



Diabetes:M User's Guide

Terms — Last update: 2019/07/05

Sirma Medical Systems

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1. General Terms

Welcome to Diabetes:M

PLEASE READ THE FOLLOWING TERMS OF SERVICE AND PRIVACY POLICY AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR APPLICATIONS AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS APPLICATION. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR APPLICATIONS, SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 02/20/2017.

[Terms of Service](#)

[Privacy Policy](#)

2. Terms of Service

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the “TOS”) is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Sirma Medical Systems, also known as Sirma MS, located at 135 Tsarigradsko Shosse Blvd., Floor 3, Sofia 1784, Bulgaria and our subsidiaries and affiliates, in association with the use of the Sirma MS applications, which includes Diabetes:M mobile application for Android and iOS, (the “Application”) and its Services.

USE OF PRODUCT AND SERVICES

Any and all users of our applications and visitors to our sites, despite whether they are registered or not, shall be deemed as “users” of the herein contained Services provided for the purpose of this TOS. Once an individual registers for our Services, through the process of creating an account, the user shall then be considered a “member.”

The user and/or member acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of Sirma Medical Systems. At its discretion, Sirma Medical Systems may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Sirma Medical Systems does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or member, acknowledge, accept and agree that Sirma Medical Systems shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user and/or member understands, acknowledges and agrees that the Services offered shall be provided “AS IS” and as such Sirma Medical Systems shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

REGISTRATION

To register and become a “member” of the Site, you must be at least 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving Sirma MS’s Services under the laws and statutes of the applicable

jurisdiction.

When you register, Sirma MS may collect information such as your name, e-mail address, birth date, gender and country. You can edit your account information at any time. Once you register with Sirma MS and sign in to our Services, you are no longer anonymous to us.

SUBSCRIPTION

Products and Services fees for the Term will be paid in advance due upon subscription and renewal, as applicable or upon scheduling certain Services. Where the transaction takes place via an online store such as iTunes or Google Play, such store sends the client a receipt which lists the product, the price and Sirma Medical Systems as seller. In this instance, the purchase and payment process shall take place via the client's online store account. The online store's GCU, over which Sirma Medical Systems has no influence, apply. You acknowledge that access to the Products and Services may be suspended until payment is received in full. Unless otherwise stated, all Products and Services Fees are inclusive of any tax, levy, or similar governmental charge that may be assessed. You are solely responsible for all taxes based upon the provision, sale or use of the Products and Services, excluding any taxes based on Sirma Medical Systems' net income.

THIRD PARTY SERVICES

All services offered by third parties (e.g. external food databases), are subject to change and/or cancellation without prior notice.

PRIVACY POLICY

[Read the Privacy policy here](#)

MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY

When you set up an account, you are the sole authorized user of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of the TOS. It shall be your responsibility to notify Sirma Medical Systems immediately if you notice any unauthorized access or use of your account or password or any other breach of security. Sirma Medical Systems shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

CONDUCT

As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the Sirma MS Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly

understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by Sirma MS.

Furthermore, you herein agree not to make use of Sirma Medical Systems's Services for the purpose of:

- a)** uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b)** causing harm to minors in any manner whatsoever;
- c)** impersonating any individual or entity, including, but not limited to, any Sirma MS officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- d)** forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- e)** uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- f)** uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- g)** uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- h)** uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- i)** disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
- j)** interfering with or disrupting any Sirma Medical Systems Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- k)** intentionally or unintentionally violating any local, state, federal, national or international law.

l) “stalking” or with the intent to otherwise harass another individual; and/or

m) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Sirma Medical Systems herein reserves the right to pre-screen, refuse and/or delete any public content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.

Sirma Medical Systems herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

a) compliance with any legal process;

b) enforcement of the TOS;

c) responding to any claim that therein contained content is in violation of the rights of any third party;

d) responding to requests for customer service; or

e) protecting the rights, property or the personal safety of Sirma Medical Systems, its visitors, users and members, including the general public.

Sirma Medical Systems herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Sirma Medical Systems or any other content providers supplying content services to Sirma Medical Systems. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

Sirma Medical Systems shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for Sirma Medical Systems the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

a) The medical information can be shared anonymously and used for medical research and statistical analysis. This means that all information that might contain personality identification will be omitted and **WILL NOT BE SHARED**, which includes but not limited to any notes, comments, images and all textual information entered by the user. For research purposes information like diabetes type, selected therapy,

gender, country and age might be shared along with the other values.

b) The content submitted or made available for inclusion on the publicly accessible areas of Sirma Medical Systems's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Sirma Medical Systems's sites, and shall terminate at such time when you elect to discontinue your membership.

c) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of Sirma Medical Systems's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Sirma Medical Systems's sites and shall terminate at such time when you elect to discontinue your membership.

d) For any other content submitted or made available for inclusion on the publicly accessible areas of Sirma Medical Systems's sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of Sirma Medical Systems's sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

CONTRIBUTIONS TO COMPANY WEBSITE

Sirma Medical Systems provides an area for our users and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

a) your contributions do not contain any type of confidential or proprietary information;

b) Sirma MS shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;

c) Sirma MS shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;

d) the contributor's Contributions shall automatically become the sole property of Sirma MS; and

e) Sirma MS is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

INDEMNITY

All users and/or members herein agree to insure and hold Sirma Medical Systems, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Sirma MS Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to Sirma MS's sites.

USE AND STORAGE GENERAL PRACTICES

You herein acknowledge that Sirma Medical Systems may set up any such practices and/or limits regarding the use of our Services, without limitation of the maximum number of days that any email, message posting or any other uploaded content shall be retained by Sirma Medical Systems, nor the maximum number of email messages that may be sent and/or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an account on our Service, the maximum disk space allowable that shall be allocated on Sirma Medical Systems's servers on the member's behalf, and/or the maximum number of times and/or duration that any member may access our Services in a given period of time. In addition, you also agree that Sirma Medical Systems has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services. You also herein acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, Sirma Medical Systems shall reserve the right to modify, alter and/or update these general practices and limits at our discretion.

Any messenger service, which may include any web-based versions, shall allow you and the individuals with whom you communicate with the ability to save your conversations in your account located on Sirma Medical Systems's servers. In this manner, you will be able to access and search your message history from any computer with internet access. You also acknowledge that others have the option to use and save conversations with you in their own personal account on Diabetes:M. It is your agreement to this TOS which establishes your consent to allow Sirma Medical Systems to store any and all communications on its servers.

MODIFICATIONS

Sirma Medical Systems shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior

notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

TERMINATION

As a member of Diabetes:M, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to info@sirma-medical.com.

As a member, you agree that Sirma Medical Systems may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- a)** any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
- b)** by way of requests from law enforcement or any other governmental agencies;
- c)** the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d)** the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- e)** unexpected technical or security issues and/or problems;
- f)** any extended periods of inactivity;
- g)** any engagement by you in any fraudulent or illegal activities; and/or
- h)** the nonpayment of any associated fees that may be owed by you in connection with your Diabetes:M account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with Diabetes:M shall include any and/or all of the following:

- a)** the removal of any access to all or part of the Services offered within Diabetes:M;
- b)** the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- c)** the barring of any further use of all or part of our Services.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that Sirma Medical Systems shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our app and/or website.

LINKS

Either Sirma Medical Systems or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that Sirma Medical Systems shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Sirma Medical Systems's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Sirma Medical Systems or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on Sirma Medical Systems Services (e.g. Content or Software), in whole or part.

Sirma Medical Systems herein has granted you personal, non-transferable and non-exclusive rights and/or license to make use of the object code or our Software on a single computer or mobile device, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Sirma Medical Systems for use in accessing our Services.

WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF SIRMA MEDICAL SYSTEMS SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN “AS IS” AND/OR “AS AVAILABLE” BASIS. SIRMA MEDICAL SYSTEMS AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) THE INFORMATION AND STATISTICAL DATA PROVIDED BY SIRMA MEDICAL SYSTEMS APPLICATIONS IS ONLY TO HELP YOU TO TRACK HOW THE DIABETES TREATMENT AFFECTS YOUR OVERALL CONDITION. ALL DECISIONS ABOUT YOUR DIABETES THERAPY MUST BE TAKEN AFTER CONSULTING WITH YOUR DIABETES SPECIALIST.

c) SIRMA MEDICAL SYSTEMS AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) SIRMA MEDICAL SYSTEMS SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) SIRMA MEDICAL SYSTEMS SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE SIRMA MEDICAL SYSTEMS SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

d) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF SIRMA MEDICAL SYSTEMS SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

e) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM SIRMA MEDICAL SYSTEMS OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

f) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN

CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT SIRMA MEDICAL SYSTEMS AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

RELEASE

In the event you have a dispute, you agree to release Sirma Medical Systems (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

NOTICE

Sirma Medical Systems may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Sirma Medical Systems trademarks, copyright, trade name, service marks, and other Sirma Medical Systems logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Sirma Medical Systems. You herein agree not to display and/or use in any manner the Sirma Medical Systems logo or marks without obtaining Sirma Medical Systems's prior written consent.

GENERAL INFORMATION ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and Sirma Medical Systems and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to Sirma Medical Systems Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Sirma Medical Systems Services, affiliate Services, third-party content or third-party software.

WAIVER AND SEVERABILITY OF TERMS

At any time, should Sirma Medical Systems fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

VIOLATIONS

Please report any and all violations of this TOS to Sirma Medical Systems as follows:

Mailing Address:

SIRMA MEDICAL SYSTEMS AD
135 Tsarigradsko Shosse, fl.3

1784 Sofia, Bulgaria

Telephone: +35929768310

Email: info@sirma-medical.com

Website: www.sirma-medical.com

3. Privacy Policy

This Privacy Policy covers the information we collect about you when you use our products or services, or otherwise interact with us.

WHAT INFORMATION WE COLLECT ABOUT YOU

We collect information about you when you provide it to us, when you use our Services, and when other sources provide it to us, as further described below. If you do not agree with this policy, do not access or use our Services or interact with any other aspect of our business.

ACCOUNT AND PROFILE INFORMATION

We collect information about you when you register for an account, create or modify your profile, set preferences, sign-up for or make purchases through the Services. The Application collects only the data, which the user provides via the application User Interface and keeps it in the internal device memory and if the user is registered, on the secure server.

- Email address, Username, First and Last name, Birthdate, Gender
- Password (encrypted, not readable by us)
- When using the Diabetes:M app: Device ID, manufacturer, device type, operating system version, locale, browser(web app)
- Language, country, time zone
- Registration date
- Status of consents

The application doesn't collect any personal information from the device where it is installed without user permission.

RELEVANT INFORMATION WE COLLECT

PERSONAL DATA

first name, last name, address, date of birth/age, gender, telephone number.

MEDICAL DATA

diabetes type, diagnosis year, insulin therapy (pen/pump/medications), blood glucose target range, height, weight, meter/therapy device, medications, type of insulin, basal settings, correction factors, carbs / insulin ratio.

COMMERCIAL AND USAGE DATA

App store download, purchase, invoices, payment status, payment method (google play/app store) promo codes used, IP address, device ID, operating system, browser type and version.

MEDICAL DATA

App entries such as date/time/time zone, type and duration of activities, food intake/meal/ingredients, pills taken/injections, blood glucose measurements, notes, blood pressure, weight, HbA1c, ketones, laboratory data, images/photos, imported values; sensor data such as start date/time, end date/time, time zone, sensor value; temporary basal rate, date; app settings such as display options, activated integrations.

LOCATION

We only track the location of your device for the purposes of our “Smart Assistant” service with your explicit consent. We do not save the location on our servers.

THERAPY DEVICES

Devices as blood glucose meters can be paired with your device which enables data to be transferred to our apps.

HEALTH APPS

Health apps such as those by Apple, and other connected services also enable data to be exchanged with our apps. But synchronization only takes place if you activate this in the settings of our apps, namely, if you use the function.

OTHER INFORMATION WE COLLECT

Content you provide through our websites: The Services also include our websites owned or operated by us. We collect other content that you submit to these websites, which include social media or social networking websites operated by us. For example, you provide content to us when you provide feedback or when you participate in any interactive features, surveys, contests, promotions, sweepstakes, activities or events.

Information you provide through our support channels: The Services also include our customer support, where you may choose to submit information regarding a problem you are experiencing with a Service. Whether you designate yourself as a technical contact, open a support ticket, speak to one of our representatives directly or otherwise engage with our support team, you will be asked to provide contact information, a summary of the problem you are experiencing, and any other documentation, screenshots or information that would be helpful in resolving the issue.

HOW WE USE INFORMATION WE COLLECT

How we use the information we collect depends in part on which Services you use, how you use them, and any preferences you have communicated to us. Below are the specific purposes for which we use the information we collect about you.

We collect and process information about you only where we have legal bases for doing so under applicable EU laws. The legal bases depend on the Services you use and how you use them. This means we collect and use your information only where:

- We need it to provide you the Services, including to operate the Services, provide customer support and personalized features and to protect the safety and security of the Services;
- It satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote the Services and to protect our legal rights and interests;
- You give us consent to do so for a specific purpose; or
- We need to process your data to comply with a legal obligation.
- If you have consented to our use of information about you for a specific purpose, you have the right to change your mind at any time, but this will not affect any processing that has already taken place. Where we are using your information because we or a third party (e.g. your employer) have a legitimate interest to do so, you have the right to object to that use though, in some cases, this may mean no longer using the Services.

HOW WE SHARE THE INFORMATION

The medical information can be shared anonymously and used for research and statistical analysis.

This means that all information containing personal identification will be omitted and WILL NOT BE SHARED, which includes, but not limited to any notes, comments, images and all textual information entered by the user.

For research purposes, information like diabetes type, selected therapy, gender, country and age might be shared along with the other values.

GOOGLE ANALYTICS AND ADVERTISING

We work with Google Analytics to help us understand how the Application is being used, such as the frequency and duration of usage. We work with advertisers and third party advertising networks like AdMob, who need to know how you interact with advertising provided in the Application which helps us keep the cost of the Application low. Advertisers and advertising networks use some of the information collected by the Application, including, but not limited to, the unique identification ID. We may also share anonymously via Google APIs your gender and age for advertising related use.

For more details about Google Analytics please visit [Google Analytics](#)

For Google's Privacy Policy please visit [Google Privacy Policy](#)

If you'd like to opt-out from third party use of this type of information to help serve targeted advertising, please visit the section entitled Opt-out the targeted advertising below.

OPT-OUT THE TARGETED ADVERTISING

There are multiple opt-out options for users of this Application:

OPT-OUT OF ALL INFORMATION COLLECTION BY UNINSTALLING THE APPLICATION

You can stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

OPT-OUT FROM THE USE OF INFORMATION TO SERVE TARGETED ADVERTISING BY ADVERTISERS AND/OR THIRD-PARTY NETWORK ADVERTISERS

You may at any time opt-out from further allowing us to have access to your location data by accessing this link <http://www.google.com/ads/preferences/>.

NAME AND ADDRESS OF THE RESPONSIBLE ENTITY

Diabetes:M is a property of and operated by Sirma Medical Systems AD. Responsible entity for the purposes of data protection laws applicable in Member states of the European Union and other provisions related to data protection is:

SIRMA MEDICAL SYSTEMS AD
135 Tsarigradsko Shosse, fl.3
1784 Sofia, Bulgaria
Telephone: +35929768310
Email: info@sirma-medical.com
Website: www.sirma-medical.com

DATA PROTECTION OFFICER

Our data protection officer is available to answer all data protection questions at privacy@diabetes-m.com. The data protection officer monitors – independently and not bound by instructions – compliance with all data protection regulations and is subject to strict statutory secrecy and confidentiality obligations.

YOUR RIGHTS**REVOCATION OF CONSENTS**

If we process your User Data based on your consent, you may revoke the consent at any time. However, this will not affect the lawfulness of the processing before the revocation. We will continue to provide our services if they do not depend on the consent that has been revoked.

INFORMATION, CORRECTION, AND RESTRICTION

Each user has the right to request information on the processing of their personal data. To do so, please contact us at any time at privacy@diabetes-m.com.

DELETION (“RIGHT TO BE FORGOTTEN”)

Each user has the right to request the deletion of their personal data. To do so, please contact us at any time at support@diabetes-m.com.