

We've acquired Monarch Medical Technologies, creator of the EndoTool Glucose Management System

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Terms of Use

Languages

Arabic Čeština Dansk Deutsch Elliniká Español
Français Français (Canada) Italiano Nederlands Norsk
Polska Português Slovaki Suomi Svenska

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The Services are designed to assist You (“**You**,” the “**User**”) in managing Your diabetes. The Services are available only to individuals who are adults, or children whose use is supervised by a parent and/or legal guardian. The Services (including without limitation, any content) is provided to You for Your personal, non-commercial use. You will not use the Services in a manner inconsistent with (i) these Terms of Use, or (ii) any and all applicable laws and regulations.

Not Medical Advice or Healthcare Services

The Services are not intended to provide treatment decisions or to be used as a substitute for professional healthcare advice. Glooko and the Services do not offer or provide any medical advice and the Services and content provided or accessed through the Services are for informational purposes only. You understand that Glooko is not a

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You are solely responsible for any decisions or actions You take based on the information and materials available through the Services. Reliance on any information provided by Glooko or in connection with the Services is solely at Your own risk.

Please consult Your doctor or other qualified health care provider if You have any questions about a medical condition, or before taking any drug, changing Your diet or commencing or discontinuing any course of treatment.

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If You think You may have a medical emergency, call Your doctor or the emergency number used in your current location immediately (for example, 911 in the United States and 112 in the European Union).

Account Registration

As part of the registration process You will need to create an account with a username and password. It is Your responsibility to ensure that the information You provide is true, accurate, not misleading and secure. You cannot create an account or username and password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. Glooko reserve the right with or without notice to suspend or terminate any account in breach.

Any information You provide Glooko shall be accurate, complete and updated. You are solely responsible for the activity that occurs on Your account, for maintaining the confidentiality of and for any information You input to the Services. You shall not use or access another user's account without such other user's express permission. You will immediately notify Glooko in writing of any unauthorized use of Your account, or any account-related security breach of which You are aware.

If You have forgotten Your username or password, Glooko will use an email address provided by You to send Your username or temporary password. If for any reason You suspect that Your username and password has been disclosed to or obtained by another party You should contact us immediately. Please note that Glooko never contact users requesting them to confirm their username and password or other details.

If You use mobile services to enter and maintain Your personal information, You understand that You are responsible for safeguarding and securing Your mobile device and the associated credentials (such as user identifiers and passwords). If You leave Your mobile device unattended, or if it is lost or stolen, You understand that Your personal information may be accessible to others.

Computer Equipment; Browser Access and Internet Services

With the exception of the Services, You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, “**Systems**”) necessary for You to access and use the Services. This responsibility includes, without limitation, You utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining internet services via the internet services provider of Your choice, for any and all fees imposed by such internet services provider and any associated communications Services provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet, and You hereby expressly assume such risks. You acknowledge that You are responsible for the data security of the Systems used to access the Services, and for the transmission and receipt of information using such Systems. You acknowledge that You have requested access to the specific Services for Your convenience, have made Your own independent assessment of the adequacy of the Internet and Systems, and that You are satisfied with that assessment. Glooko are not responsible for any errors or problems that arise from the malfunction or failure of the internet or Your Systems.

Acceptable Use

As a condition of use, You promise not to use the Services for any purpose that is prohibited by the Terms of Use or other rules or policies implemented by Glooko from time to time. The Services (including, without limitation, any Content) is provided only for Your own personal, non-commercial use.

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Support

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You may choose to use the Services in connection with any of the Glooko approved third party health care management hardware and software appearing here: <https://glooko.com/device-compatibility/>, as updated by Glooko in its sole discretion from time to time. All hardware and software provided by third parties is subject to the terms of use, licensing provisions, and warranties issued by such third parties for such hardware and/or software. Whether You purchase the hardware or software from Glooko or receive it from a third-party, such as a manufacturer, health-care provider, employer or an insurance company, these Terms of Use shall apply to Your use of the Services.

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The Services may be subject to United States export control laws. As a result, You represent, warrant and covenant that You are not (a) located in, or a resident or a national of, any country subject to a United States government embargo or other

restriction or any country that has been designated by the United States government as a “terrorist supporting” country ([click here](#) for more information); and (b) on any of the United States government lists of restricted end users (for example, including the “Specially Designated Nationals” list available [here](#)).

Modification

Glooko reserves the right, in its sole discretion, to modify or replace all or any part of the Terms of Use (including, without limitation, pricing and payment terms), or change, suspend, or discontinue all or any part of the Services at any time by posting a notice on the Services or by sending You an email. It is Your responsibility to check the Terms of Use periodically for changes. Your continued use of the Services following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Glooko may modify these Terms of Use from time to time. Any and all changes to these Terms of Use will be posted on Glooko’s website(s), as updated from time to time, and/or e-mailed to You. In addition, these Terms of Use will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to these Terms of Use when You use the Services after those changes are posted.

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You may choose to participate in academic, clinical, commercial, or other research studies (each a “**Study**”). Upon Your enrollment in any Study in which You are participating, You may sign or may have already signed an informed consent and/or HIPAA authorization form with the party/sponsor conducting such Study (the “**Study Forms**”). In the event of any conflict between these Terms of Use and the Study Forms or applicable regulations regarding Study administration, the Study Forms and such applicable regulations will govern. If You have any questions or need additional information regarding the Study Forms, please contact the party/sponsor conducting Your Study using the information previously provided to You.

Contact

If You have any questions regarding the Services, please contact Glooko <https://support.glooko.com/>.

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You can also reach Glooko's DMCA agent at the following phone number: 1 (888) 738-3646.

Glooko suggest that You consult Your legal advisor before filing a DMCA notice or counter-notice. You may have equivalent rights under other applicable laws.

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Table		
Your Location	Company	Governing law
United States and Canada	Glooko, Inc., a Delaware corporation, located at 411 High Street, Palo Alto, CA, 94301	California
European Union	Glooko AB, a company registered in Sweden under company registration number 556668-4675, located at Nellickevägen 20, 412 63 Gothenburg, Sweden	Where You reside
Anywhere besides the United States, Canada or the European Union	Glooko AB, a company registered in Sweden under company registration number 556668-4675, located at Nellickevägen 20, 412 63 Gothenburg, Sweden	Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

Glooko, Inc., specific terms

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in any judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business

documents and records originally generated and maintained in printed form. You and Glooko agree that any cause of action arising out of or related to the Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules. Any dispute arising from or relating to the subject matter of these Terms of Use shall be finally settled by arbitration in Santa Clara County, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”) then in effect, by one commercial arbitrator with substantial experience in resolving commercial contract disputes. The prevailing party in the arbitration (or permissible court action described below) shall be entitled to receive reimbursement of its reasonable expenses incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of these Terms of Use, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in the Northern District of California.

You also acknowledge and understand that, with respect to any dispute with Glooko, its officers, directors, employees, agents or affiliates, arising out of or relating to Your use of the Services or these Terms of Use:

-YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND
-YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

Glooko AB specific terms

Any dispute, controversy or claim arising out of, or in connection with, these Terms of Use, or the breach, termination or invalidity thereof, shall be exclusively settled by the courts of Sweden with the District Court of city Gothenburg as the court of the first instance.

These Terms of Use shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

Notwithstanding the above, if You are a consumer based in the European Union, Switzerland, Norway or Iceland, the governing law and forum for disputes shall be the law and courts of the country where You reside.

Language(s) of these Terms of Use

These Terms of Use are originally written in English. In case of any discrepancy or dispute between the English version and another language, the English version governs and takes precedence, unless prohibited by law applicable to You.

Effective December 31, 2020



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