

SOCIAL MEDIA TERMS OF USE

Your interactions with the Lingo Sensing Technology Unlimited Company's ("**Lingo Sensing Technology**," "**we**", "**us**," "**our**") Lingo™ social media channels, including without limitation the official Lingo Instagram and Facebook pages ("**Social Media Channels**"), are subject to these social media terms of use ("**Social Media Terms**") and the terms and conditions of the applicable social media platform (the "**Platform Terms**").

We may post information, content, videos, pictures, links, and other materials ("**Our Posts**") on our Social Media Channels.

By engaging with Our Posts or our Social Media Channels, you agree to be bound by these Social Media Terms and agree to comply with these Social Media Terms. If you do not agree, you must not engage with Our Posts or our Social Media Channels. We recommend that you print a copy of these Social Media Terms for future reference.

We reserve the right to change these Social Media Terms at any time without notice or liability. Any such revisions are prospectively binding on you. You are responsible for periodically reviewing these Social Media Terms for changes. Your interaction with Our Posts or our Social Media Channels after posting by us of any changes to these Social Media Terms constitutes your acceptance to those changes. If you disagree with these Social Media Terms (as they may be amended from time to time), or are dissatisfied with Our Posts or our Social Media Channels, your sole and exclusive remedy is to discontinue engaging with Our Posts and our Social Media Channels.

We reserve all rights we may have relating to the Social Media Channels, including but not limited to: (i) adding, removing, or modifying any of Our Posts or Content (defined below) that you post, (ii) blocking you from using the Social Media Channels for any or no reason; (iii) changing our Social Media Channels in our sole discretion, including to reflect changes to our products, our users' needs, and our business priorities; and (iv) discontinuing or suspending our Social Media Channels at any time.

We cannot guarantee that Our Posts on Social Media Channels are accurate, complete, reliable, useful, timely or current. You read all of Our Posts at your own risk and we are not responsible or liable for your reliance on Our Posts. Our Posts do not constitute medical advice and Our Posts are not intended for medical use.

Acceptable Use. In accordance with these Social Media Terms and the Platform Terms, you may interact with Our Posts and our Social Media Channels by sharing Content. "**Content**" means the content, communications, discussions, chats, postings, transmissions, news, messages, photos, videos, comments, links, profiles or other information or materials that you post, comment, direct message, or otherwise submit in connection with Our Posts or our Social Media Channels. We may, in our sole discretion, report irresponsible Content or Content that otherwise violates the applicable Platform Terms. When accessing, using and/or interacting with Our Posts or our Social Media Channels, you agree not to post any Content that includes inappropriate or off-topic messages. Some examples of what is inappropriate and/or off-topic include, but are not limited to, the following:

- Defamatory, malicious, obscene, offensive, hateful, inflammatory, intimidating, discriminatory, harassing or threatening comments, or hate propaganda;
- Calls to violence of any kind;
- Any Content that violates any applicable law or regulation;

- Content that invades another's privacy or data protection rights, including without limitation, posting photos of third parties without their authorization;
- Attempts to target us or our followers to offer goods or services of any nature;
- Spam directed at us or any of our followers, including without limitation any form of automatically generated content or repeatedly posting the same content;
- Content that includes medical advice, including medical advice that is solicited and/or that may be verified;
- Content deemed to constitute an unapproved use of any of our products or is otherwise false or misleading;
- Any potential infringement of any intellectual property rights, including, but not limited to, brand names, trade names, logos, copyrights, trade dress, or trade secrets of any person, business or place;
- Impersonating any person or misrepresenting your identity or affiliation with any person or giving the impression that the Content emanates from us if this is not the case;
- Content deemed to disrupt the purposes of any Social Media Channel, its followers, and its sense of community and acceptance; and
- Content posted by fake or anonymous users.

No endorsement. Please keep in mind that we do not create, control, represent, or endorse any opinions or statements expressed by others within our Social Media Channels, including but not limited to those that "follow" or "like" us and those "followed" or "liked" by us. Any content posted by anyone other than us is the responsibility of the poster and not us and does not mean we are endorsing, agreeing to, or supporting such opinions or statements.

Also, please keep in mind that if we follow another user's account, retweet, save, favorite, like, share, or otherwise repost another user's content, or take an action equivalent to any of the aforementioned, such action does not constitute an endorsement, agreement, or support.

Third-party links. Each social media platform is independent from us and is not under our control. We are not responsible for the terms and conditions, privacy policy, or content on any site which may be linked to in our Social Media Channels or for any further links from such site. We may be providing these links to you only as a convenience, or another user may be providing these links to you for information, and the inclusion of any link does not imply our endorsement or support of, or our agreement with, anything contained on the linked site.

Intellectual Property Rights in Feedback and Content. You should understand that Content you submit to our Social Media Channels will be public.

Any data, comments, suggestions, feedback, questions, survey responses, interviews, testimonials, materials or similar information howsoever provided by you to us, regarding Lingo Sensing Technology, our Social Media Channels, and/or products or services, in each instance other than Reviews (which are subject to the license below) ("**Feedback**") and Content shall be treated as non-confidential and non-proprietary to you. You hereby assign to Lingo Sensing Technology, all worldwide right, title and interest in the Feedback and Content, including ideas, know-how, concepts, techniques, and other Intellectual Property Rights and proprietary rights contained in the Feedback or Content ("**Feedback and Content Materials**"), and irrevocably agree that Lingo Sensing Technology and its affiliates, parents, and subsidiaries, shall be free to transfer, license, reproduce, use, disclose, exhibit, display, transfer, create derivative works, commercialize and, once fully anonymized (to the extent applicable), distribute the Feedback and Content Materials to others, for any purpose, in any and all media (that exist or will exist, now or in the future) without limitation and without any notice, attribution or compensation to you. Where such Intellectual Property Rights are not assignable by applicable law, and to the fullest extent permitted

by applicable law, you hereby grant Lingo Sensing Technology and its affiliates, parents, and subsidiaries, a worldwide, perpetual, irrevocable, royalty-free, exclusive, sub-licensable, and transferable license to use, reproduce, store, display, create derivative works of, commercialize, incorporate into other works, and copy the Feedback, Content, and Feedback and Content Materials, and to distribute it, and make it available to third parties in whole or in part, in connection with Lingo products and services and in any format or medium currently known or developed in the future. You hereby grant Lingo Sensing Technology and its affiliates, parents, and subsidiaries, a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable, and transferable license to use, reproduce, store, display, create derivative works of, commercialize, incorporate into other works, and copy any Reviews, however provided by you to us regarding the Site and/or our products or services, and to distribute such Reviews, and make them available to third parties in whole or in part, in connection with Lingo products and services and in any format or medium currently known or developed in the future. **“Intellectual Property Rights”** means any copyright, patent, trade secret, trade dress, trademark, rights in get-up, goodwill, rights in designs, inventions, ideas, technology, artwork, rights in computer software (including source code), rights in data, database, and similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world. **“Reviews”** means any written, oral, or pictorial review, performance assessment of, or other similar analysis of, including by electronic means, the goods, services, or conduct of Lingo Sensing Technology, our Social Media Channels, and/or products or services. We may assign and/or sub-license the above licenses to our affiliates, parents, subsidiaries, and successors without any further approval by you.

Further, by providing your Feedback or sharing your Content, you represent and warrant to us that you are the sole owner of the Feedback and Content and that our use of the Feedback and Content will not violate the rights of any third party, including but not limited to, copyright; and that you will indemnify us for any and all losses, expenses, damages, and costs arising therefrom.

Liability. To the maximum extent permitted by law:

- a. IN NO EVENT WILL LINGO SENSING TECHNOLOGY OR ANY OF ITS AFFILIATES, PARENTS, OR SUBSIDIARIES BE LIABLE FOR MONETARY DAMAGES, INCLUDING ANY DIRECT, SPECIAL, 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 OUR SOCIAL MEDIA CHANNELS (INCLUDING UNAUTHORIZED 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 ACCESS OUR SOCIAL MEDIA CHANNELS, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOUR USE OF THE SOCIAL MEDIA CHANNELS, OR ANY MOBILE APP/MATERIAL/WEBSITE LINKED IN OUR POSTS OR IN CONNECTION WITH OUR SOCIAL MEDIA CHANNELS, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF LINGO SENSING TECHNOLOGY OR ANY OF ITS AFFILIATES, PARENTS, SUBSIDIARIES, OR THIRD-PARTY PROVIDERS HAVE 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. You acknowledge and agree that, to the fullest extent permitted by law, neither Lingo Sensing Technology nor its affiliates, parents, subsidiaries, or business partners are responsible for your decision to share and/or disclose your personal data, including health-related information, and you hereby release Lingo Sensing Technology, its affiliates, parents, and subsidiaries, and its and their business partners, from any liability that may arise from such 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 SENSING TECHNOLOGY, AND ANY OF ITS AFFILIATES, PARENTS, OR SUBSIDIARIES, AND ANY OF ITS BUSINESS PARTNERS, UNDER ANY PROVISION OF OR OTHERWISE IN CONNECTION WITH THESE SOCIAL MEDIA TERMS AND YOUR EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING WILL BE LIMITED TO EITHER (1) THE FIXING, REPAIRING OR OTHERWISE RECTIFYING ANY FAULTS WITHIN OUR POSTS, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR (2) THE VALUE OF USD\$100.00 IN YOUR CURRENCY.

Contact us. If you have issues, complaints, or suggestions about individual sales and service experiences or our products or services, these types of concerns are best handled by trained representatives. If you're interested in sharing feedback outside of a Social Media Channel, you can reach out to our customer service team: (a) via telephone at +1 888 764 7684, (b) via email at lingosupport-us@hellolingo.com, or (c) via the chat function in the Lingo mobile application and on the Lingo website (in each instance, if available in your country of residence). Feedback may be forwarded to other Abbott departments and personnel to ensure appropriate follow-up. Any feedback forwarded will be done so as outlined in the [Lingo Privacy Notice](#).

Governing Law and Jurisdiction. These Social Media Terms (and formation, construction, performance, and validity of the contract) and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) 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 Sensing Technology 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 these Social Media Terms will be fully performable in the State of Illinois, and you agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Illinois, United States of America to resolve any dispute or claim arising from these Social Media Terms or the relationship between the parties hereto. We may transfer our rights and obligations under these Social Media Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Entire Agreement: These Social Media Terms constitute the entire agreement of Lingo Sensing Technology and you regarding the subject matter herein, and supersedes all other prior understandings and agreements, whether written or oral, with respect thereto.

Lingo Sensing Technology Unlimited Company is a private Unlimited Company with registered number 731659. Our registered office is at 70 Sir John Rogersons Quay, Dublin 2, D02 R296, Ireland.