

## Terms and Conditions and Privacy Policy

You have been invited to participate in an online market research community (the "Community") owned by Ascensia Diabetes Care Holdings AG Inc. ("Ascensia") and operated by Maru|Matchbox (US) Inc. ("Maru") on behalf of Ascensia on this website (the "Community"). References to "we", "us", "our" herein collectively refer to MARU and ASCENSIA. For more information about MARU, see its website at: <[www.https://marumatchbox.com/](http://www.https://marumatchbox.com/)>. For more information about ASCENSIA, please refer to your community.

By participating in the Community, you agree that you have read and understood the following Terms and Conditions and Privacy Policy (the "Terms") and agree to be bound by them. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE EXIT THIS PAGE AND REFRAIN FROM ANY FURTHER USE OF OR ACCESS TO THE COMMUNITY. When using or accessing the Community, you agree that you must comply with any guidelines, rules, terms and conditions applicable to such use or access that are posted by us, which are hereby incorporated by reference into these Terms, and with any applicable third-party terms of agreement.

We may modify these Terms at any time by posting the revised Terms on the Community Site. You can determine when the Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Any modifications will be effective immediately upon such posting. Your use of or access to the Applications after such modifications are posted will signify your acceptance of the modifications and your agreement to be bound by them. Notwithstanding the foregoing, any modifications to these Terms shall not apply to any dispute between us arising prior to the date on which we post the revised Terms that contain such modifications.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify, suspend or discontinue the Community Site; and/or offer opportunities to some or all users of the Community Site. You agree that neither we nor any of our affiliates shall be liable to you or to any third party for any modification, suspension or discontinuance of the Community Site, in whole or in part, or of any service, content, feature or product offered through the Applications.

### Your Community Account

You may not share your Community login credentials with anyone. You received your invitation to participate in the Community based on specific criteria and the invitation was meant for you only. Your inclusion in the Community was based on information you have provided that meets Community selection criteria. MARU or ASCENSIA may terminate your access to the Community or to your account without notice to you in our discretion, including if you share your Community access information with anyone, if you misrepresent information relevant to the Community selection criteria, if you violate the Community Code of Conduct, if the market research goals of ASCENSIA change, if you fail to actively participate in Community activities, or if you fail to comply with any of the Terms.

## Community Code of Conduct

The Community Code of Conduct governs your participation in, and use of, the Community. The Code of Conduct is designed to ensure the Community is a safe and comfortable environment for all members. If you violate the Code of Conduct, your Community account may be suspended or terminated.

- While participating in the Community, you will respect the rights of the other members to use the Community as it was intended.
- Only those who are members of the Community may access it. You may not share your Community login credentials with anyone or share Community information, including but not limited to, membership, posts, content, images, with anyone outside of the Community.
- You or anyone in your household or immediate family cannot work for a market research company. There may also be other employment exclusions represented in the recruitment screener for your Community. These exclusions exist so that ASCENSIA can meet specific research goals and are not included for any discriminatory purpose. You agree to accurately respond to such recruitment questions.
- You will not upload, post, or otherwise distribute any other member's personal information through the Community.
- You will not violate or infringe any rights of third parties (including copyright, trademark, rights of privacy or publicity or any other proprietary right) and you will not violate any applicable laws or regulations.
- You will not post any of the following: material that advocates illegal activity, material that restricts or inhibits any other user from using the site, material that contains a virus or other component, material that is offensive or defamatory, advertising or any form of commercial solicitation, or copyright-protected files.
- You will not copy or download any material from the Community unless instructed to do so by a Community Facilitator.

## Not a Substitute for Professional Health Care or Advice

The health information contained on the Community Site is general in nature and is not intended to be used as medical advice, diagnosis or treatment and should not replace the advice of your Healthcare Provider. If you have specific health care needs, or for complete health information, please see a doctor or other health care provider and do not rely on the information provided in the Community.

## ASCENSIA Materials and Intellectual Property

Content made available by and trademarks and other intellectual property of ASCENSIA are used with permission and may not be modified, reproduced, copied or distributed without permission.

## Privacy

**Please read this Privacy Statement to understand how Ascensia and Maru may process your personal data provided via the Community Website, including any health-related information for which we will ask for your explicit consent before its collection.**

The protection and security of your personal data are important to Ascensia. This Privacy Statement tells you how we collect, use, share, and protect your personal data, and together with the Community Terms and Conditions.

As part of your participation in the Community, you will be asked to answer certain questions and participate in various activities. In some cases, you may be asked to provide personal contact information, such as your name, address, and email address. In addition, we may collect sensitive personal information (e.g. ethnicity, income, education, etc.) for the purposes of creating a balanced Community reflective of the consumer population; this information is not collected for, nor is it used for, any discriminatory purpose.

You may also be asked questions that request your submission of your health information, including in some cases "Protected Health Information." You do not have to answer any question or submit any sensitive information if you are not comfortable. "Protected Health Information" is individually identifiable health information which is created or received by a covered entity (for example, a health care provider or health plan) and which relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. Protected Health Information is further defined by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and is subject to the protections of HIPAA. We and our service providers may collect Protected Health Information in connection with the Community.

Any information you provide may be used in the following ways:

- a) to determine whether you meet the criteria for a Community;
- b) to communicate with you regarding your participation in a Community;
- c) for market research conducted on behalf of ASCENSIA through your Community;
- c) for our business purposes, such as quality assessment, data analysis, audits, developing new products, enhancing the Community, improving our services, identifying usage trends, and determining the effectiveness of our promotional campaigns.
- d) in aggregated, anonymized format to analyze, evaluate and/or improve our services and market research tools.

Additionally, We may use and disclose to third party researchers statistical, aggregated, anonymized or de- identified/pseudonymised information for the purposes of:

- determining and improving the effectiveness of diabetes management techniques, therapies, treatments and costs;
- researching and evaluating how our products and services are provided and used; and
- evaluating the performance, impact and experience of our products and services (including based on user demographics, such as geography).

Ascensia may also share your information with:

- our selected partners where you have chosen to participate in surveys, opinion groups or other marketing-related initiatives relating to your use of our products and services;
- a prospective seller or buyer in the event of a sale or purchase of any Ascensia business or asset so that the buyer can continue to provide you with information and services;
- we may also share your personal data with data processors that we engage to provide services for us. Where we provide your personal data to data processors, they are required to keep your personal data confidential and secure, and must only use your personal data as instructed by us; and
- our distributors, business partners, or service providers, including for marketing purposes or where you have chosen to share your personal data through various features and functionality provided via our Website.

Your information may also be disclosed, as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public or government authorities, including public or government authorities outside your country of residence; (d) to enforce these Terms; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, or that of our affiliates, you or others; (g) at our discretion under emergency circumstances, to notify emergency services or your family members, personal representative or other individuals involved in your care of your location and condition; or (h) to allow us to pursue available remedies or limit the damages that we may sustain.

We will only use your information in accordance with the terms of this Agreement and the Community privacy policy set out herein. ASCENSIA may, access any of the content you submit to the Community, including: quotes; photos; videos; Community activity participation information. In some cases, ASCENSIA may also access your personal contact information and will have direct access to the Community. In these circumstances, your personal information will be handled in accordance with these Terms and will only be used for the purposes as set forth herein. If we would like to use your information or content for any purpose other than those set forth herein, we will ask for your explicit consent before doing so.

**By accepting this Agreement and by submitting your information and participating in any Community, you explicitly consent to use of your personal information consistent with the Terms of the privacy policy terms set out herein.**

If you do not want your personal information collected and/or used in this way, please do not submit it to us. If you have already submitted this information and would like us to correct or remove it from our records, please contact the Community facilitator at [SUPPORT ADDRESS].

## **Children**

We will not collect or use via our Website any personal data of anyone we know to be under 13 years old without the prior affirmative, verifiable consent of his or her parent/guardian. A parent/guardian has the right, upon request, to view the information provided by their child and/or to require that it be deleted. If we discover that a child has provided us with personal data online through our Website, we will take reasonable steps to delete this data. If you are a parent/guardian with any concerns regarding your child's personal data in connection with our Website, please contact Ascensia at [privacy@Ascensia.com](mailto:privacy@Ascensia.com) or by mail to Ascensia Diabetes Care US Inc., 5 Wood Hollow Road, Parsippany, NJ, 07054 United States.

## Use of Cookies

Cookies are small pieces of information that are sent from our website and stored on your computer or mobile device to help us remember information about how you use our website and access the Community. When a website page is accessed, a cookie will send information back to the party who placed the cookie such as the last page you visited. Cookies can store information such as unique identifiers, preferences, time and date information, and can also be used to track the pages you visit. Cookies cannot access, read or modify any other data on a computer or mobile device.

Cookies can be session based, which means that they expire automatically when you close your browser, or they can be persistent. Persistent cookies remain even after you close your browser session, but will include an expiry date, after which they are no longer useable.

Cookies can also be set by more than one party. Cookies that are set and controlled directly by the website you are visiting are called "first party cookies," and these cookies will display the domain of the website that you are visiting. Cookies that are set by third parties are known as "third-party cookies" and are typically not set or controlled by the website you are visiting, even though they are placed on your device during a visit to that website. These third-party cookies will display the domain of the third party's website, and the data they collect is sent back to the third party's servers. The Community Site sets both first and third-party cookies, which can be session based or persistent depending on their use. Most of these cookies are set using MARU's survey and community platform.

The Community Site uses cookies for a number of useful purposes such as facilitating authentication, remembering your preferences, and maintaining sessions. Cookies also enable us and our service providers to analyze website usage such as pages you've visited in order to improve the functionality of the website.

This website uses Google Analytics, a popular website analytics service provided by Google Inc. to measure how you interact with content and to keep track of the pages you have viewed. The cookie set by Google Analytics uses an anonymous identifier to recognize your visit and does not collect any of your personal information.

Every major web browser provides the option to refuse any cookie and you may also delete a cookie manually from your device. To block tracking by the Google Analytics cookie, please visit <https://tools.google.com/dlpage/gaoptout>. Note that refusal or deletion of cookies may cause some Community Site features to not function correctly or at all. More information about your choices regarding cookies can be found at <http://www.allaboutcookies.org>.

If you would like more information about the use of cookies on this website, please contact us using the information provided in the Community privacy policy set out herein.

**By clicking on the "I Agree" button below and by participating in an online Community, you consent to our use of cookies to track your session activity for these purposes.** If you don't consent to our using cookies to track your session activity, you may not be able to access or use the Community and/or the site.

## Confidentiality

As part of your participation in the Community, ASCENSIA may provide access to certain information about the ASCENSIA's properties, trade secrets, intellectual property, products, customers, business, strategies and finances. All such information provided by ASCENSIA, regardless of the manner in which it is provided, together in each case with all notes, memoranda, summaries, analyses, studies, compilations, product or service specifications or strategies, marketing plans, pricing and financial information, business methods, clinical outcome measurements, utilization data and other writings related thereto or based thereon, is referred to herein as "Confidential Information." ASCENSIA will not have any obligation to specifically identify any information to which the protections of these Terms of Use apply.

Except as required by law, unless otherwise agreed to in writing, you will keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any person whatsoever. You will not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information and which are provided through the Community.

## Material That You Share With the Community

By agreeing to these terms, and participating in the Community, you irrevocably assign to ASCENSIA all rights in any ideas or expressions of ideas that you provide during your participation in the Community. All comments, suggestions, graphics, ideas (including product and advertising ideas), and other information or materials you submit, post, upload, or otherwise provide to ASCENSIA through the Community will become and remain the exclusive property of ASCENSIA, including any future rights associated with such submissions, even if these Terms and Conditions are later modified or terminated. This means that you disclaim any proprietary rights in such submissions, and you acknowledge ASCENSIA's unrestricted right to use and/or assign or otherwise transfer them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person.

## **Release and Waiver**

You further agree to release and waive all claims against MARU and ASCENSIA with respect to any intellectual property or other proprietary rights, rights of privacy and publicity, rights of attribution, or any other liability under the applicable laws. You agree to indemnify and hold MARU and ASCENSIA harmless from all claims, actions, damages, costs, judgments, penalties or expenses of any kind whatsoever (including reasonable attorneys' fees except as provided herein), which may be obtained against, suffered by, or imposed upon MARU, ASCENSIA, and/or their officers, directors, agents or affiliates as a result of any claim for its use of any information you provide through the Community that is proprietary, confidential or protected by the laws of any jurisdiction.

## **Third Party Sites and Application**

Your participation in your Community may require use of mobile device services, including data and/or messaging services. Please be aware that your normal carrier's rates and fees, such as text messaging fees or data usage fees, will apply and we are not responsible for any charges that may be incurred by you during participation in any mobile device-based Community.

The Community may include links to third party sites or services, including links added by Community members. The links are contained within the Community for informational purposes only. If you access any of the links to Internet sites, content, or videos accessible through the Community, but maintained by third parties, you do so at your own risk, and we are not responsible for their contents, or how they treat your personal information.

We are not responsible for the use of your information by these third parties and we make no guarantee that such third-party sites or applications are free from computer viruses or malware. MARU and ASCENSIA expressly disclaim all liability for any losses, costs or expenses that you suffer as a result of your use of these third-party sites, services and/or applications.

## **No Duty to Monitor**

MARU and ASCENSIA are not responsible for content provided by others, including Community members, and we do not have any obligation to pre-screen content posted within a Community. MARU and/or ASCENSIA have the right, but not the obligation, to refuse to post, redact or delete any content for any reason. MARU and ASCENSIA are not responsible for any failure or delay in removing material.

## **Member Appreciation**

We value your participation in the Community. In appreciation for sharing your views and perspectives, we may offer certain member appreciation programs to members from time to time. It is your responsibility to determine the amount of and pay any taxes or duties associated with the awards you earn. At any time and for any

reason, we may suspend or cancel the member appreciation program. You can find out more about member appreciation awards by visiting the Member Appreciation Plan posting in the Community.

## **If You Have Questions**

Any questions regarding your participation in the Community should be directed to the Community facilitator at SUPPORT EMAIL.

## **Notification of Changes**

We reserve the right to and may change or revise these Terms at any time. Please visit the Member Agreement area each time you visit the Community to keep up-to-date with the current Terms. Your use of and participation in the Community confirms your continuing agreement to the then-current Terms.

## **Disclaimer, Limitation of Liability and Indemnity**

MARU AND/OR ASCENSIA DO NOT REPRESENT OR ENDORSE THE CORRECTNESS, ACCURACY, RELIABILITY OR ANY OTHER ASPECT OF ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISTRIBUTED THROUGH THE ONLINE COMMUNITY, AND RESERVE THE RIGHT TO REMOVE ANY CONTENT FROM THE COMMUNITY WEBSITE THAT IT DEEMS INAPPROPRIATE.

MARU, ASCENSIA, AND/OR THEIR AGENCIES ENDEAVOR TO MAINTAIN THIS COMMUNITY AND ITS OPERATION, BUT ARE NOT, AND CANNOT BE, RESPONSIBLE FOR THE RESULTS OF ANY DEFECTS THAT MAY EXIST IN THE WEBSITE, CONTENT/INFORMATION MADE AVAILABLE, THE COMMUNITY OR ITS OPERATION. AS TO THE OPERATION OF THE WEBSITE AND/OR THE COMMUNITY, MARU AND ASCENSIA EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MARU AND ASCENSIA MAKE NO WARRANTY THAT (I) THE OPERATION OF THE WEBSITE AND/OR COMMUNITY WILL MEET THE USER'S REQUIREMENTS; (II) ACCESS TO THE WEBSITE AND/OR COMMUNITY WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS, OR FREE OF DEFECTS OR ERRORS; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND/OR COMMUNITY WILL BE ACCURATE OR RELIABLE; OR (IV) DEFECTS WILL BE CORRECTED; OR (V) THAT THE CONTENT/INFORMATION MADE AVAILABLE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. YOU (AND NOT MARU OR ASCENSIA) ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION THAT MAY BE NECESSARY FOR YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, AND SOFTWARE AS A RESULT OF ANY VIRUSES, ERRORS OR ANY OTHER PROBLEMS WHATSOEVER YOU MAY HAVE AS A RESULT OF VISITING THIS WEBSITE AND/OR COMMUNITY. IF ANY APPLICABLE STATUTORY LAW



IMPLIES INTO THIS AGREEMENT ANY WARRANTY WHICH CANNOT BE EXCLUDED, THEN SUCH WARRANTY WILL APPLY BUT ONLY TO THE EXTENT THAT IT CANNOT BE SO EXCLUDED.

UNDER NO CIRCUMSTANCES SHALL MARU, ASCENSIA AND/OR THEIR AGENCIES BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE AND/OR COMMUNITY OR ANY MATERIALS IN THIS COMMUNITY, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE AND/OR COMMUNITY OR INFORMATION AVAILABLE IN THE WEBSITE AND/OR COMMUNITY. MARU AND ASCENSIA SHALL NOT BE LIABLE EVEN IF MARU, ASCENSIA, OR AN AUTHORIZED REPRESENTATIVE OF EITHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE INCLUDE BUT ARE NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE OR COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARMFUL COMPONENT, AND INCLUDE LOSS OF USE, DATA OR OTHER ECONOMIC ADVANTAGE. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD MARU, ASCENSIA AND/OR THEIR AGENCIES HARMLESS FROM ANY CLAIM OR DEMAND MADE BY ANY THIRD PARTY AGAINST MARU, ASCENSIA AND/OR THEIR AGENCIES DUE OR ARISING OUT OF YOUR PARTICIPATION IN THE COMMUNITY.

YOU HEREBY AGREE TO RELEASE MARU, ASCENSIA, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE AND/OR COMMUNITY. YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THIS WEBSITE AND THE COMMUNITY. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## **Severability**

If any part of this Agreement shall become void or invalid by virtue of law or government order, the remaining parts remain valid and enforceable and the void or invalid provision(s) shall be replaced by such valid provision(s) reflecting closest the commercial intentions of this Agreement.

## **Applicable Law**

You agree that these Terms shall be construed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions. Any claim or dispute arising in connection with your use of the Applications shall be brought exclusively in the courts of the State of [Insert State]. Any cause of action or claim you may have with respect to the Applications must be commenced within one (1) year after the cause of action or claim arises. ASCENSIA's or MARU's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between you, ASCENSIA, and MARU nor any trade practices shall act to modify the Terms. ASCENSIA and/or MARU may assign their rights and duties hereunder to any third party at any time without consent or notice to you.