

**EULA LINGO END USER LICENCE AGREEMENT  
US – July 2024**

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1. Introduction.

**For all users:**

Please read this end user license agreement (the “**Agreement**”) carefully as it governs Your access and use of products, content and services offered by Lingo Sensing Technology Unlimited Company with a registered office address at 70 Sir John Rogersons Quay, Dublin 2, D02 R296, Ireland (referred to as “**Lingo**”, “**us**”, “**our**” or “**we**” in this Agreement), including the Lingo biosensor and any related accessories (the “**Biosensor**”), Lingo branded mobile application including but not limited to any user interface, related software, algorithms, data, and content (the “**Lingo App**”), the user entity created and stored in the Cloud managed by Lingo (the “**Lingo Account**”), user features enabled by software and algorithms running on the Cloud, and any updates, upgrades and features and all Lingo-related online services, mobile services and any other offerings, including Lingo program-related communications that may be provided by Lingo from time to time (collectively, “**Lingo Products and Services**”).

**BY CLICKING “ACCEPT”, YOU EXPLICITLY CONSENT AND AGREE THAT THIS AGREEMENT WILL APPLY TO YOUR USE OF THE LINGO PRODUCTS AND SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK ACCEPT TO THIS AGREEMENT AND DO NOT DOWNLOAD OR USE THE LINGO APP.**

**WHEN YOU USE THE LINGO PRODUCTS AND SERVICES, YOUR PERSONAL INFORMATION WILL BE PROCESSED ACCORDING TO THE LINGO PRIVACY NOTICE (“PRIVACY NOTICE”) AVAILABLE AT [www.hellolingo.com/privacy-notice](http://www.hellolingo.com/privacy-notice) OR IN ACCORDANCE WITH OTHER INFORMATION THAT OTHERWISE MAY BE PROVIDED TO YOU BY US. THE LINGO PRIVACY POLICY EXPLAINS HOW WE COLLECT, PROTECT, RETAIN, STORE, DISCLOSE AND, IN CERTAIN**

**INSTANCES, TRANSFER YOUR PERSONAL INFORMATION, INCLUDING HEALTH RELATED INFORMATION, THAT YOU PROVIDE THROUGH YOUR USE OF THE LINGO PRODUCTS AND SERVICES.**

BY ACCEPTING THIS AGREEMENT AND USING THE LINGO PRODUCTS AND SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

**To create a Lingo Account, You must have a valid email address, provide accurate information and be 18 years of age or over and not on insulin.**

References to “You”, “Your” or the “User” in this Agreement are references to the individual using the Lingo Products and Services.

**This document is a legally binding agreement between You and Lingo. This Agreement covers:**

- **Your installation and use of the Lingo App (including any updates, upgrades, bug fixes or modified versions thereto) on Your authorized mobile device;**
- **Your use of the Lingo Products and Services regardless of the device used by You; and**
- **Any manuals, instructions, descriptions, specifications or other materials, in hard copy or electronic form, provided by Lingo (the “Documentation”) describing or relating to the use of the Lingo Products and Services.**

Please note that the headings in this Agreement are for Your convenience only and do not limit, define or fully explain each section.

This information is provided as a supplement to the detailed User Manual, available in the Lingo App or as otherwise provided to You, and not as a replacement.

**NOTWITHSTANDING ANYTHING PROVIDED HEREIN, ANY USER USING LINGO PRODUCTS AND SERVICES IN CONNECTION WITH A CLINICAL TRIAL SHOULD FOLLOW THE GUIDANCE PROVIDED UNDER SUCH CLINICAL TRIAL AS IT RELATES TO WHOM TO CONTACT.**

## **2. The Lingo Products and Services.**

You can use the Lingo App to collect data by using Your mobile device to pair with Your paired Biosensor. The Lingo App will display Your glucose data, which may be uploaded to and stored in Your Lingo Account. Data You upload to Your Lingo Account will be stored in a secure, cloud-based data management system. Your Lingo Account allows You to review, analyze, and evaluate Your retrospective glucose data and other information You enter into Your Lingo Account. Use of the Lingo Products and Services may require compatible devices, internet access, data usage (charges may apply), certain software (fees may apply) and periodic updates and the performance of the Lingo Products and Services may be affected by these requirements.

The Lingo App may not be compatible with all mobile devices or operating systems. Please see [www.hellolingo.com](http://www.hellolingo.com) or any other method that may otherwise be made available to You to check minimum system requirements for Your operating system and mobile device before download.

## **3. No Medical Advice.**

The Lingo Products and Services do not provide medical advice, diagnosis, or treatment. If you have a diagnosed medical condition, then consult with your healthcare provider before using the Lingo Products and Services.

The Lingo App and any content provided in or accessed through the Lingo App (“App Content”) are not intended for diagnosis of any disease including diabetes. They are intended to aid you in the management of your health and general wellness. The Lingo App does not constitute or create a doctor-patient or other healthcare professional relationship between you and Lingo.

YOU SHOULD ALWAYS CONSULT A QUALIFIED HEALTH CARE PROFESSIONAL WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION, INCLUDING ANY QUERIES OR CONCERNS ABOUT YOUR HEALTH. IT IS BEST TO SPEAK TO A QUALIFIED HEALTH CARE PROFESSIONAL BEFORE STARTING ANY DIET OR EXERCISE REGIME 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 THE LINGO APP.** YOU ACKNOWLEDGE THAT LINGO IS NOT ENGAGED IN THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE OR SERVICES, AND YOUR DECISION TO TAKE ACTION BASED ON ANY INFORMATION TRANSMITTED TO OR STORED IN THE LINGO APP OR ANY INFORMATION RECEIVED FROM LINGO EMPLOYEES, AGENTS, OR SUPPLIERS WILL BE THE EXCLUSIVE RESPONSIBILITY OF YOU AND YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL. YOU ARE RESPONSIBLE FOR CONSULTING WITH YOUR PHYSICIAN OR HEALTHCARE PROFESSIONAL REGARDING YOUR PERSONAL GLUCOSE TARGETS AND MEDICAL TREATMENT. IF YOU EXPERIENCE ABNORMAL GLUCOSE READINGS YOU SHOULD DISCUSS THOSE IMMEDIATELY WITH YOUR PHYSICIAN OR HEALTHCARE PROFESSIONAL. **IMPORTANT: IN THE EVENT OF A MEDICAL EMERGENCY, PLEASE CALL EMERGENCY SERVICES (9-1-1 IN THE UNITED STATES) IMMEDIATELY.** IF YOU NEED NON-EMERGENCY MEDICAL TREATMENT, PLEASE CONTACT YOUR PHYSICIAN OR HEALTHCARE PROFESSIONAL DIRECTLY.

#### **4. Use of Third-Party Products.**

You acknowledge that you will be using the Lingo Products and Services in connection with products and services provided by third parties and for which Lingo has no responsibility, including your mobile device. You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other supplies or services not provided by Lingo that are needed to receive, access or use the Lingo Products and Services.

Lingo will not have any liability with respect to any such third-party products or services. Any and all third-party products or services are subject to that third party's terms and conditions and may subject You to additional or different restrictions. Your use of any third-party products or services will be governed entirely by the terms and conditions of the agreement between you and the third party.

Optional Authorized Products or Services: You may be able to link Your Lingo Account with other authorized third-party apps, products, or services. Lingo is responsible for the data it sends to the third-party up to the point that it leaves Your Lingo Account. Lingo is not responsible for any data received from these third-party apps, products, or services, including the accuracy of such data, or its use in the Lingo Products and Services except as set forth in this Agreement. Lingo is not responsible for Your decision to link the Lingo Products and Services with these other authorized third-party services or products, for any sharing of data with such third parties, or for providing such functionality. Lingo does not control any optional authorized third-party products or services and is not responsible for their content or for their collection, use or disclosure of personal information or for the provisions of those products or services, which may subject You to additional terms and condition or different restrictions. Your use of any third-party products will be governed entirely by the terms and conditions of such agreement.

Unauthorized Systems and Products: Please be aware that third parties may offer unauthorized services, software and mobile apps that may claim to be compatible with Your Biosensor and/or the Lingo Products and Services but are not authorized by Lingo for such use. Lingo does not recommend using the Biosensor or the Lingo Products and Services with unauthorized third-party products. Any such use by You is at your own risk. Unauthorized third-party products are outside the control of Lingo; Lingo has no responsibility for these products and makes no claims as to the validity, accuracy, reliability, or status of any of these products and is not responsible for any claims relating to, and will have no liability with respect to, any unauthorized third-party service, software, app, or other product.

The Lingo App can only receive display and analyze data that it receives from the paired Biosensor with which it communicates. Glucose data from other devices are not received by the Lingo App or uploaded to Your Lingo Account.

#### **5. Ownership Rights.**

You acknowledge and agree that Lingo, its affiliates, its suppliers or its licensors own or license all legal right, title and interest in and to all aspects of the Lingo Products and Services, the Documentation and any improved, updated, upgraded, modified, customized or additional parts thereof, including graphics, user interface, the scripts and software used to implement the Lingo Products and Services and any software or documents provided to You as a part of and/or in connection with the Lingo Products and Services, including all Intellectual Property Rights that exist therein. For the purposes of this Agreement, “**Intellectual Property Rights**” means any copyright, patent, trade secret, trade dress, trademark, rights in get-up, goodwill, rights in designs, technology, artwork, rights in computer software (including source code), rights in data, database and similar or equivalent rights or forms of protection, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which subsist or will subsist, now or in the future, in any media now known or hereinafter invented, in any part of the world. You agree to refrain from any action that would diminish such rights or would call them into question.

You further agree that the Lingo Products and Services contain valuable proprietary and confidential information of Lingo, its affiliates and/or its licensors (including the structure, organization and software and related updates, upgrades and features of the Lingo Products and Services) that is protected by applicable Intellectual Property Rights and other laws, including copyright. You agree that You will not use such proprietary information or materials in any way whatsoever except as expressly permitted under this Agreement, and you will not remove any product identification, copyright notices or proprietary restrictions from the Lingo Products and Services. No portion of the Lingo Products and Services may be reproduced in any form or by any means, except as expressly permitted in this Agreement or where permitted by applicable law, and You will not remove any product identification, copyright notices or proprietary restrictions. Failure to comply with the restrictions, including any unauthorized copying of any part of the Lingo Products and Services, in this Agreement (or other breach of the License herein) will result in automatic termination of this Agreement and You agree that it will constitute immediate, irreparable harm to Lingo, its affiliates and/or its licensors for which monetary damages would be an inadequate remedy and that injunctive relief will be an appropriate remedy for such breach.

The Biosensor housing, Lingo and related brand marks are trademarks of Lingo Sensing Technology Unlimited Company or Abbott Diabetes Care Inc. in various jurisdictions (the “**Lingo Trademarks**”). Any and all goodwill derived through the use of the Lingo Trademarks pursuant to the terms of this Agreement will inure solely to the benefit of Lingo Sensing Technology Unlimited Company and Abbott Diabetes Care Inc., as applicable. Other trademarks included or accessed during the use of the Lingo Products and Services are the trademarks of their respective owners and all goodwill associated with such trademarks will inure to such respective trademark owners. No license or right, express or implied, is granted to You in any of the aforesaid trademarks (including the Lingo Trademarks) and You agree that You will not remove, obscure or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Lingo Products and Services. No use of any Lingo trademark, trade name or trade dress may be made without the prior written authorization of Lingo, except to identify the product or services of the company. Lingo, its affiliates, its suppliers and its licensors reserve all rights not expressly granted to You in this Agreement.

Portions of the Lingo Products and Services may include material provided by third parties in which Intellectual Property Rights subsist. 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 any and all Intellectual Property Rights. The use of this third-party material and the associated rights are hereby acknowledged by You, except and then solely to the extent that the foregoing acknowledgment is ineffective in certain jurisdictions.

## **6. License.**

The Lingo Products and Services are licensed, not sold, to You by Lingo. Subject to Your compliance with this Agreement and solely for so long as You are permitted by Lingo to use the Lingo Products and Services, we hereby grant You, a personal, limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable license to access and use the Lingo App on a compatible mobile device that You own or control and access and use the Lingo Products and Services solely for Your non-commercial use (referred to as the “**License**”). Your use of the Lingo Products and Services is also subject to any rules or policies applied by any app store provider such as, but not limited

to, the Google Play Store and Apple App Store. If You fail to comply with this license or any of the terms or conditions of this Agreement, You must immediately cease using the Lingo Products and Services and remove (that is, uninstall and delete) the Lingo App from Your mobile device.

Notwithstanding anything to the contrary, Lingo does not transfer to You any ownership or Intellectual Property Rights in the Lingo Products and Services, the Documentation or any other technology, information or materials. You acknowledge that You do not acquire any title, ownership or proprietary rights or interest in the Lingo Products and Services, the Documentation, any Intellectual Property Rights or any other technology, information or materials. As between the parties, Lingo, its affiliates and its licensors retain exclusive ownership of all right, title and interest in and to all aspects of the Lingo Products and Services, the Documentation and all other technology, information and materials, as well as any and all copies or modifications thereof (by whomever made and whenever made), including all Intellectual Property Rights with respect to any and all of the foregoing. To the extent that you have or obtain any right, title or interest in or to any of the Lingo Products or Services, the Documentation or any other technology, information and materials, as well as any and all copies or modifications thereof (by whomever made and whenever made), including any Intellectual Property Rights with respect to any or all of the foregoing, you hereby irrevocably transfer, assign, and otherwise convey to Lingo your entire worldwide right, title and interest in same. Any goodwill derived through the use of the Intellectual Property Rights pursuant to the terms of this Agreement will inure solely to the benefit of Lingo, its affiliates and/or its licensors.

## **7. What Rules Apply to My Use of the Lingo Products and Services?**

- a. You agree to use the Lingo Products and Services only for purposes permitted by this Agreement and only to the extent permitted by any applicable law, regulation or generally accepted practice in the applicable jurisdiction.
- b. You are responsible for Your Lingo Account. You may not upload, download, email, transmit, store or otherwise make available any information or content that infringes a third-party's intellectual property rights or that violates the law, this Agreement or a third-party's privacy or data protection rights.
- c. You are responsible for the accuracy of any information you input into the Lingo App, and you agree to provide true, accurate, current and complete information about yourself as prompted by the registration form or otherwise requested and to promptly update that information so as to keep that information true, accurate, current, and complete. You consent and authorize us to verify the information you provide, but Lingo undertakes no duty to review the information you input into the Lingo App.
- d. When You access or use the Lingo Products and Services, You agree that You will not:
  - (i) use the Lingo App on any mobile device You do not own, control or have otherwise been granted legitimate access to;
  - (ii) gather, store or upload personal information, including health information, on any other user of the Lingo Products and Services or any third-party using a Biosensor without that user's or third-party's consent;
  - (iii) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
  - (iv) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
  - (v) copy, reproduce, republish, upload, post or otherwise make available the Lingo Products and Services or Documentation or any portion thereof, in any form, on the Internet or in any other way to any other person;
  - (vi) sell, rent, lease, lend, assign, license, sub-license, distribute or otherwise transfer rights to the Lingo Products and Services or Documentation except as expressly provided in this Agreement. The Lingo App may not be transferred to another end user and should be uninstalled if You transfer the mobile device(s) on which it is installed. The data You store in or transmit using the Lingo Products and Services are specific to You. If another end user desires to fully utilize

- the Lingo Products and Services, he or she should download the Lingo App directly to his or her device and create a new Lingo Account;
- (vii) use the Lingo Products and Services for any commercial purpose, including for commercial timesharing or otherwise in providing services to third parties;
  - (viii) receive, distribute, use or examine any source code or design documentation relating to the Lingo Products and Services, except and then solely to the extent required to be permitted by applicable law.
  - (ix) post, transmit or otherwise make available through or in connection with the Lingo Products and Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of or to monitor the use of, any hardware, software or equipment (each, a “Virus”);
  - (x) interfere with or disrupt the operation of the Lingo Products and Services (including accessing the Lingo Products and Services through any automated means, like scripts or web crawlers) or the servers or networks used to make the Lingo Products and Services available (including any unauthorized access to, use or monitoring of data or traffic thereon), including by hacking or defacing any portion of the Lingo Products and Services or violate any requirement, procedure or policy of such servers or networks;
  - (xi) pretend to be anyone You are not or misrepresent who You are, Your age, or otherwise misrepresent Your affiliation with any person or use the Lingo App to pair to a Biosensor that has been started by someone else or collect data from a Biosensor that another is wearing for the purpose of transmitting their data to Your Lingo Account. Lingo reserves the right to reject or block any Lingo Account or email address which could be deemed to be an impersonation or misrepresentation of Your identity or a misappropriation of another person’s name or identity or has been used to hijack another user’s data;
  - (xii) reproduce, copy, duplicate, modify, adapt, translate, create derivative works of, sell, resell, rent, lease, loan, timeshare, distribute, trade or otherwise exploit any portion of (or any use of) the Lingo Products and Services for any purpose except as expressly authorized herein, without Lingo’s express prior written consent;
  - (xiii) reverse engineer, decompile or disassemble, decode, translate, modify, create derivative works of, gain access to the source code, reduce non-human readable elements to human-readable form, modify or adapt (or permit or facilitate third parties in any of the foregoing activities) the Lingo Products and Services, any updates to same or any part thereof, except and then solely to the extent required to be permitted under applicable law;
  - (xiv) remove any copyright, trademark or other proprietary rights notice from the Lingo Products and Services;
  - (xv) frame or mirror any portion of the Lingo Products and Services or otherwise incorporate any portion of the Lingo Products and Services into any product or service, without Lingo’s express prior written consent; or
  - (xvi) attempt in any way to remove or circumvent any technical protection measures protecting the integrity of the Lingo Products and Services and the Intellectual Property Rights of the Lingo Products and Services from misappropriation, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale, hire or have in Your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorized removal or circumvention of such technical protection measures.

If Your use of the Lingo Products and Services or other behavior intentionally or unintentionally threatens Lingo’s ability to provide the Lingo Products and Services, Lingo will be entitled to take all reasonable steps to protect the Lingo Products and Services, which may include suspension or termination of Your use or access to the Lingo Products and Services.

## **8. What Will Happen if There are Updates to the Lingo Products and Services?**

From time to time, updates to the Lingo App may be available through the app store provider. Depending on the update, You may not be able to use the Lingo Products and Services until You have downloaded the latest version of the Lingo App and accepted any new terms that may apply. To use a version of the Lingo App identified as an upgrade by Lingo, You must first be licensed to use the original version of the Lingo App which has been identified by Lingo as eligible for the upgrade. After upgrading, You may no longer use the version of the Lingo App that formed the basis for Your upgrade eligibility and the upgraded software will be deemed the Lingo App licensed hereunder. This Agreement applies to any and all updates or supplements to each version of the Lingo App, unless Lingo provides separate or additional terms along with the update or supplement. In case of a conflict between this Agreement and any other terms provided with respect to updates or supplements, such other terms will prevail. This Section 8 will not require Lingo to deliver new features and functionality which are priced separately by Lingo nor any future products.

## **9. How Does the Lingo App Work?**

The Lingo App includes functionality which allows users to link the Lingo App to their Biosensor. Please note if you have downloaded an unauthorized third-party app that may claim to be compatible with your Biosensor, the Lingo App may not operate as intended. Use of such third-party apps is at your own risk.

## **10. What Registration Procedures Are Associated with Use of the Lingo Products and Services?**

In order to access the full functionality of the Lingo Products and Services, You must create a Lingo Account. Please refer to the [Privacy Notice](#) for further information about how we collect, protect, retain, store, disclose and, in certain instances, transfer Your personal information.

If You sign out of Your Lingo Account, the functionality of the Lingo App will be limited. If You sign out of Your Lingo Account, Your biomarker data and other information will not be backed up and stored as part of the Lingo Products and Services and You may not be able to review historic data. If You sign out of Your Lingo Account, You can sign back into Your Lingo Account with the same account information any time to resume full functionality, to store and back up data.

## **11. Lingo Products and Services Availability.**

The Lingo Products and Services or any feature or part thereof, may not be available in all languages or in all countries and Lingo makes no representation that the Lingo Products and Services or any feature or part thereof, is appropriate or available for use in any particular location. Depending on where you are located, different terms may apply to Your use of the Lingo Products and Services.

## **12. License and Use of Your Data.**

Lingo does not claim ownership of the data You upload via Your use of the Lingo Products and Services. By disclosing Your information to Lingo, You grant us a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish and translate such data for the purpose of providing the Lingo Products and Services.

Your personal information is collected, used, stored and transmitted by Lingo in accordance with Lingo's Privacy Notice at <https://www.hellolingo.com/privacy-notice> or in accordance with other information that otherwise may be provided to You by us.

You can manage certain data collection preferences using the "Account settings" function in the Lingo App or via the Lingo Site.

## **13. How Can I Delete My Lingo Account?**

You may delete Your Lingo Account at any time by contacting customer service using the contact information as provided to You. Please be aware that if You delete Your Lingo Account, all data in Your Lingo Account will be deleted,

but Lingo will retain certain information as set out in the Privacy Notice. Lingo has no responsibility for retaining, storing or backing up Your Lingo Account. You are solely responsible for retaining, maintaining, storing and backing up (electronically and/or with hard copies) any data that You wish to preserve. Lingo is not responsible for unauthorized access to, use of or alteration of Your information. If You email, back up, take a screenshot of Your Lingo Account information or otherwise share any of Your personal information or reports with third parties, that information may not be encrypted and Lingo will have no ability to manage the privacy or security of that information, nor will Lingo have any liability related thereto. You should take the steps that You determine are appropriate to protect the security of such information. Unless otherwise required by law, You agree that Your Lingo Account is non-transferable.

#### **14. Termination.**

This Agreement is effective upon Your acceptance of this Agreement and will continue unless it is terminated in accordance with the terms of this Agreement. You may delete the Lingo App from Your mobile device at any time and may ask Lingo to delete Your Lingo Account as described in Section 13 at any time.

This Agreement will terminate immediately and without additional notice if You breach and/or fail to comply with, any term or condition of this Agreement. Lingo may also terminate or suspend this Agreement at any time and without prior notice, for any or no reason, including if Lingo believes that You have violated or acted inconsistently with the letter or spirit of this Agreement. Lingo may terminate its provision of support for the Lingo Products and Services if You elect to discontinue using them or at any time if the Lingo Products and Services are no longer offered.

Upon any such termination or suspension of this Agreement:

- a. You must immediately cease all activities authorized by Agreement. You will no longer be able to use the Lingo Products and Services.
- b. Lingo may, without liability to You or any third party, immediately suspend, deactivate or terminate Your Lingo Account, registration information and all associated materials, without any obligation to provide any further access to such materials.
- c. You must discontinue use and uninstall and destroy all copies of the Lingo Products and Services and Documentation; and
- d. All rights granted to You under this Agreement, including any licenses, will cease.

Notwithstanding the foregoing, Sections 5, 12, 13, 14, 18, 19, 20, 21, 22, 23 and 24 will survive any termination of this Agreement.

#### **15. Changes to this Agreement.**

We may change this Agreement from time to time by notifying You of such changes by any reasonable means, including by displaying a revised Agreement on-screen when You next use the Lingo Products and Services and requiring You to read, explicitly consent and agree to them to continue Your use of the Lingo Products and Services. If accepted, such terms will be effective immediately, but will not apply to any dispute between You and Lingo arising prior to the date on which we posted the revised Agreement incorporating such changes or otherwise notified You of such changes. If You refuse to accept such changes, we will have the right to terminate this Agreement and Your use of the Lingo Products and Services. You agree that Lingo will not be liable to You or any third party for any modification or cessation of the Lingo Products and Services.

Certain provisions of this Agreement may be supplemented or superseded by expressly designated legal notices or terms located on particular pages within the Lingo App, and we will use reasonable efforts to make you aware of such supplemental legal notices and/or terms, which are incorporated into and form part of this Agreement.

#### **16. User Support and Complaints.**

Free technical support is available for the Lingo Products and Services subject to the terms of this Section 16. For more information about how to contact our support services, please go to [www.hellolingo.com](http://www.hellolingo.com) or the Lingo App.



Inquiries will be directed to the appropriate support teams. Please note that if a support issue arises while You are connected to a Biosensor, do not uninstall the Lingo App and do not clear data from the Lingo App before contacting technical support. Uninstalling the Lingo App and/or clearing data will cause You to lose all past data.

Lingo will provide reasonable telephone or email support for use of the Lingo App and use reasonable efforts to maintain availability of the Lingo App. You understand and agree that from time to time the Lingo Products and Services may be unavailable due to maintenance or technical issues.

In addition to the above, Lingo may from time to time provide You through the contact details provided by You (e.g., via email to the email address provided by You or via phone to the phone number provided by You) with general information and updates about how to best use the Lingo Products and Services and their features to provide You with troubleshooting and support.

**17. What Will Happen to Feedback I Provide in Order to Receive Support?**

Any data, comments, or materials that You supply via the Lingo Products and Services or provide in order to receive support for the Lingo Products and Services, including feedback data, such as questions, comments, suggestions, or the like ("**Feedback**"), will be deemed to be non-confidential and non-proprietary. By submitting or sending Feedback to us, you represent and warrant that such Feedback is original to you and that no other party has any rights to the information or material contained there. You hereby assign all worldwide right, title, and interest in the Feedback to us. Lingo will have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transfer, create derivative works and distribute the Feedback to others without limitation, except for health information and personal information which might be included in the Feedback but is subject to Section 12 ("**License and Use of Your Data**") of this Agreement. Furthermore, Lingo will be free to use any idea, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including developing, manufacturing and marketing products incorporating such Feedback.

**18. Our Disclaimer of Warranties.**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE LINGO PRODUCTS AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. The below disclaimers are in addition to any other disclaimers contained in this Agreement, including those set forth in Section 3.

- a. The Lingo App is not intended for use on a mobile device that has been altered or customized to remove, replace or circumvent the manufacturer's approved kernel, system configuration or use restrictions or which violates the manufacturer's warranty. Use of the Lingo App may adversely affect the operation of other software and devices.
- b. NEITHER LINGO, NOR ANY OF ITS AFFILIATED COMPANIES, IS RESPONSIBLE OR LIABLE FOR ANY DECISION, ASSESSMENT OR DIAGNOSIS MADE BY A USER OR ANY INJURIES A USER MAY INCUR AS A RESULT OF ANY DECISIONS MADE BASED ON THE CONTENT OF THE LINGO PRODUCTS AND SERVICES AND DOCUMENTATION.
- c. Any content included in the Lingo Products and Services is for the purpose of providing information only. Lingo makes no representation or warranties, express or implied, regarding the accuracy, completeness, reliability or timeliness of the information of any data provided by You or third parties or of any content generated by the data displayed or accessible through use of the Lingo Products and Services. In no event will Lingo be liable to You for any losses from mistakes, omissions or delays in transmission of information or from interruptions in telecommunications connections to the Lingo Products and Services.

- d. THE LINGO PRODUCTS AND SERVICES ARE LICENCED AND PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND DEFECTS, AND LINGO, ITS AFFILIATES, ITS LICENSORS, AND ITS THIRD-PARTY PROVIDERS (COLLECTIVELY, THE “LINGO PARTIES”) HEREBY DISCLAIM, TO THE FULL EXTENT PERMITTED BY LAW, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND QUALITY AND OF LACK OF VIRUSES. THE LINGO PARTIES DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LINGO PRODUCTS AND SERVICES, THAT THE LINGO PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS, THAT OPERATION OF THE LINGO PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING OR VIRUSES, OR THAT LINGO PRODUCTS AND SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE. THE LINGO PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SECURITY OF THE LINGO APP OR ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, SUITABILITY, OR TIMELINESS OF THE LINGO APP OR ANY CONTENT INCLUDED THEREIN, INCLUDING ANY AND ALL SOFTWARE, TEXT, GRAPHICS, VISUALIZATIONS, TOOLS, LINKS, OR CONTENT PROVIDED IN OR THROUGH THE USE OF THE LINGO APP, OR ANY SITE OR SITES “LINKED” TO OR ACCESSIBLE THROUGH THE LINGO APP. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LINGO OR A LINGO AUTHORISED REPRESENTATIVE SHALL CREATE A WARRANTY.
- e. IN NO EVENT DOES ANY LINGO PARTY PROVIDE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY THIRD-PARTY HARDWARE OR SOFTWARE OR THE ACCURACY OF DATA DISPLAYED IN THE LINGO PRODUCTS AND SERVICES, AND THE LINGO PARTIES DISCLAIM ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF. LINGO DISCLAIMS ANY AND ALL LIABILITY THAT MAY DERIVE FROM ACTIONS OR CLAIMS AGAINST LINGO OR ANY OF ITS AFFILIATES, AGENTS OR ASSIGNS OR OTHER THIRD PARTIES AS MAY BECOME APPLICABLE OVER THE COURSE OF THIS AGREEMENT.
- f. Some jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the some of the disclaimers in this Section 18 may not apply to you in their entirety. To the extent applicable law requires Lingo to provide warranties, you agree that the scope and duration of such warranty shall be to the minimum extent required to be provided under such applicable law.

**19. Limitation of Liability.**

**TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:**

- a. IN NO EVENT WILL ANY LINGO PARTY BE LIABLE FOR MONETARY DAMAGES, INCLUDING ANY PECIAL, 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 THE LINGO PRODUCTS AND SERVICES (INCLUDING UNAUTHORISED 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 LINGO PRODUCTS AND SERVICES, OR THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED OR THAT MAY BE USED WITH THE LINGO PRODUCTS AND SERVICES, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOUR USE OF THE LINGO PRODUCTS AND SERVICES OR ANY MOBILE APP/MATERIAL/WEBSITE LINKED TO THE LINGO PRODUCTS AND SERVICES, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF LINGO, ITS AFFILIATES OR ANY THIRD-PARTY PROVIDER HAS 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 THE 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 SECTION AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THE LINGO APP AND THE LINGO PRODUCTS AND SERVICES WOULD BE HIGHER.

You acknowledge and agree that, to the fullest extent permitted by law, neither Lingo nor its business partners are responsible for Your decision to share and/or disclose Your personal data, including health-related information, and You hereby release Lingo, its affiliates and its and their business partners from any liability that may arise from such third parties' collection or other processing of Your personal information.

- e. 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, ITS AFFILIATES, AND ANY OF ITS SUPPLIERS 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 THE LINGO PRODUCTS AND SERVICES, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR (2) WHERE APPLICABLE, THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE LINGO PRODUCTS AND SERVICES OR THE VALUE OF USD\$100.00 IN YOUR CURRENCY.

Some jurisdictions may prohibit or limit the exclusion or limitation of liability, certain implied warranties or incidental or consequential damages; solely to the extent that such law applies to You, some or all of the above disclaimers, limitations or exclusions may not apply to You and You may have certain additional rights under applicable law.

## **20. What Are My Indemnity Obligations?**

To the fullest extent permitted under applicable law, You agree to indemnify, defend and hold harmless Lingo, its affiliates and their respective officers, directors, employees, agents, successors, assigns and licensors from and against any and all claims, damages, demands, liabilities, judgment, awards, losses, costs and expenses (including attorneys' and experts' fees) made by a third party due to or arising out of or related to (a) Your use of, or activities in connection with, the Lingo Products and Services; and (b) any violation or alleged violation of this Agreement or laws, regulations or third-party rights, including any infringement of the Intellectual Property Rights of any third party by You in connection with Your use of the Lingo Products and Services, including negligent acts, omissions and willful misconduct.

## **21. Miscellaneous Terms.**

### **a. Export Controls.**

The Lingo Products and Services are subject to United States export controls restrictions, including any United States embargoes or other federal rules and regulations restricting exports. We will not knowingly make the Lingo Products and Services available to You if You are, and You represent and warrant that You are not, (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or trade sanction (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for more information on U.S. sanctions); or (b) on any of the U.S. government lists of restricted end users (for example, including the "Specially Designated Nationals" list available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

### **b. Governing Law.**

The terms of this Agreement 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 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 this Agreement will be fully performable in the State of Illinois and You agree that jurisdiction and venue are proper in the state and federal courts located in the State of Illinois, United States of America, with respect to any proceedings arising from this Agreement or the relationship between the parties hereto.

**c. Entire Agreement.**

This Agreement is the entire agreement between You and Lingo relating to the Lingo Products and Services, including the Lingo App, and it supersedes all prior or contemporaneous oral or written communications, proposals and representations between You and Lingo with respect to the Lingo Products and Services or any other subject matter covered by this Agreement. In the event of a conflict between the English and any non-English versions of this Agreement, the English version will govern.

**d. Additional Legal Terms.**

- (i) This Agreement does not and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between You and Lingo.
- (ii) If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.
- (iii) You may not assign, transfer or sublicense any or all of Your rights or obligations under this Agreement without our express prior written consent.
- (iv) We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction.
- (v) No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.
- (vi) All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.”
- (vii) Notices to You (including notices of changes to this Agreement) may be made via posting to the Lingo App or by e-mail (including in each case via links) or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- (viii) Lingo will not be responsible for any failure to fulfil any obligation due to any cause beyond its control, including natural disaster, war, riot, labor disturbance, or failure of publicly available channels of communication.

- (ix) If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

**22. Terms Relating to Apple if You Use the iOS Version of the Lingo App.**

In addition to the other terms and conditions of this Agreement and notwithstanding anything to the contrary herein, this provision applies with respect to Your use of any version of the Lingo App compatible with the iOS operating system of Apple Inc. (“**Apple**”). Apple is not a party to this Agreement and does not own and is not responsible for the Lingo App. Apple is not providing any warranty for the Lingo App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Lingo App and will not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Lingo App, including any third-party product liability claims, claims that the Lingo App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Lingo App, including those pertaining to intellectual property rights, must be directed to Lingo in accordance with Section 16 (“User Support and Complaints”) of this Agreement. The license You have been granted herein is limited to a non-transferable license to use the Lingo App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by You or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service. In addition, You must comply with the terms of any third-party agreement applicable to You when using the Lingo App, such as Your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement and, upon Your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof; notwithstanding the foregoing, Lingo’s right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third-party.

**23. Open Source Components.**

Certain items of software included with the Lingo App are subject to “free software” or “open source software” licenses (“**Open Source Software**”). This Open Source Software is not owned by Lingo and is not subject to this Agreement. No warranties are made by the owners of the Open Source Software under this Agreement and such owners disclaim all liability related to use of the Open Source Software. Each item of Open Source Software is licensed under the terms and conditions of the license that accompanies such Open Source Software. Nothing in this Agreement limits Your rights under, or grants You rights that supersede, the terms and conditions of that license.

**24. What Does It Mean to Click the “Accept” Button?**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND ALL SUCH TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY.

**BY CLICKING THE “ACCEPT” BUTTON OR BY USING OR OTHERWISE ACCESSING THE LINGO PRODUCTS AND SERVICES:**

- **YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT; AND**
- **YOU INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT AND TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE.**

IF YOU DO NOT ACCEPT ALL TERMS OF THIS AGREEMENT, DO NOT CLICK THE ACCEPT BUTTON AND DO NOT USE THE LINGO PRODUCTS AND SERVICES.

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