties or guarantees (express or implied) that the content on this App is accurate, complete or up to date. We therefore recommend that you check any information you obtain from this App prior to using it in whatever form. Information given on this App does not exempt you from conducting your own checks of the App and/or our products safety datasheets and technical specifications with a view to their suitability for the intended processes and purposes. Should you require any advice or instructions concerning our products or services, please contact us directly. Users of this App declare that they agree to access the App and its content at their own risk.

13. **Privacy and Security.** The Privacy Policy applies to the use of the App including all data you transmit to and information displayed on the App. By using the App you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any information you send or display using the App may be read or intercepted by others, even if a particular transmission is encrypted. By using the App, you consent to us collecting and using technical information about your devices and related software, hardware and peripherals that are internet-based or wireless to improve our products and services and to enable us to provide with you the functionality available on the App.

14. **No Medical Advice. THE APP IS FOR INFORMATIONAL PURPOSES ONLY. THE APP IS NO SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR EMERGENCY INTERVENTION OR TRANSMISSION OF TIME-CRITICAL DATA. USERS SHOULD ALWAYS SEEK THE ADVICE OF THEIR HEALTHCARE PROVIDERS FOR ANY QUESTIONS REGARDING THEIR MEDICAL CONDITION. YOU AGREE THAT THE APP SHOULD NOT BE USED TO MAKE MEDICAL DECISIONS. USERS SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF INFORMATION PROVIDED VIA THE APP.** It is possible that a user's glucose levels will go up or down to levels that are very high or very low. It is also possible that individuals may experience other diabetes-related changes in their medical condition. Users should follow their healthcare provider's advice in relation to those of their blood glucose readings that are too high or low and for any other diabetes-related changes in their medical condition. The App is designed to help users better manage their diabetic condition. Users are responsible for communicating their levels and other diabetes-related information and for seeking appropriate medical advice. **YOU ASSUME ALL RESPONSIBILITY FOR YOUR USE OF THE APP AND FOR ALL DECISIONS TO TAKE OR NOT TAKE ACTION BASED ON ANY INFORMATION PROVIDED OR DISPLAYED VIA THE APP. USE OF THE APP IS SOLELY AT YOUR OWN RISK. NEITHER ASCENSIA, NOR ANY OF ITS AFFILIATED COMPANIES OR LICENSORS, ARE RESPONSIBLE OR LIABLE FOR ANY DIAGNOSIS, DECISION OR ASSESSMENT MADE BY A USER OR ANY INJURIES A USER MAY INCUR AS A RESULT OF ANY DECISIONS MADE BASED ON THE INFORMATION PROVIDED VIA OR DISPLAYED ON THE APP OR OTHER CONTENT OF THE APP AND DOCUMENTATION.**

15. **Disclaimer. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. INSTALLATION OF THE APP MAY**

AFFECT THE USABILITY OF THIRD PARTY APPS. THE APP IS PROVIDED “AS IS” AND THE SERVICE “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXCEPT FOR FRAUD AND FRAUDULENT MISREPRESENTATION. ASCENSIA, ITS AFFILIATES, SUPPLIERS, LICENSEES AND ITS REPRESENTATIVES, DISCLAIM ALL CONDITIONS, WARRANTIES, REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY WHICH MAY APPLY TO THIS APP OR ANY INFORMATION DISPLAYED OR CONTENT ON IT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, LACK OF VIRUSES AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASCENSIA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR USE OR ENJOYMENT OF THE APP OR THAT FUNCTIONS CONTAINED IN THE APP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APP WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASCENSIA, ITS AFFILIATES, SUPPLIERS, LICENSEES OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE APP PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. THE FOREGOING DISCLAIMER OF WARRANTIES APPLIES TO THE APP AND NOT TO THE METER. THE METER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE LIMITED WARRANTY PROVIDED WITH THE METER.

16. **Limited Liability:** Nothing in this EULA excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law. Unless otherwise prohibited by applicable law, the liability of Ascensia, its affiliates, directors, officers, employees, suppliers, licensees and representatives for any direct or indirect, foreseeable or unforeseeable, typical or non-typical or consequential damages or loss of profits, whether derived from tort, breaches of contract, culpa in contrahendo, positive breach of duty or any other legal concept, arising under or in connection with:

- use of, or inability to use, this App; or
- use of or reliance on any content displayed on this App

is hereby expressly excluded unless the damage has been caused by Ascensia with wilful intent or gross negligence.

This App is provided for domestic and private use only. You agree not to use this App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, business opportunity, or business information nor shall Ascensia its affiliates, suppliers, licensees or representatives, be liable for any incidental, exemplary, consequential, punitive, special or indirect damages of any kind whatsoever.

Ascensia, its affiliates, suppliers, licensees or representatives, will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your mobile device, tablet or other computer equipment, computer programs, data or other proprietary material due to your use of this App or to your downloading of any content on it, or on any website linked to it nor for any act or event beyond our reasonable control, including failure of telecommunications networks, except in the event of gross negligence or wilful misconduct by Ascensia.

NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR, THE ENTIRE LIABILITY OF ASCENSIA, ITS AFFILIATES, SUCCESSORS, LICENSEES, SUPPLIERS OR REPRESENTATIVES UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDIES SHALL BE LIMITED TO THE FIXING, REPAIRING OR OTHERWISE RECTIFYING ANY APP FAULTS. NOTHING IN THIS CLAUSE IS MEANT TO EXCLUDE ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED OR THAT IS AVAILABLE TO A USER BY UNDER THAT USER'S NATIONAL LAW.

17. **Site with login: access rights.** Please note that you are obliged to protect your access rights from unauthorized third-party use and that you must ensure that they cannot be used by others without your authorization. You must notify Ascensia immediately if you learn that security has been

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