

[Español](#)

Welcome to the Livongo for Diabetes management program (the “Service”). The Service is owned by Livongo Health, Inc. and its subsidiaries or affiliates involved in providing and supporting the Service (collectively, “We, Our or Livongo”). Please read these terms and conditions carefully before using the Service. By accessing or using the Service, you agree to be bound by these terms and conditions (this “Agreement”).

1. Scope of Service

This Agreement applies to your use of the Service. We have other Websites and services that may be covered by different terms and conditions of use.

The Service provides a variety of content, products and services, including provision of Our Livongo® data-enabled glucose meter and related supplies (collectively, the “Livongo® Equipment & Supplies”), automatic transmission of blood glucose readings, personal activity monitoring, data analysis, participant access to his/her personal health account, personalized diabetes education, access to Livongo’s wireless, mobile and web-based diabetes management systems, and technologies, and 24/7 on call, monitoring, support features, and information provided by Livongo’s staff of Certified Diabetes Educators.

Features and specifications of products or services described or depicted on the Service are subject to change at any time without notice.

You will not use the Service in a manner inconsistent with (i) this Agreement, or (ii) any and all applicable laws and regulations.

2. No Medical Advice

The Service does not offer medical advice. Any content provided or accessed through the Service, including but limited to information provided by Livongo’s staff of Certified Diabetes Educators in response to questions you may submit by means of the Service, is for informational purposes only, and is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. This content should not be used during a medical emergency or for the diagnosis or treatment of any medical condition. 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. Do not ignore or delay obtaining professional medical advice because of information accessed through the Service. Call 911 or your doctor for all medical emergencies. LIVONGO IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU MAY OBTAIN THROUGH THE SERVICE.

3. Your Account and your Use of the Livongo Service

You must provide accurate and complete registration information any time you register to use the Service. It is your responsibility to provide Us with true, accurate and complete e-mail address, contact, and other information related to your account(s), and to maintain and update promptly any changes in this information.

You are responsible for maintaining the confidentiality and security of your password and account, and you are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Livongo of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Livongo shall not be liable for any loss or damage arising from your failure to comply with any of these terms and conditions.

To protect your confidential healthcare information, it is good practice to enable a touch ID, fingerprint ID or passcode on your smartphone.

The following actions are expressly prohibited in relation to your user name and password:

- Sharing, disclosing, permitting access to or otherwise facilitating the use by any person of your user name and password;
- Using the user name and password to cache the Service in such a manner as to be accessible by persons who have not registered with Livongo; or
- Using the user name and password to permit multiple persons access to the Service through a local or wide area network.
- If you have forgotten your user name or password, the Service will use an email address provided by you to send your user name or temporary password. You understand that others using the same email address will be able to gain access to your account information, but only if they provide the correct answers to your security questions.

Your use of the Service and any content accessed through the Service must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. You must be at least 18 years old to register and use the Service, or you must be the legal guardian for someone under age 18 whose data is accessed through the Service. You may not interfere with or disrupt the proper operation of the Livongo Service.

If you use Livongo's 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.

4. Use of your Information/Privacy Policy

If you create, transmit, or display information while using the Livongo Service, you may provide only information that you own or have the right to use. Livongo will only use information you provide as permitted by the Online Privacy Policy, and applicable law. The purpose of Our

Online Privacy Policy is to identify the information We collect online, the steps We take to protect it and your choices regarding how that information is used. In addition, when Livongo is acting as a covered entity or business associate under the Health Insurance Portability and Accountability Act (HIPAA), Our Notice of Privacy Practices apply to those services.

5. Intellectual Property

The Service is owned by Livongo. We grant to you, for your personal purposes only, a nonexclusive, limited and revocable right to access and use the Service during the term of this Agreement, so long as you comply with the terms of this Agreement. You agree not to use the Service for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Service without Our prior written consent.

All materials available through the Service may be accessed, downloaded or printed for the noncommercial purpose and solely within the scope allowable by this Agreement. No other use of these materials may be made without express written permission of Livongo. Any unauthorized use of the words or images from the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

The Service includes material that is derived in whole or in part from materials that are copyrighted, including the format and layout of the Service. The copyrights are owned by Livongo, or for licensed content, the content providers.

None of the names, trademarks, service marks and logos of Livongo or third parties appearing on the Service may be used in any advertising or publicity, or otherwise to indicate Livongo's or such third party's sponsorship of or affiliation with any product or service without express written permission of Livongo or such third party. Nothing contained within the Service should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right of use to any trademark displayed on or through the Service without the written permission of Livongo or the third party owner of the trademark, if any. The Service may contain other proprietary notices and copyright information, the terms of which must be observed and followed by you.

6. Terms of Sale

This Section 6 applies if you are enrolling for the Service directly, and not pursuant to a health benefits plan or program offered by an employer, healthcare provider or insurer.

By ordering an enrollment in the Service (an "Enrollment Order"), you are agreeing to purchase products and services comprising the Service on and subject to the following terms and conditions. All Enrollment Orders are subject to availability of applicable equipment and supplies and confirmation of the Enrollment price.

Dispatch times may vary according to availability and subject to any delays resulting from courier delays or force majeure for which We will not be responsible.

In order to contract with Livongo you must be over 18 years of age and possess a valid credit or

debit card issued by a bank acceptable to us. If your Enrollment Order is accepted we will inform you by email and we will confirm your Enrollment for the Service. When placing an Enrollment Order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your Enrollment Order and that there are sufficient funds to cover the cost of the goods. All prices advertised are subject to such changes.

(a) Our Contract

When you place an Enrollment Order, you will receive an acknowledgement e-mail confirming receipt of your Enrollment Order: this email will only be an acknowledgement and will not constitute acceptance of your Enrollment Order. A contract between us will not be formed until we send you confirmation by e-mail that Livongo® Equipment & Supplies have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed. You may cancel or termination your enrollment for the Service at any time. Likewise, We may we cancel or terminate the Service, or your enrollment for the Service, at any time.

(b) Pricing and Availability

While we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of the Service you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your Enrollment Order at the correct price or cancelling it. If we are unable to contact you we will treat the Enrollment Order as cancelled. If you cancel and you have already paid for the Service, you will receive a full refund.

(c) Fees

You will pay to Livongo fees in connection with the Service Plan selected by You to use the Service ("Subscription Fees"). Subscription Fees shall be as described and/or as selected by You in connection with purchase to use the Services. All Subscription Fees are due at the beginning of each subscription term as specified in the Service Plan and Livongo will charge the method of payment You provide in the amount of the Subscription Fees in connection with the Service Plan that You select. Subscription Fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, "Taxes"). You shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Livongo's net income.

7. Right to Change Terms and Conditions

Livongo may, at any time and from time to time, amend this Agreement. Any changes to this Agreement will be effective immediately upon posting of the changed terms and conditions on the Service. You agree to review these terms and conditions periodically, and use of the Service following any such change constitutes your agreement to follow and be bound by this Agreement as amended.

8. Computer Equipment; Browser Access and Internet Services

With the exception of the Livongo Equipment & Supplies, 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 Service. This responsibility includes, without limitation, your 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 service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service 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 Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested access to the Service 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. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your System.

9. Content and Services Accessed through the Livongo Service

You may choose to allow a third-party service provider (such as a Personal Health Record or PHR) to retrieve, provide, modify or otherwise use health and other information in your account or otherwise share your information with the service provider. Once you enable a specific third-party service provider to access your account, the service provider may continue to access your account until you affirmatively disable access. Third-party service providers include both health care providers and other entities. It is your sole responsibility to review and approve each such third-party service before sharing your information through or otherwise accessing it. USE OF THESE SERVICES AND RELIANCE ON THIS CONTENT IS SOLELY AT YOUR OWN RISK. LIVONGO MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT.

10. Links to Other Sites

The Service may contain third party-owned content (e.g., articles, data feeds, abstracts, etc.) and may also include hypertext links to third party-owned web sites. We provide such third party content and links as a courtesy to our users. We have no control over any third party-owned web sites or content referenced, accessed by or available through the Service and, therefore, we do not endorse, sponsor, recommend or otherwise accept any responsibility for such third party web sites or content or for the availability of such web sites. IN PARTICULAR, WE DO NOT ACCEPT ANY LIABILITY ARISING OUT OF ANY ALLEGATION THAT ANY THIRD PARTY-OWNED CONTENT (WHETHER PUBLISHED ON THE SERVICE, OR ANY OTHER, WEB SITE) INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ANY LIABILITY ARISING OUT OF ANY INFORMATION OR OPINION CONTAINED ON SUCH THIRD PARTY WEB SITE OR CONTENT. If you link to third party sites from Livongo, you should consult the policy statements of each site you visit.

11. SMS Text Messaging

The Service enables communication between you and Livongo’s staff of Certified Diabetes Educators by means of SMS text messages to and from your mobile device, if you elect to receive SMS messages. You may elect to receive SMS messages under “Communication Preferences” in your account, or by texting “JOIN” to 85240. Livongo will only use information you provide via SMS message as permitted by the Online Privacy Policy, and applicable law. See Section 4 above.

Livongo’s SMS messaging is supported by the following mobile operators: T-Mobile, AT&T, Verizon Wireless, Sprint, Nextel, Boost, Metro-PCS, and others. If your mobile operator is not supported, you will not receive a reply to your messages. Pre-paid users may not be able to participate – Check with your mobile operator. Your mobile operator may charge standard and other text messaging fees for text messages sent and received. T-Mobile is not liable for delayed or undelivered messages.

Message frequency is recurring/ongoing based on your preferences as indicated under “Communication Preferences” in your account. **To stop the SMS text service at any time, text STOP to 85240. To receive help information, text HELP to 85420 or reply HELP to any message.**

Consent to receive SMS text messages is not required as a condition of registering for or using the Service. Texts may be sent using an automatic telephone dialing system. Message and data rates may apply.

For Support, email membersupport@livongo.com.

12. Disclaimer of Warranty; Limitation of Liability

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. LIVONGO, ITS CLIENTS AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE INFORMATION, SERVICES AND MATERIALS CONTAINED ON THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. ACCESS TO THE SERVICE MAY BE INTERRUPTED AND INFORMATION, SERVICES AND MATERIALS MAY NOT BE ERROR-FREE. NONE OF LIVONGO, ITS CLIENTS, ITS SUPPLIERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE OR THE INFORMATION, SERVICES AND MATERIALS CONTAINED THEREIN ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, SERVICES AND MATERIALS PROVIDED ON THE SERVICE; THEY ALSO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE SERVICE, OR YOUR INABILITY TO USE THE SERVICE FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICE WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT

ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. Indemnification

You agree to indemnify, defend and hold harmless Livongo, its clients and its suppliers and their respective affiliates, employees, officers, directors, agents, servants and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to (i) your violation of this Agreement and (ii) your use of the Service, and (iii) your posting of material to the Service.

14. Applicable Law

This Agreement and the resolution of any and all disputes related to this Agreement shall be construed in accordance with the laws of the State of Delaware. Any dispute between Livongo and you related to this Agreement shall be resolved exclusively by the state and federal courts of the State of Delaware.

The Service can be accessed from the United States and other countries worldwide. Since the laws of each State or country may differ, you agree that the statutes and laws of the State of Delaware, without regard to any principles of conflicts of law, will apply to any and all matters relating to the use of the Service.

15. Modification and Termination of the Livongo Service

Livongo reserves the right to terminate accounts for any reason it deems appropriate including, but not limited to, a belief that your conduct or your use of the Service violates applicable laws or is harmful to the interests of Livongo or any other users. Livongo also may place limits on, modify, suspend or terminate the Service generally, and may suspend or terminate your use of the Service if you fail to comply with this Agreement. This suspension or termination may delete your information, files, and other previously available content. If Livongo terminates the Service or your use of the Livongo Service, this Agreement will also terminate, but Sections 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall continue to be effective after this Agreement is terminated.

16. General Legal Terms

If you have not signed a separate written agreement with Livongo related to the Service, this Agreement is the entire agreement between you and Livongo related to the Service, replacing any prior agreements. If there is any conflict between this Agreement and a signed written agreement between you and Livongo related to the Service, this Agreement will control.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of the Agreement remain in full force, provided that the essential terms and conditions of this Agreement remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by the Agreement are materially preserved. The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

Nothing in this agreement creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision.

16. Contact Information

Livongo Health, Inc. is headquartered in Chicago, Illinois, in the United States of America.

Livongo Health, Inc.

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Chicago, IL 60611

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Specific questions and comments should be directed to the appropriate department via our Contact Us page. While we make every effort to respond to all emails within 1 business week, we cannot guarantee a response to every electronic communication.