

General terms and conditions of use

ARTICLE 1 PURPOSE

The purpose of these general terms and conditions ("**General T&C**") is to define the terms under which Diabeloop allows the Users to use YourLoops.

Users must read these General T&Cs carefully. If Users have concerns about any of the General T&Cs, they should not use YourLoops and may contact us to discuss them.

ARTICLE 2 DEFINITIONS

Authorized Third Party: designates Caregivers and Healthcare Professionals.

Caregiver: individuals such as family members, friends or relations of a Patient who, although they are not healthcare professionals, are given access to YourLoops by the Patient in order to visualize their data.

Care Team: team of medical and paramedical professionals who participate directly to the Patient's care through acts of diagnosis or therapy, working within the same healthcare structure (*i.e.* hospitals or private clinics) and who need to access the Patient's health data in order to provide medical care.

Diabeloop: a French *société anonyme*, which registered office is located at 155-157 cours Berriat - 38028 Grenoble Cedex 1, France, registered with the France's trade and companies registry under RCS n° 810 416 438 Grenoble.

DBL: the controlling device hosting the algorithm developed by Diabeloop and used as a user interface with the CGM and the insulin pump. It hosts a SIM card that allows the data to be sent to YourLoops.

DBL System: a system aimed at controlling type 1 diabetes composed of three medical devices: a real-time glucose sensor (« **CGM** »), an insulin pump and the **DBL**.

Healthcare Professional: medical professionals who were given access to YourLoops by the Patient or other Healthcare Professionals who assist in the medical care of the Patient.

Intellectual Property Rights: all rights related to the following elements duly established: trade secrets, patents, copyrights (including on software), trademarks, design, know-how, topography rights on semi-conductors, and all other similar rights of all kinds under applicable laws, or international treaties, including, without limitation, all filings and registrations related to information on the above.

Patient: individual using a DBL for the treatment of their diabetes.

Personal Data: any information relating to an identified or identifiable User.

User: a Patient, a Healthcare Professional or a Caregiver.

YourLoops: the visualization web platform developed by Diabeloop that allows Users to access data collected by the DBL.

ARTICLE 3 CONDITIONS OF USE OF YOURLOOPS

- 3.1. When initializing the DBL, the Patient is asked for a login and a password. The login shall be in the format of an email address. The login and the password are to be used for subsequent login on YourLoops. Following the process of initialization and creation of the account, the Patient's Personal Data will be automatically transferred to YourLoops' servers.
- 3.2. The Patient will receive on the email address they provided as their login an acknowledgement of receipt of the creation of their account and information as to how to visualize their data on YourLoops. Through YourLoops, the Patient and any Caregiver and Health Professional granted access rights will be able to visualize data in the form of graphs and statistics as well as a history of the events (meals, physical activities) logged in the DBL.
- 3.3. The Patient is able to invite Authorized Third Parties to visualize their data on YourLoops, through an invitation sent to the Authorized Third Party email address. These Authorized Third Parties will be asked to create their logins and passwords upon their first connection. In case of login or password loss, the Authorized Third Parties will be able to perform a reset on YourLoops.
- 3.4. Healthcare Professionals in some specific countries may also invite Healthcare Professionals who are part of the same Care Team to access their Patient's data on YourLoops. It is the responsibility of the Healthcare Professional who issues an invitation to another Healthcare Professional to ensure that such Healthcare Professional actually needs to access the Patient's data, is part of the Patient's Care Team and has the legal right to access to the Patient's data under applicable laws. Healthcare Professionals, if they are no longer part of the Patient's Care Team, undertake to cancel their access to the Patient's data within one (1) month at the latest from the date of actual removal of the Patient's Care Team.
- 3.5. The Patient can withdraw at any time access to their personal data granted to Authorized Third Parties by removing them from the list of connected accounts on their YourLoops profile. The Patient can request the deletion of their YourLoops account at any time, which shall become effective only after the Patient receives proper advice as to the potential consequences of this decision and acknowledges receipt of such advice.
- 3.6. Each User must use a personal, valid, and active email address. Each User password is strictly personal and confidential. It is forbidden to communicate it to anyone. The

robustness of the password is guaranteed by a compulsory minimum length of 10 characters, with a maximum of 70 characters.

- 3.7. When the Patient activates the confidential mode on their DBL, which they can do at any time, data transfer to YourLoops server is fully interrupted.

If the Patient is outside the geographic zones covered by the SIM card inserted in the DBL, the Personal Data will not be visible on YourLoops until the first day of the month following the Patient's return to the covered zones. As a reminder, the zones covered by the SIM card inserted in the DBL, are, as of today: Germany, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Gibraltar, Greece, Guadeloupe, French Guyana, Hungary, Guernsey, Jersey, Reunion Island, Mayotte, Isle of Man, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Monaco, Norway, the Netherlands, Poland, Portugal, Czech Republic, United Kingdom, Saint Martin, Saint Pierre and Miquelon, Slovakia, Slovenia, Sweden, Switzerland.

- 3.8. Diabeloop is not responsible for access and/or unauthorized use of YourLoops by third parties, who independently access an instance of a User on YourLoops and/or to related information, provided that this access has not been caused or facilitated by Diabeloop. The User must inform Diabeloop without delay of any unauthorized use of their account and/or of any security breach arising from the User's activities so that Diabeloop may take or recommend applying the appropriate corrective measures. Diabeloop will not assume any liability for any loss or damage arising from the User's failures to comply with these provisions.
- 3.9. The User undertakes to take all reasonable security measures to ensure the safety of the equipment from which they access YourLoops, and especially:
- to protect access to their computer terminal, smartphone and/or tablet computer;
 - to use regularly updated anti-virus software, as well an anti-spyware software and a firewall;
 - to maintain up-to-date anti-virus software and operating system, especially when security holes are identified and published;
 - to remove all data on their computer terminal before its reassignment to another person, its scraping, or for shared terminals.
- 3.10. The use and the access to YourLoops are subject to the following cumulative conditions, which are entirely the responsibility of the User:
- internet connection with a sufficient internet speed;
 - technical compatibility of the User's internet browser.

In addition to the respect of the terms of use included in this document, the User acknowledges the risks caused by the use of YourLoops through a non-secure telecommunication network. This includes in particular any connection to YourLoops through publicly available terminals, « cyber » spaces, temporary or permanent demonstration fair and other WIFI public networks.

- 3.11. YourLoops is reserved for adults. Minors younger than 18 are forbidden from creating a YourLoops account or to use third-party access in accordance with the provisions of paragraph 3.4 above.
- 3.12. Diabeloop reserves the right to modify YourLoops:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect the use by Users of the product; and
 - (c) for other purposes which may be notified to Users from time to time.
- 3.13. Diabeloop reserves the right to terminate Users' access to YourLoops at any time if Users do not comply with these General T&Cs.

ARTICLE 4 DURATION OF ACCESS TO THE DATA THROUGH YOURLOOPS

The rights of access to the Patient's Personal Data through YourLoops is granted for the duration of use of the DBL by the Patient and will be maintained for a five (5) years duration after the term of the use of the DBL by the Patient, without prejudice to Users' general right of access, as explained in our Privacy notice.

ARTICLE 5 LICENSE OF INTELLECTUAL PROPERTY

- 5.1. Diabeloop grants the User a limited, non-exclusive, non-transferable license, without a right to sub-license, to use YourLoops according to the terms of these General T&Cs, and solely for the purpose of visualizing the data transmitted by the DBL.
- 5.2. The User undertakes not to: (i) use all or any part of YourLoops in order to provide facility management services, offices services or any other service to a third party, or allow third parties (other than the Authorized Third Parties) to remotely access YourLoops and to use it or the DBL System; (ii) publish or share with third parties the operating performances of the DBL System; (iii) use YourLoops in any other manner than in accordance with these General T&Cs; or (iv) alter, distort or remove any confidential information notice, property right, copyright, registered trademark, commercial secret, or patent present on YourLoops.
- 5.3. Unauthorized actions. In addition, the User undertakes not to use YourLoops for the purposes of : (i) violating any applicable law or regulations or acting in a defamatory manner, in an improper manner, in an obscene or pornographic manner ; (ii) violating rules of protection of copyright, trademarks, designs, commercial secret or any other third party's property right ; (iii) removing or modifying identification elements of the network header in order to deceive others ; (iv) using YourLoops to access, or to attempt to access third parties accounts; or to enter or to attempt to enter security systems set up by Diabeloop and the software or the hardware of a third party, its

electronic communication system or its telecommunication system, whether or not this intrusion allows to access, to corrupt or to remove data ; (v) using YourLoops in order to collect or to attempt to collect personal data relating to these parties without their prior consent.

- 5.4. Files withdrawal. Diabeloop reserves the right to exclude from its servers all files likely to cause damage to YourLoops or all files in breach of article 5.3 above.
- 5.5. Intellectual property rights. Diabeloop and its third-party suppliers retain ownership of all intellectual property rights related to YourLoops. The User does not acquire any rights related to YourLoops except the rights granted pursuant to these General T&Cs. The User acknowledges and agrees that Diabeloop may use, without restriction, any suggestions, improvements and ideas related to YourLoops or the software or intellectual property rights potentially communicated to Diabeloop by the User.
- 5.6. Reserved Rights. All titles, property rights, and intellectual property rights related to YourLoops will remain the exclusive property of Diabeloop or its suppliers. Unless specifically provided in these General T&Cs, no right or implicit license or right of any kind is granted to the User with regard to YourLoops. These General T&Cs include no provision which could give the User any right to use the trade names and trademarks of Diabeloop.

ARTICLE 6 FINANCIAL CONDITIONS

This license to use YourLoops is granted for free by Diabeloop to the User, for the purpose of the use by the Patient of the DBL commercialized by Diabeloop and the provision of care to the Patient by their Caregivers and Healthcare Professionals.

ARTICLE 7 DATA PROTECTION

- 7.1. For the purpose of the performance of its obligations under these General T&Cs, Diabeloop processes as controller Personal Data of the Users in order to allow the Users to access the Patient's Personal Data through YourLoops. Such processing of Personal Data is necessary for the fulfilment by Diabeloop of its contractual obligations under these General T&Cs.
- 7.2. The Data Protection Officer of Diabeloop can be reached at the following address: dpo@diabeloop.fr.
- 7.3. Personal Data are generally kept pseudonymised by Diabeloop for the duration of these General T&Cs, and then for a period of five (5) years. Following this period, Diabeloop reserves the right to anonymize all Personal Data in order to continue to use them in the framework of its activities of research and development.

- 7.4. It is reminded to the Users that they are entitled to access and rectify their Personal Data, to request, for legitimate reasons, their removal or the limitation of their processing and to object to the processing.

For further information concerning the processing of their Personal Data, Users can consult the Privacy Policy of Diabeloop.

ARTICLE 8 DIABELOOP LIABILITY

- 8.1. YourLoops is used for data visualization only and does not provide medical advice. Patients must always consult their doctor or a qualified Healthcare Professional in the event of any question related to a medical issue.
- 8.2. Diabeloop is not responsible for the medical care provided to the Patient by Healthcare Professionals or others. Diabeloop does not select, nor supervise or control medical care provided to the Patient.
- 8.3. YourLoops is a visualization application of Personal Data found in the DBL in the context of the use of the DBL System. Diabeloop works to operate YourLoops so that the information to which the Patient and the Authorized Third Parties have access is accurate, current and complete. However, Diabeloop cannot ensure that all the applications and services on YourLoops do not contain errors or glitches or that information on YourLoops will be accurate and reliable at all times. YourLoops cannot in any case replace professional and personal evaluation before making decisions regarding medical care and treatment. Healthcare Professionals are invited to use their professional judgement and may not rely on the data provided by YourLoops for any medical decisions affecting Patients' care.
- 8.4. It is reminded to the User that any decision regarding their care must only be taken after consultation of Healthcare Professionals.
- 8.5. The User acknowledges that the access to YourLoops depends on third parties such as internet service providers. Therefore, Diabeloop will not be held liable by the User for any damage suffered by the User resulting directly or indirectly from (i) non-performance of an Internet service provider of the Patient or of Authorized Third Parties, or (ii) defect of equipment or software of the Patient or Authorized Third Parties or (iii) reasons related to the supply by Diabeloop of updates or of maintenance of YourLoops; or (iv) any breach of security system unless it is established that such breach results from the negligence of Diabeloop; or (v) the impossibility to access YourLoops as a result of software or equipment of Diabeloop for any period that does not exceed (a) forty-eight (48) consecutive hours or (b) an aggregated duration of seventy-two (72) hours during any calendar month.

In accordance with local regulations, the following are added to these General terms and conditions of use for the following countries:

Spain

ARTICLE 3 CONDITIONS OF USE OF YOURLOOPS

- 3.1. In order to register as a User through these conditions of use, the Patient must be over 18 years old and provide all the required data.
- 3.3. Authorized Third Parties shall be required to comply with the conditions set out in paragraph 3.1 and 3.2.

ARTICLE 8 DIABELOOP LIABILITY

- 8.1. Any information that may be provided in an informative manner will not at any time imply information on diagnosis, treatment or recommendation about your health.

The Netherlands

ARTICLE 3 CONDITIONS OF USE OF YOURLOOPS

- 3.4. The Patient, **at their discretion and with their consent**, will be able to invite Authorized Third Parties to access their data stored in YourLoops, through an invitation sent to their email address.

Germany

ARTICLE 5 LICENSE OF INTELLECTUAL PROPERTY

- 5.2. The mandatory provisions of Sections 69 a ff. German Copyright Act (UrhG) remain unaffected hereby.

ARTICLE 8 DIABELOOP LIABILITY

- 8.6. Apart from Article 8.5., Diabeloop is fully liable to User for intentional wrongdoing and severe negligence. In case of minor negligence, Diabeloop is only liable to the User in case Diabeloop violates a material contractual obligation, that is to say an obligation that must be fulfilled for due contractual performance which the User may rely on. In

this case, Diabeloop liability is limited to direct and foreseeable damages. In all other cases of minor negligence, any liability of Diabeloop is fully excluded.

- 8.7. The limitations of liability as set out in Article 8.6. do not apply in case of mandatory liability that applies irrespective of default as well as in case of a violation of the health, body or life of the User or in case Diabeloop has assumed a guarantee towards the User.

ARTICLE 9 MISCELLANEOUS

These General T&Cs are subject to the laws of Germany.

United Kingdom

ARTICLE 8 DIABELOOP LIABILITY

- 8.6. Diabeloop is responsible to Users for foreseeable loss and damage caused by Diabeloop. If Diabeloop fails to comply with these General T&Cs, Diabeloop is responsible for loss or damage suffered by Users that is a foreseeable result of Diabeloop breaking the General T&Cs or failing to use reasonable care and skill but is not responsible for any loss or damage that is not foreseeable.
- 8.7. Diabeloop does not exclude or limit in any way its liability to Users where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of Patient's legal rights in relation to the DBL Handset.

Belgium

ARTICLE 3 CONDITIONS OF USE OF YOURLOOPS

- 3.12. Diabeloop reserves the right to modify YourLoops:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect the use by Users of the product;
 - (c) to improve the functionalities of YourLoops; and
 - (d) for other purposes where Users have given their consent.

ARTICLE 5 LICENCE OF INTELLECTUAL PROPERTY RIGHTS

- 5.5. Intellectual property rights. Diabeloop and its third-party suppliers retain ownership of all intellectual property rights related to YourLoops. The User does not acquire any rights related to YourLoops except the rights granted pursuant to these General T&Cs. The User acknowledges and agrees that Diabeloop may use, without restriction, any suggestions, improvements and ideas related to YourLoops or the software or intellectual property rights potentially communicated to Diabeloop by the User to improve YourLoops and develop new products or services.

ARTICLE 8 DIABELOOP LIABILITY

- 8.6. Apart from Article 8.5., Diabeloop is fully liable to User for intentional wrongdoing and severe negligence. In case of minor negligence, Diabeloop is only liable to the User in case Diabeloop violates a material contractual obligation.
- 8.7. The limitations of liability as set out in Article 8.6. do not apply in case of mandatory liability which applies independently of a failure of Diabeloop as well as in case of a violation of the health, body or life of the User or in case the User is granted a guarantee by law.

Austria

ARTICLE 5 LICENSE OF INTELLECTUAL PROPERTY

- 5.2. The mandatory provisions regarding the catalog of limitations to copyright of the Austrian Copyright Act (UrhG), especially Section 40d and 40e UrhG, remain unaffected hereby.

ARTICLE 8 DIABELOOP LIABILITY

- 8.6. Apart from Article 8.5., Diabeloop is fully liable to User for intentional wrongdoing and severe negligence. Otherwise, in case of minor negligence, Diabeloop is only liable to the User in case Diabeloop violates a material contractual obligation, that is to say an obligation that must be fulfilled for due contractual performance which the User may rely on. In this case, Diabeloop liability is limited to direct and foreseeable damages. In all other cases of minor negligence, any liability of Diabeloop is fully excluded.
- 8.7. The limitations of liability as set out in Article 8.6. do not apply in case of mandatory liability under mandatory liability provisions (eg Austrian Product Liability Act) as well as in case of a violation of the health, body or life of the User or in case Diabeloop has assumed a guarantee towards the User.

ARTICLE 9 MISCELLANEOUS

For Consumers in Austria: These General Terms of User are subject to the laws of Austria.

