

GENERAL TERMS AND CONDITIONS FOR PERSONAL USE

Roche Diabetes Care Digital Solutions and Services

Effective Date: 1 June 2025

Please read these General Terms and Conditions for Personal Use or “TOUs” carefully before registering and using Roche’s digital diabetes care products, solutions or services, specifically Accu-Chek Account, Accu-Chek SmartGuide and Accu-Chek Smart Guide Predict apps, MySugr app and MySugr Pro (collectively referred to as our “**Digital Solutions**”). These TOUs together with the [Privacy Notice for Roche Diabetes Care Solutions and Services](#) (together referred to as the “**Terms**”) constitute a legal agreement between you and Roche and they govern your personal use of our Digital Solutions. If you do not agree to our Terms, do not register for or use our Digital Solutions.

Click here to jump to the specific section: [Who We Are](#) | [Our Offering](#) | [How to Access our Digital Solutions](#) | [Using Our Digital Solutions](#) | [Privacy and Data Security](#) | [Usage Term and Termination](#) | [Our Responsibility](#) | [Legal Provisions](#) | [Contact Us](#)

In addition, if you are a resident of the European Union or the European Economic Area, you are also subject to our [Data Sharing Terms](#).

1. WHO WE ARE

At Roche, we create digital solutions for diabetes care, aiming to simplify daily management and reduce therapy barriers for persons with diabetes and healthcare professionals. F.Hoffmann-La Roche AG is a Swiss multinational healthcare company that operates worldwide through numerous affiliates (together - the “Roche Group”).

In these Terms, “**Roche**”, “**we**” or “**us**” means: Roche Diagnostics International AG, a member of Roche Group, with an address at Forrenstrasse 2, 6343 Rotkreuz, Switzerland.

We may delegate some of our responsibilities to our affiliates, which are other companies-members of Roche Group (for example, customer support, or payment and billing operations). We will remain responsible to you for the actions of our affiliates in relation to your use of our Digital Solutions. For more information about Roche Group and its affiliate(s) in your country please visit: [Roche | Worldwide](#).

2. OUR SOLUTIONS AND SERVICES

Our Digital Solutions provide information and content that has been assembled with the greatest of care and to the very best of our knowledge from internal and external sources to build awareness, but they cannot replace consultation with and diagnosis by a healthcare professional. Our Digital Solutions will not

reflect your complete medical record, and should not be relied upon as a complete medical history. Always ask any questions you may have regarding your test results, your medical condition and/ or treatment directly to your doctor or other qualified healthcare provider. Our Digital Solutions do not issue, supplement or replace medical therapy recommendations or medical advice of any kind.

2.1 Using Our Online WebShop.

Our online webshops are accessible through our local websites and allow you to purchase or obtain devices related to your use of our Digital Solutions. These online webshops are not available in all countries. Access requires a properly purchased Solution for personal use or a Solution prescribed to you by your healthcare provider. Use your own Account and payment method for transactions, such as your credit card. Purchased Digital Solutions are subject to the warranty and return policy in the Digital Solution label and are shipped Free On Board (FOB), meaning title transfers to you when we place the items ordered with a shipper, and you bear the risk while items are in transit. Digital Solutions are subject to additional local terms, conditions, warranty, and return policies, which will be available for our review on the respective webshops.

2.2 Third party solutions and services; third party terms.

We collaborate with other companies to ensure your optimal use of our Digital Solutions. These include suppliers of certain products (e.g. blood glucose meters, test strips, or insulin pens), service providers (e.g. third-party coaches), as well as insurance companies that may pay the cost of our Digital Solutions for you. In these cases, you will need to review those companies' business terms before placing an order through them or using their offerings.

You can find our Digital Solutions in app stores, where platform providers' terms apply. Those do not form part of our Terms or our contract with you. This also applies to the terms of use of your mobile device or internet service provider. Roche is not responsible for those services or their content, legality, or quality and assumes no liability for them. Your use of these third party services is at your own risk and subject to their terms.

3. ACCESSING OUR SOLUTIONS

3.1 Your Account.

You will need to create a personal account in order to use our Digital Solutions (the "Account"). The Account provides basic functionalities like identity and consent management, data upload, and data sharing, along with access to Roche's additional digital solutions and bundles for managing diabetes. You will not be able to access or use our Digital Solutions without first creating an Account.

3.1.1 Account Registration.

Upon your registration, which includes your agreement to the Terms and any other applicable third-party terms, you will be able to access your Account, purchase and use our Digital Solutions. You must be at least 18 years (or such greater age required in your country) to register. Some Digital Solutions may be

used for minors, if allowed by the intended use of those Digital Solutions. In this case, your parent, guardian or caregiver must register the Account in order to manage the Account for the minor.

We reserve the right to contact you to verify registration data and usage information. If you provide false, incorrect, out of date or incomplete information intentionally and/or if such provision entails significant consequences, Roche is entitled to block your Account and prohibit the use of our Digital Solutions without being obliged to repay you for the costs incurred.

3.1.2 Your Use of the Account.

Subject to these Terms, your Account lets you access your personal space in our Account Center, the hub of our digital ecosystem for managing your health data. Here, you can:

- View and edit your personal information;
- Manage security settings (e.g., reset your password) and adjust privacy preferences;
- Upload data and control sharing your data with third parties (e.g., telemonitoring with your healthcare professionals); and
- Connect to, purchase, and/or download other Digital Solutions from our ecosystem (e.g. mySugr or Accu-Chek mobile apps).

3.2 Access to Our Digital Solutions.

Our Digital Solutions can be obtained or accessed either through the app stores (such as Apple App Store or Google Play), or through our websites, or by using voucher codes that can be redeemed on our websites or software applications. Therapy devices (such as blood glucose meters) are sometimes sold jointly with our Digital Solutions to support seamless integration.

Google Play and App Store badges may be used to promote the Digital Solutions. Google Play and the Google Play logo are trademarks owned by Google LLC. Apple, App Store and the Apple logo are trademarks owned by Apple Inc. These trademarks have been registered in the United States and other countries.

3.2.1 Fee-based Digital Solutions.

You can purchase our fee-based Digital Solutions via our website, app stores, or within our Digital Solutions using the app store's payment options. Usage fees or purchase prices (including VAT) are paid once or repeatedly (e.g., monthly, 6-monthly, annually) in advance, as displayed in the Solution(s) or app stores. If payment is not processed via the app store, we can send you invoices and reminders by email. In the event of culpable, late, or incomplete payment, we are entitled to block your access to our Digital Solutions. Your usage fee payment obligation remains unaffected by this.

3.2.2 Free-of-Charge Digital Solutions.

From time to time, Roche may offer special or free offers with additional conditions or restrictions, which may vary from these Terms. These offers cannot be transferred to other users. We reserve the right to

restrict, modify, discontinue, or charge for free-of-charge Digital Solutions at any time. No long-term legal rights arise from the free-of-charge use of Digital Solutions.

3.2.3 Third-Party Payers.

Third parties such as employers or insurance companies work with Roche to support persons with diabetes. Costs may be paid directly by the insurance company or reimbursed under your insurance plan. Check with us to see if your insurance company cooperates with us.

3.2.4 Changes to Payment Terms.

We reserve the right to modify, discontinue, increase applicable fees for fee-based products upon prior notice to you, or charge for our free-of-charge Digital Solutions at any time.

4. USING OUR SOLUTIONS

4.1 Your Rights to Use Our Digital Solutions.

Once you complete the registration process, which includes your agreement to these Terms, Roche shall grant you a personal, non-exclusive, non-transferable, revocable but geographically unrestricted right to use your Account and our Digital Solutions for your own personal purposes and only as permitted by the Terms. This license shall be effective until terminated in accordance with these Terms or, for fee-based Digital Solutions, for the duration of your subscription period. ANY RIGHTS NOT EXPRESSLY GRANTED BY THESE TERMS ARE RESERVED BY ROCHE.

4.2 Limitations of Use.

Except for the limited license granted to you above, all rights to the Digital Solutions, including patents, copyrights, trademarks, and related technology, are the exclusive property of Roche. The software, code, methods, and systems as well as the content of our Digital Solutions are protected by copyright and trade secret law and may exclusively be used by Roche.

You agree not to, and you will not permit others to: (i) license, sell, rent, lease, assign, distribute, outsource, disclose or use our Digital Solutions commercially or otherwise, except as permitted by the personal licenses granted to you above; (ii) use our Digital Solutions in a manner inconsistent with our Digital Solutions intended use; (iii) modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer our Digital Solutions in whole or in part; (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Roche or our affiliates, partners, suppliers or the licensors of our Digital Solutions; or (v) use our Digital Solutions in a manner that violates applicable law. Roche expressly reserves the right, in its sole discretion, to terminate your access to our Digital Solutions due to any act that would constitute a violation of these Terms.

4.3 No Off-Label Use.

Our Digital Solutions may only be operated or used exclusively in accordance with the intended use, as defined in the respective manual(s) of the Solution (accessible via each Solution or via our website). The Digital Solutions may not be used, altered, nor combined with other Digital Solutions / parts beyond the

Intended Use (“Off Label Use”). You are liable for any such Off Label Use of our Solution. Roche does not assume any liability whatsoever or ensure any legal or regulatory compliance concerning Digital Solutions which were used beyond the intended use.

4.4 Solution Content.

All content of the Digital Solutions, including text, graphics, logos, and software, is owned by Roche, its affiliates, or licensors and is protected by applicable laws. The compilation of this content is the exclusive property of Roche, unless otherwise noted. Unauthorized use of the App, including text, graphics, logos, and software, or Roche name or trademarks is strictly prohibited.

Roche does not claim any ownership of created content and will not assume any supervisory function with regard to content created by you. However, you grant Roche a non-exclusive, revocable, free of charge, worldwide, transferable right to use the content you generate, transfer, store, or publish within our Digital Solutions, provided that (i) your name may not be associated with the content you generate; (ii) Roche shall use your content if needed to modify, improve or enhance the technical provision of the Digital Solutions; and/or (iii) this use by Roche does not adversely affect your legitimate interests or rights (such as your privacy rights).

For the avoidance of doubt, any feedback or suggestions you provide regarding our Digital Solutions shall become the sole property of Roche, which may use them for any purpose without credit or compensation to you, provided that we may never disclose your name or any other identifiable information.

4.5 Solution Updates; Modifications.

All mandatory updates are part of our Digital Solutions and subject to the Terms and may be implemented without prior notice. Roche may modify, suspend, or discontinue our Digital Solutions or its services after notification to you. Notwithstanding anything to the contrary, you may terminate the contract within thirty (30) days and without charge if the changes materially affect your ability to use our Digital Solutions.

5. PRIVACY AND DATA SECURITY

5.1 Our Commitment to Data Protection.

Roche takes its obligation to protect your privacy seriously and is committed to protecting the confidentiality of your personal and medical information. Please review the [Digital Solutions Privacy Notice](#), which explains how Roche may use and disclose your personal and protected health information.

5.2 Sharing your Data via your Account.

The Account Center allows you to grant or revoke access to your data for third parties (for example, sharing your data with your healthcare provider) by (i) accepting a data sharing request, or (ii) generating and providing a pairing code to a recipient using a Roche Solution.

You are advised to only share your data in a secure way with persons of trust and/or involved in the management of your health treatment. By accepting a data sharing request or providing a pairing code, you accept that the requester or recipient will get access to your data, including identity and medical data.

Your healthcare provider, such as a clinician or a clinic, is the controller for the processing of the data you share with it, and you can refer to its privacy notice for more information. You can withdraw consent and revoke access at any point in time, however please note that your healthcare provider has an option to download your data once you provide access and until you revoke such access.

5.3 Data Analytics.

Roche collects non-personal, technical information to help improve our products and services, as well as for internal research or other business purposes ("Roche Purpose"). This may include your feedback, aggregated data, analytics (such as what brand, type and model of device you are using), and other non-personal information resulting from your use of the App. The non-personal information collected and used for Roche Purpose will not personally identify you.

6. USAGE TERM AND TERMINATION

6.1 Usage Term for Your Account.

6.1.1 Your right to use your Account starts with the registration and activation by Roche. You can use your Account without any time restriction.

6.1.2 You can terminate the contract for the Account at any time and without cause by giving thirty (30) days' prior notice to Roche (see Contact Us section below).

6.1.3 You may delete your Account and the related data, however in this case you will not be able to access and use your Account or our Digital Solutions anymore.

6.1.4 In case of termination regarding any specific Solution, these Terms will continue to govern your use of the Account.

6.2 Usage Term for our Fee-based Digital Solutions.

6.2.1 Our fee-based Digital Solutions can be purchased in the form of monthly or annual subscriptions; depending on the current offer they are also available for a shorter or longer usage period ("Subscription Period"). The relevant Subscription Period is displayed in our apps, website or the app stores.

6.2.2 Your right to use our fee-based Digital Solutions starts with (i) the registration and activation by Roche, if applicable, or (ii) the payment of the price; whichever is latest. The usage term for Digital Solutions that you obtain with the participation of your health insurance company depends on the relevant insurance and contractual conditions.

6.2.3 Both you and Roche are entitled to terminate the contract at any time without cause by giving notice of 30 days. You can either do this by selecting "Cancel Subscription" in your app store user account or the login area of our website or by written notification to us. Please note, fees already paid for unused Subscription Period shall not be refunded in case of this cancellation by you. However, Roche shall refund any portion of fees already paid by you for unused Subscription Period in the event of termination by Roche per this clause or in the event you exercise your consumer right of revocation per Clause 6.4 below.

6.2.4 Unless terminated, your Subscription Period will be automatically extended for another period

equal to your previous subscription period. The relevant standard price at the time of the extension (not the prices of any special or free offers or offers from your insurance company) applies. You can deactivate the automatic renewal in your user account settings of the relevant app store.

6.2.5 Subscription will be terminated automatically and immediately in the event privacy consent is revoked by you or in the event of a user's death. If you have already paid our fees for the unused Subscription Period, that prorated amount shall be refunded in such case.

6.3 Usage Term for our Free-of-Charge Digital Solutions.

6.3.1 You can use your free-of-charge Digital Solutions without any time restriction.

6.3.2 We reserve the right to restrict, modify, discontinue, or charge for free-of-charge Digital Solutions at any time. No long-term legal rights arise from the free-of-charge use of Digital Solutions.

6.3.3 You can terminate the contract use of our free-of-charge Digital Solutions at any time and without cause by giving thirty (30) days' prior notice to Roche (see Contact Us section below)

6.3.4 Your use will be terminated automatically and immediately in the event privacy consent is revoked by you or in the event of a user's death.

6.4 SUSPENSION AND EXCLUSION

6.4.1 Roche reserves the right to temporarily suspend user access at any time at its discretion or to permanently exclude users from using its Digital Solutions in the event of a serious violation of these Terms (e.g. violation of payment provisions, violation of our license terms, etc.). Such exclusion will be immediate upon notice, and Roche will not owe any reimbursement or refund to the user.

6.5 CONSUMER RIGHT OF REVOCATION

6.5.1 **As a consumer, you are entitled to revoke your agreement to these Terms without stating a reason within fourteen (14) days from the date this contract was first concluded** (i.e. you activated your account). To exercise your revocation right, you must inform us of your decision to revoke the contract by clearly stating so in writing to us. Please contact Roche Support via the link available in the Digital Solutions.

6.5.2 **If you exercise your 14-day revocation right**, we will cancel the contract and refund all payments, including standard delivery costs within fourteen days of receiving your cancellation, except for (i) additional costs that are incurred by your selection of a delivery method different from the lowest cost standard delivery that we offer); and/or (ii) fees for services that started during the revocation period, for which you must pay proportionally up to the revocation date. Refunds will be made using the same payment method without extra charges. If your health insurance has reimbursed you for canceled goods or services, they may be able to seek compensation.

7. OUR RESPONSIBILITY

7.1 Unless otherwise provided by these Terms, Roche is liable and provides warranties as laid down by the statutory provisions.

7.2 We exclude liability for negligent breaches of duty, except for damage related to injury to life, body, health, statutory guarantees, or product liability claims. Liability for essential contractual obligations remains unaffected. This also applies to breaches by our vicarious agents.

7.3 Some Digital Solutions allow the User to extract data in formats like pdf or csv, which may include personal, medical, or confidential information. Roche is not responsible for the storage, use, sharing, or modification of this data after this extraction.

7.4 The availability and composition of the Digital Solutions may vary from country to country.

7.5 Roche accepts no responsibility, guarantee, liability or obligation in relation to restrictions in using our Digital Solutions due to force majeure, strikes, lockouts, and official instructions or due to technical modifications or maintenance work on the Roche systems. In the event of disruptions or failures of our Digital Solutions, please contact Roche support.

8. LEGAL PROVISIONS

8.1 **Modification to these Terms.** We reserve the right to change these Terms to meet legal, technical, or user needs. Changes can occur at any time and will be published appropriately before taking effect. If legally required, email notification to your registered address or automatic notification via the Solution (e.g. push notification) shall be deemed sufficient. Modifications by you are only binding if made in writing and signed by an authorized Roche representative.

8.2 **Language.** These T&Cs are provided in various languages. The version in the language of the country in which the consumer is located or habitually resident takes precedence (e.g. German version for Users in Austria, Germany, and Switzerland). If and to the extent to which there is no country-specific language version available, the English version shall prevail.

8.3 **Transfer of Rights.** Users are not entitled to transfer their rights or obligations to third parties. Roche can transfer their rights and obligations from these T&Cs to another company or third party if such a transfer has no significant effects on the rights of the User from these T&Cs.

8.4 **No Waivers; Severability.** A waiver of any breach of these Terms does not waive any future breach or affect other Terms. Roche's failure to enforce any right or provision is not a waiver. If any provision is found invalid, it will be modified to reflect the parties' intentions, and the remaining Terms will stay in effect.

8.5 **Governing Law.** These Terms and the legal relationship between you and Roche is subject exclusively to the laws of Switzerland, excluding its conflicts of law rules. Your use of our Digital Solutions may also be subject to other local, state, national, or international laws; additionally, as a consumer, you enjoy consumer protections of mandatory laws in the country where you are a habitual resident. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Contact Information. If you are experiencing an issue using our Digital Solutions on your iOS or Android device, please contact Roche Support via the link available in the Digital Solutions. If you have any questions about your symptoms or medical condition, please contact your healthcare provider. In the event of an emergency, call an emergency services telephone number, contact your healthcare provider directly, or go to the nearest emergency room.

Version.

These Terms are effective as of the *1st day of June, 2025* and supersedes all prior terms and conditions of use for the Digital Solutions listed above.

DATA SHARING TERMS

Regulation (EU) 2023/2854 ("Data Act") aims to promote sharing of data generated by or in relation to products connected to the internet, such as our Digital Solutions. To this end, it grants users of such products and related services new rights, i.e. to access data directly or via the data holder and to share data with third parties. This set of terms is meant to address this condition and related contractual matters that may arise between ROCHE as "Data Holder" and you, our CUSTOMER, as a "User" (as defined by the Data Act).

1. Agreed use of non-personal Data

- a. The data covered by these terms consist of any readily available Product Data or Related Service Data within the meaning of the Data Act (the 'Data').
- b. The Data Holder will use the Data that are non-personal Data only for the purposes agreed with the User as follows:
 - i. performing any agreement with the User or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit, workflow efficiency);
 - ii. monitoring and maintaining the functioning, safety and security of the Product or Related Service and ensuring quality control;
 - iii. improving the functioning of any Product or Related Service offered by the Data Holder;
 - iv. providing support, warranty, guarantee or similar services (incl. targeted communication) or to assess User's, Data Holder's or third party's claims related to the Product or Related Service;
 - v. developing new products or services, including artificial intelligence solutions, and improving operational efficiency by the Data Holder, and by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom);
 - vi. aggregating these Data with other data or creating of derived data, for any lawful purpose, including making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the connected product to be identified or allow a third party to derive those data from the dataset.
 - vii. As the manufacturer or distributor of a medical device, we are subject to elevated requirements for monitoring the functionality of our products, including reporting obligations. This vigilance system required for regulatory purposes may also involve the processing of Data.
- c. The Data Holder will not use the Data:
 - i. to derive insights about the User's economic situation, assets and production methods of the User, or in any other manner that could undermine the commercial position of the User on the markets in which the User is active; or
 - ii. in a manner that is otherwise significantly detrimental to the legitimate interests of the User, in particular when such Data contain commercially sensitive data or are protected by trade secrets or by intellectual property rights.

2. Direct Data access from the Product or Related Service. The User may access Data directly from the Product or Related Service as far as this is foreseen by the design of the Product or Related Service, in accordance with the information given to the User by the seller, rentor or lessor of the Product or the provider of the Related Service.

3. Data access by the User upon request

- a. Where the Data cannot be accessed directly from the Product or Related Service the Data, together with the relevant metadata necessary to interpret and use those Data must be made accessible to the User by the Data Holder, at the request of the User or a party acting on its behalf. The Data Holder is providing the necessary information on the modalities of the request at <https://go.roche.com/eu-data-act>.
- b. If the User considers the access right under Article 4 (1) Data Act to be infringed, the User is entitled to lodge a complaint with the competent authority, designated in accordance with Article 37 (5), point (b) of the Data Act.

4. Data sharing upon the User's request with a third party

- a. The Data, together with the relevant metadata necessary to interpret and use those Data, must be made available to a Data Recipient by the Data Holder, upon request presented by the User or a party acting on its behalf. The Data Holder is providing the necessary information on the modalities of the request at <https://go.roche.com/eu-data-act>.
- b. Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner in accordance with the Data Act. The User acknowledges that from such a request a third party considered as a gatekeeper cannot benefit under Article 3 of the Regulation (EU) 2022/1925 and does not apply in the context of the testing of new connected products that are not yet placed on the market.
- c. When the User is not the data subject,
 - i. the Data Holder may not make the Data which are personal data available to the User or to a Data Recipient, following a request from the User, unless there is a valid legal basis for this purpose under Article 6 of Regulation (EU) 2016/679 and unless, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5 (3) of Directive (EU) 2002/58 are met;
 - ii. the User may only use Data which are personal data, share them with third parties or otherwise process them to the extent permitted under Regulation (EU) 2016/679 and, where relevant, Directive 2002/58/EC.
In that respect, the User must indicate to the Data Holder, in each request the legal basis for processing under Article 6 of Regulation (EU) 2016/679 and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5 (3) of Directive (EU) 2002/58) upon which the making available of Product Data and/or Related Service Data is requested.

5. Protection of trade secrets

- a. Where the User submits a request for data access, the Parties must agree on protective measures, when the Data or metadata to be shared contain trade secrets within the meaning of the Trade Secrets Directive, held by the Data Holder or another Trade Secret Holder within the meaning of the same Directive.
- b. These protective measures, as well as the related rights agreed in this Agreement, apply exclusively to Data or metadata included in the Data to be shared by the Data Holder with the User, and which were brought to the attention of the User before the Agreement was concluded (referred to below as 'Identified Trade Secrets').
- c. The protective measures remain in effect after any termination or expiration of the Agreement, unless otherwise agreed by the parties.
- d. Before the Data is made accessible to the User, the Data Holder may apply any appropriate technical and organisational protection measures to preserve the confidentiality of the shared and otherwise disclosed Identified Trade Secrets.

- e. Where the protection measures do not materially suffice to adequately protect a particular Identified Trade Secret, the Data Holder may, by giving notice to the User with a detailed description of the inadequacy of the measures:
 - i. unilaterally increase the protection measures regarding the specific Identified Trade Secret in question, provided this increase is compatible with its obligations under this Agreement and does not affect the User, or
 - ii. request that additional protection measures be agreed. If there is no agreement on the necessary additional measures after a reasonable period of time, the Data Holder may suspend the sharing of the specific Identified Trade Secret by giving notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act, with copy of this sent to the User.
- f. If, in exceptional circumstances, the Data Holder is highly likely to suffer serious economic damage from disclosure of a particular Identified Trade Secret to the User despite the protection measures, the Data Holder may stop sharing the specific Identified Trade Secret in question. The Data Holder may do this only by giving a duly substantiated notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act, with a copy being sent to the User.
- g. If the User fails to implement and maintain agreed protective measures for Identified Trade Secrets, the Data Holder is entitled to withhold or suspend the sharing of the specific Identified Trade Secrets, until the User has resolved the incident. The Data Holder must, without undue delay, give duly substantiated notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act, with a copy sent to the User.

6. Unauthorised use and/or disclosure by the User

- a. The User undertakes not to engage in the following:
 - i. use the Data they receive to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;
 - ii. use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable the Data Holder;
 - iii. use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure data which is designed to protect the Data;
 - iv. share the Data with a third-party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925;
 - v. use the Data they receive for any purposes that infringe EU law or applicable national law.
- b. Furthermore and in accordance with Article 4 (2) of the Data Act, the User and the Data Holder may agree to restrict the processing, which could undermine security requirements for the Product, as laid down by EU or national law, resulting in a serious adverse effect on the health, safety or security of natural persons.
- c. The Data Holder may apply appropriate technical protection measures to prevent unauthorised access to Data and to ensure compliance with this Agreement. The User agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance.