

TERMS OF USE

LAST UPDATE: 15 December 2021

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. These Terms of Use describe rules for visitors to this CareLink™ Personal website. This website is owned and operated by Medtronic MiniMed™, Inc. ("Medtronic Diabetes"). Medtronic Diabetes and its affiliates also operate other websites. These Terms of Use only apply to this website, and do not apply to any other websites operated by Medtronic Diabetes, its affiliates, or any third party. You should review the terms of use posted on those websites when you visit them.

These Terms of Use were last revised on the date set forth on the last page hereof. We may change these Terms of Use at any time, and request that you review these Terms of Use each time you visit the website. By using this website, you accept the most recent version of these Terms of Use.

**CALL 911 FOR AN EMERGENCY.
THIS WEBSITE DOES NOT PROVIDE MEDICAL ADVICE. IF YOU ARE IN NEED
OF MEDICAL ADVICE, CONTACT YOUR DOCTOR OR MEDICAL PROFESSIONAL.
IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR
OR 911 IMMEDIATELY.**

INFORMATION ONLY; NOT FOR MEDICAL ADVICE. This website is not intended to and does not render medical advice. Website content is not in any way a substitute for professional medical examination or assessment of a patient's condition by a healthcare professional. All content is general in nature, is presented in summary form, and is provided for information purposes only to support collaboration between a healthcare professional and his/her patient. This website is not intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease. Do not rely on content, guidelines, products, or any other service offered by or through Medtronic Diabetes or this website for making a medical or clinical decision.

ABOUT THE INFORMATION ON THIS WEBSITE. The software described on this website is a web-based system provided by Medtronic Diabetes to take information from diabetes management tools – insulin pump(s), continuous glucose monitor(s), blood glucose meter(s), and logbook(s) – and organize it into charts, graphs and reports. Information you read on this website cannot replace the relationship that you have with your health care professional. Medtronic Diabetes does not practice medicine nor provide medical services or advice, and the information on this website should not be considered medical advice. Health care professionals are expected to exercise their independent judgment and discretion for patient diagnosis and treatment.

This website contains information about products or therapies authorized in the supported countries and is intended for the audiences in the supported countries. You may see information on this website about products or therapies that are not available or authorized in your country. Please check the homepage, at the following link: <https://carelink.minimed.com> to see whether CareLink Personal is available in your country of residence.

Medtronic Diabetes uses reasonable efforts to provide up-to-date and accurate information on this website, but makes no representations, warranties or assurances as to the accuracy, currency or completeness of the information provided. Medtronic Diabetes reserves the right to change or discontinue at any time any aspect or feature of this website. Medtronic Diabetes shall not be liable for any damages or injury resulting from your access to, or inability to access, this site, or from your reliance on any information provided at this website. Medtronic Diabetes reserves the right to discontinue any use that is abusive, illegal, disruptive, or that otherwise fails to conform to these Terms of Use. Accordingly, Medtronic Diabetes reserves the right to terminate access to any or all areas of this website upon a breach of these Terms of Use and will cooperate with local authorities, if necessary to further prevent any proscribed illegal use of this website.

PRIVACY AND SECURITY POLICY. Medtronic Diabetes is committed to protecting the privacy of

everyone who uses this site. The collection, processing or use of your personal information by Medtronic Diabetes as part of your use of the CareLink Personal website is governed by the Medtronic Diabetes Privacy Policy. Before using this website, you are required to read the Medtronic Diabetes Privacy Policy [<https://www.medtronicdiabetes.com/privacypolicy>] and the Notice of Privacy Practices [<https://www.medtronicdiabetes.com/notices>] ("Privacy Statements") (and this Terms of Use), the terms of which are incorporated herein, and agree that the terms of such policies are acceptable.

OUR COPYRIGHTS AND TRADEMARK. The materials on this website belong to or are licensed to us and/or our affiliates. The materials are protected by United States and foreign copyright laws. You may e-mail, download, or print copies of the materials on this website only for your personal, non-commercial use. When you e-mail, download, or print a copy of the materials on this website, you must also include all copyright and other notices that are in the materials, including the copyright notice on the bottom of the page.

We and/or our affiliates also own or have rights to use the names we use for our products and services on this website, and these names are protected by United States and foreign trademark laws. An ® following a name on our website indicates that the trademark has been registered in the United States and other countries. A ™ following a name on our website indicates that it is an unregistered trademark. All trademarks are the property of their respective owners.

There may be special rules for the use of materials provided on certain parts of this website. These special rules will be posted near the materials.

If you use the materials or trademarks on this website in a way that is not clearly allowed by these Terms of Use, you are violating your agreement with us and may be violating copyright, trademark, and other laws. In that case, we automatically revoke your permission to use this website. Title to the materials remains with us or with the authors of the materials contained on this website. All rights not expressly granted are reserved.

LINKS TO THIS WEBSITE AND USE OF MEDTRONIC MARKS. You are hereby granted a non-exclusive, limited, and revocable license to link to this website. Medtronic Diabetes reserves the right to revoke this license generally, or your right to use specific links, at any time. If Medtronic Diabetes revokes this license, you agree to remove and disable any and all of your links to this website immediately.

You agree not to present the link to this website in such a way that it is associated with advertising or appears to be an endorsement of any organization, product, or service, or in any other manner prohibited by or inconsistent with applicable laws. You agree that the link will not appear on a website that a reasonable person may consider obscene, defamatory, harassing, grossly offensive, or malicious. Under no circumstances may you "frame" this website or any of its content or copy portions of this website to a server. You agree not to display or use any Medtronic Diabetes logos or trademarks in any manner without our prior written permission.

LINKS TO OTHER WEBSITES. This website may contain links to websites not operated by Medtronic Diabetes or its affiliates. We provide these links for your convenience, but we do not review, control, or monitor the materials on any other websites. These websites may contain information about uses of Medtronic Diabetes' and/or any of its affiliates' products or therapies that are not currently approved in the United States. We do not control or endorse this type of information, and inclusion of a link that may contain such information does not constitute an endorsement or recommendation of any product, or its use for any indication, that is not currently authorized in the United States. We are not responsible for the performance of those websites or for your business dealings with them. Your use of other websites is subject to the terms of use of those websites, including the privacy policies of those websites.

NO ENDORSEMENTS. Medtronic Diabetes does not recommend or endorse any opinions, specific tests, products, or procedures that may be mentioned on this site. Medtronic Diabetes assumes no liability or responsibility for damage or injury to persons or property arising from any use of any product, information, idea, or instruction contained in the materials provided to you. Medtronic Diabetes does not assume any liability for the contents of any materials provided on this website. Reliance on any information provided on this website is solely at your own risk.

This website may from time to time provide sponsorships, links or references to other sites, but Medtronic Diabetes is not endorsing these sites, products, services or their respective owners or their opinions. Medtronic Diabetes has no responsibility for such other sites and shall not be liable for any damages or injury arising from that contact. Any links to other sites are provided merely as a convenience to the users of this website.

YOUR FEEDBACK, COMMENTS AND IDEAS. We are pleased to receive feedback, comments and ideas from visitors to this website, but we want you to understand that any information that you submit through this website will be considered non-personal, non-confidential, and non-proprietary (unless it is personal information or personal medical/health data, as explained in our Privacy Statements. If you transmit any ideas, information, concepts, know-how or techniques or materials to us through this website, you thereby consent to the collection, processing or use of any personal information included therein and grant Medtronic Diabetes an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit, and distribute them in any medium, and agree that Medtronic Diabetes is free to use them for any purpose.

NO WARRANTIES. THIS SITE, ITS LINKS AND CONTENT ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. MEDTRONIC DIABETES HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO THE EXTENT ALLOWED BY LAWS APPLICABLE IN YOUR JURISDICTION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MEDTRONIC DIABETES MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THIS WEBSITE. MEDTRONIC DIABETES MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THIS WEBSITE IS FREE OF VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE COMPUTER CODE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY THE LAWS APPLICABLE IN YOUR JURISDICTION, YOU AGREE THAT NEITHER MEDTRONIC DIABETES NOR ANY PERSON OR COMPANY AFFILIATED WITH MEDTRONIC DIABETES SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS WEBSITE OR THE MATERIALS ON THIS WEBSITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS MEDTRONIC DIABETES, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT ENTITIES, AND SUPPLIERS MENTIONED ON THIS WEBSITE. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, TO THE EXTENT ALLOWED BY THE LAWS APPLICABLE IN YOUR JURISDICTION.

MEDTRONIC DIABETES ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, PERFORMANCE, NONPERFORMANCE, INTERRUPTION, INFECTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THIS SITE. BY USING THIS WEBSITE, YOU ACKNOWLEDGE THAT INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG-DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF MEDTRONIC DIABETES AND ITS AFFILIATES OR SUPPLIERS.

IF, NOTWITHSTANDING THE FOREGOING, MEDTRONIC DIABETES, ANY OF ITS AFFILIATES, OR ANY THIRD-PARTY PROVIDER OR DISTRIBUTOR SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY OF THE ABOVE DESCRIBED FUNCTIONS OR USES OF THIS WEBSITE OR ITS CONTENT, THE TOTAL LIABILITY OF MEDTRONIC DIABETES, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS,



PARENT, SUPPLIERS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S.\$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME JURISDICTIONS OR COUNTRIES. IN NO EVENT SHALL MEDTRONIC DIABETES, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT, OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF THE WEBSITE OR MATERIALS ARE EXCLUDED EVEN IF MEDTRONIC DIABETES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION. By your use of this website you agree to defend, indemnify and hold Medtronic Diabetes, its affiliates, and their respective officers, directors, employees, agents, parent, and partners, harmless from and against any claims, actions or demands, liabilities, and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of this website, including all content and services in a manner than violates or is alleged to violate these Terms of Use. Medtronic Diabetes shall provide notice to you promptly of any such claim, suit, or proceeding and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit or proceeding.

RELATIONSHIP. The relationship between Medtronic Diabetes and you will be that of independent contractors, and neither of us nor any of our respective officers, agents, parents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

OTHER RULES ABOUT THIS WEBSITE. In addition to the rules in these Terms of Use and the Privacy Statements, you may be subject to additional terms that may apply when you access particular services or materials on certain areas in this website, or when you follow a link from this website.

Your obligations under these Terms of Use will survive termination of these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

If you violate these Terms of Use or the Privacy Statements in a way that causes harm to others, you agree to hold Medtronic Diabetes and its affiliates harmless against any liability for that harm. By using this website, you agree that the only proper jurisdiction and venue for any dispute with Medtronic Diabetes or its affiliates, parent entities, employees, officers, directors, agents, and partners, or in any way relating to your use of this website, is in the state and federal courts in the State of Minnesota, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving Medtronic Diabetes or its affiliates, employees, officers, directors, agents, parent, or suppliers. These Terms of Use are governed by the internal substantive laws of the State of Minnesota, without respect to its conflict of laws principles, and the federal laws of the United States.

You may not assign, convey, subcontract or delegate your rights, duties, or obligations hereunder.

SEVERABILITY. The unenforceability or invalidity of any clause in these Terms of Use shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from these Terms of Use to the extent of its unenforceability and invalidity. Therefore, these Terms of Use shall be interpreted and enforced as if they did not contain the said clause to the extent of its unenforceability and invalidity.

QUESTIONS, COMMENTS, AND NOTICES. Medtronic Diabetes may deliver notice to you by electronic mail, a general notice on this website, or by written communication delivered by First Class U.S. Mail to your address on record with Medtronic Diabetes. If you have questions or comments, you may email us at rs.diabeteslegalprivacy@medtronic.com or deliver notice to Medtronic Diabetes at:

Medtronic MiniMed™, Inc.
18000 Devonshire Street
Northridge, CA 91325-1219 USA
ATTN: Privacy / Legal

SECTION 2 – SPECIFIC PRODUCT INFORMATION

CareLink™ Personal Therapy Management Software for Diabetes is a Web-based tool designed for patients to upload, collect, process or use information from compatible devices, e.g., insulin pump(s), continuous glucose monitor(s), and blood glucose meter(s). The information is processed and stored in the United States. The information is organized into easy-to-read charts, graphs and tables that can be used by the patient or shared with others, including healthcare providers, at the patient’s discretion. This information can help patients and their healthcare provider discover trends and other information to assist with diabetes therapy management.

SECTION 3-CARELINK™ UPLOADER OPEN SOURCE SOFTWARE DISCLOSURE AND REQUIREMENTS

This Section identifies the Open Source Software components that may be separately called, executed, linked, affiliated, or otherwise utilized by the CareLink™ Uploader Software and are incorporated into these Terms of Use by reference and supersede any conflicting terms herein. Such Open Source Software is licensed to users subject to the terms and conditions of the separate software license agreements for such Open Source Software that are linked below. Use of the Open Source Software (as incorporated into the CareLink™ Uploader Software) by you shall be governed entirely by the terms and conditions of such licenses.

COMPONENT	SOURCE
Apache Commons Configuration	http://commons.apache.org/proper/commons-configuration/
commons-codec	https://commons.apache.org/proper/commons-codec/
commons-io	https://commons.apache.org/proper/commons-io/
commons-lang3	https://commons.apache.org/proper/commons-lang/changes-report.html
commons-logging	https://commons.apache.org/proper/commons-logging/
Font Awesome	https://fontawesome.com/changelog/latest
hid4java	https://github.com/gary-rowe/hid4java/releases
httpClient	https://hc.apache.org/httpcomponents-client-5.0.x/download.html
httpcore	https://hc.apache.org/downloads.cgi
jackson-core	https://mvnrepository.com/artifact/com.fasterxml.jackson.core/jackson-core
jackson-databind	https://mvnrepository.com/artifact/com.fasterxml.jackson.core/jackson-databind
JNA (Java Native Access)	https://github.com/java-native-access/jna
SLF4J API Module	https://mvnrepository.com/artifact/org.slf4j/slf4j-api
Usb4java	http://usb4java.org/index.html
ca.weblite:java-objc-bridge	https://mvnrepository.com/artifact/ca.weblite/java-objc-bridge
de.codecentric.centerdevice:centerdevice-nsmenufx	https://mvnrepository.com/artifact/de.codecentric.centerdevice:centerdevice-nsmenufx
org.json:json	https://mvnrepository.com/artifact/org.json/json/20210307
org.apache.httpcomponents:httpclient-win	https://mvnrepository.com/artifact/org.apache.httpcomponents/httpclient-win
commons-text	https://commons.apache.org/proper/commons-text/
Jackson-annotations	https://github.com/FasterXML/jackson-annotations
Azul Zulu Java Runtime Environment	https://docs.azul.com/core/tpls/october-2021/zulu8_tpl.html
JavaFX	https://github.com/openjdk/jfx
orange-extensions	https://github.com/yomasory/OrangeExtensions