

[Español](#)

Livongo Member Registration: Terms of Service

Welcome to the Terms of Service for the Livongo Programs. The Livongo Programs are owned by Livongo Health, Inc. and its subsidiaries or affiliates involved in providing and supporting the Livongo Programs (collectively, “**We**,” “**Our**” or “**Livongo**”). Please read these Terms of Service carefully before using any of the Livongo Programs. By accessing or using any of the Livongo Programs in which you have enrolled in, you agree to be bound by these Terms of Service (this “**Agreement**”). Throughout the Agreement, “**Livongo Programs**” refer to the specific Livongo program that you have enrolled in and not any of the other Livongo programs that are available and governed by this Agreement.

1. Livongo Programs

This Agreement applies to your use of any of the Livongo Programs.

The Livongo Programs that are governed by the Terms of Service are described below:

- a) **Livongo for Diabetes Program.** This program includes the following products, services and content:
 - Livongo data enabled blood glucose meter and compatible testing strips
 - Lancing device
 - Lancets
 - Control solution
 - Carrying case
 - Personalized web portal access
 - Diabetes education
 - 24/7 support
 - Access to Livongo’s clinical coaches for diabetes education and support
- b) **Livongo for Hypertension Program.** This program includes the following products, services, and content:
 - Livongo for Hypertension connected blood pressure monitor and cuff
 - Personalized web portal access
 - Hypertension education
 - 24/7 support
 - Access to Livongo’s clinical coaches for hypertension education and support
- c) **StepIn with Livongo and Express Scripts Program.** This program is subject to your enrollment through your Express Scripts pharmacy benefit and includes the following products, services, and content:
 - Livongo digital, cellular scale
 - Mobile application for tracking healthy lifestyle behaviors
 - Diabetes prevention education and online resources
 - Access to Livongo’s clinical coaches for diabetes prevention education and support.
- d) **Livongo for Weight Management Program or Livongo for Diabetes Prevention Program.** This program includes the following products, services, and content:
 - Livongo digital, cellular scale
 - Mobile application for tracking healthy lifestyle behaviors

- Diabetes prevention education and online resources
- Access to Livongo's clinical coaches for diabetes prevention education and support.

The equipment and supplies provided for the Livongo Programs shall be collectively, the “**Livongo Equipment & Supplies**”. Features and specifications of products or services described or depicted herein are subject to change at any time without notice.

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

2. No Medical Advice

The Livongo Programs do not offer medical advice. Any services or content provided or accessed through the Livongo Programs, are for informational purposes only, and are not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. This includes, but is not limited to, the information provided by Livongo, its staff of coaches, and/or Certified Diabetes Educators in response to questions you may submit or inquired during a coaching session or conversation. The 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 Livongo Programs. 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 LIVONGO PROGRAMS.

3. Your Account and your Use of the Livongo Programs

You must provide accurate and complete registration information any time you register to use the Livongo Programs. It is your responsibility to provide us with a true, accurate and complete e-mail address, physical mailing address, 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 these Terms of Service.

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 Livongo Programs 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 Livongo Programs through a local or wide area network.

If you have forgotten your user name or password, We 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 Livongo Programs and any content accessed through the Livongo Programs 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 Livongo Programs, or you must be the legal guardian for someone under age 18 whose data is accessed through the Livongo Programs. You may not interfere with or disrupt the proper operation of the Livongo Programs.

If you use 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 Programs, 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 [Livongo Health Notice of Privacy Practices and Privacy Policy](#) (the “**Livongo Privacy Policy**”) and applicable law. The purpose of the Livongo 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), the Livongo Privacy Policy applies to those services.

5. Intellectual Property

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

All materials available through the Livongo Programs 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 Livongo Programs may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

The Livongo Programs include materials that are derived in whole or in part from materials that are copyrighted, including the format and layout of the Livongo Programs. 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 Livongo Programs 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 Livongo Programs 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 Livongo Programs without the written permission of Livongo or the third party owner of the trademark, if any. The Livongo Programs may contain other proprietary

notices and copyright information, the terms of which must be observed and followed by you.

6. Terms of Sale for Direct Enrollment to the Livongo for Diabetes Program

This Section 6 applies if you are enrolling for the Livongo for Diabetes Program 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 Livongo for Diabetes Program (an "**Enrollment Order**"), you are agreeing to purchase the products and services as stated in Section 1(a) 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 Order 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 Order for the Livongo for Diabetes Program. 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 change.

(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 the products for the Livongo for Diabetes Program 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 terminate your enrollment for the Livongo for Diabetes Program at any time. Likewise, We may cancel or terminate your enrollment in the Livongo for Diabetes Program, at any time.

(b) Pricing and Availability. While we try to 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 Livongo for Diabetes Program, 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 Livongo for Diabetes Program, you will receive a full refund.

(c) Fees. You will pay to Livongo fees in connection with the Livongo for Diabetes Program ("**Subscription Fees**"). Subscription Fees shall be as described in connection with purchase to use the Livongo for Diabetes Program. All Subscription Fees are due at the beginning of each subscription term and Livongo will charge the method of payment you provide in the amount of the Subscription Fees. Subscription Fees do not include 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 of Service

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 of Service. You agree to review the Terms of Service periodically and use of the Livongo Programs 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 Livongo Programs. 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 Livongo Programs, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested access to the specific Livongo Programs 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 Programs

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, such 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 Livongo Programs 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 Livongo Programs 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 LIVONGO PROGRAMS, 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 click on links to third party sites from Livongo, you should consult the policy statements of each site you visit.

11. SMS Text Messaging and Email Messaging

The Livongo Programs enables communication between Livongo and you 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. Livongo will only use information you provide via SMS message as permitted by the Livongo Privacy Policy, and applicable law.

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. Neither Livongo nor the mobile operators listed above shall be 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 85240 or reply HELP to any message.**

Consent to receive SMS text messages is not required as a condition of registering for or using the Livongo Programs. Texts may be sent using an automatic telephone dialing system. If you do consent to receive SMS text messages, you acknowledge that such messages will be sent to the phone number you provide to Livongo. Such messages may include protected health information (PHI) based on your account preferences, and whoever has access to devices connected to that number will also be able to see this information. You acknowledge that if you select to receive PHI via SMS text messages, you may receive such information through an unencrypted method of communication and that information contained in an unencrypted message is at risk of being intercepted and read by, or disclosed to, unauthorized third parties, as your mobile operator's SMS text messaging system may not be a secure method of communication.

Message and data rates may apply. For Support, email membersupport@livongo.com.

The Livongo Programs also offers access to messages via email alerts. You acknowledge that alerts will be sent to the email address you provide to Livongo. Such alerts may include protected health information (PHI) based on your account preferences, and whoever has access to the email address will also be able to see this information. You acknowledge that if you select to receive PHI via e-mail alert, you may receive such information through an unencrypted method of communication and that information contained in an unencrypted e-mail is at risk of being intercepted and read by, or disclosed to, unauthorized third parties, as your email service provider may not be a secure method of communication.

By enrolling to receive Livongo SMS messages and/or email alerts, you agree to these Terms of Service and Member Communication Policy, which become effective upon your enrollment.

12. Disclaimer of Warranty; Limitation of Liability

THE LIVONGO PROGRAMS ARE 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 LIVONGO PROGRAMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE LIVONGO PROGRAMS ARE AT YOUR OWN RISK. ACCESS TO THE LIVONGO PROGRAMS 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 LIVONGO PROGRAMS 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 LIVONGO PROGRAMS; 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 LIVONGO PROGRAMS, OR YOUR INABILITY TO USE THE LIVONGO PROGRAMS FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE LIVONGO PROGRAMS 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, (ii) your use of the Livongo Programs, and/or (iii) your posting of material to the Livongo Programs.

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 Livongo Programs can be accessed from the United States. 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 Livongo Programs.

The Livongo Programs will be provided by Livongo without regard to your race, national origin, sex, veteran status, age, disability, diagnosis or religious affiliation.

15. Modification and Termination of the Livongo Programs

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 Livongo Programs 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 Livongo Programs generally, and may suspend or terminate your use of the Livongo Programs 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 Livongo Programs or your use of the Livongo Programs, this Agreement will also terminate, but Sections 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 shall continue to be effective after this Agreement is terminated.

16. Medicare Terms and Rights/Responsibilities

If you are receiving and utilizing the Livongo For Diabetes Program through Medicare, the following terms will apply to your usage of the Livongo for Diabetes Program blood glucose device and supplies:

(a) The Livongo For Diabetes Program device and supplies provided to you are subject to the supplier standards concerning business professional and operational matters, that are contained in the Federal Regulations as stated in 43 Code of Federal Regulations Section 424.57(c). The full text of the standards can be found at <http://www.ecfr.gov> by searching Title 42 – Chapter IV – Subchapter B – Part 424 – Subpart §424.57 Livongo will provide you with a written copy of the standards if you request them in writing.

(b) As a member in the Livongo For Diabetes Program and receiving the blood glucose device and supplies through Medicare, you have the following rights in addition to all other terms as stated herein:

- (i) to have one's property and person treated with respect, consideration, and recognition of client/member dignity and individuality;
- (ii) to be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/member property;
- (iii) to be informed of any charges for the Livongo for Diabetes Program blood glucose device and supplies covered by your insurance and those to be paid by you and related billing method;
- (iv) to receive the Livongo for Diabetes Program blood glucose device and supplies in a timely manner from Livongo under contract or in accordance with Medicare's operational policy;
- (v) to make informed decisions about your care, including receive information about the Livongo for Diabetes Program blood glucose device and supplies, any changes to the Livongo For Diabetes Program and any potential risks for discontinuing the Livongo For Diabetes Program;
- (vi) to be notified by Livongo in advance when the Livongo For Diabetes Program will be discontinued and the reason why;
- (vii) to be referred to another provider organization if Livongo is not able to meet your needs or if you are not satisfied with the Livongo for Diabetes Program;
- (viii) to voice grievances/complaints regarding treatment or care or lack of respect of property, or recommend changes in policy, personnel, or care/service without restraint, interference, coercion, discrimination, or reprisal and without fear of termination of the Livongo For Diabetes Program;
- (ix) to have grievances/complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated; and
- (x) to be notified of contact information:
 - a. for Livongo Member Support at (800) 945-4355 24 hours a day or email at membersupport@livongo.com;
 - b. the Medicare Complaint Hotline number (1-800-MEDICARE) or website <https://www.medicare.gov/MedicareComplaintForm/home.aspx>;
 - c. the Accreditation Commission for Health Care (ACHC) Complaints Department number (855) 937-2242 ;and
 - d. our hours of business operations, other than Livongo Member Support, is 9am to 5pm CST.
- (xi) to be fully informed of one's responsibilities.

(c) As a member in the Livongo For Diabetes Program and receiving device and supplies through Medicare, you have the following responsibilities, in addition to all the other responsibility you have as stated in this Agreement:

- (i) to notify Livongo immediately of any equipment malfunctions and damages;
- (ii) to notify Livongo promptly of any changes in insurance, Medicare coverage, and/or your home address or telephone;
- (iii) to notify us of any equipment that is lost or stolen while in your possession and pay for replacement;
- (iv) to pay for equipment and/or service, in which your insurance company/companies does not pay, as well as any applicable copayments and/or deductibles for which you are

- responsible for;
- (v) to carry out mutually agreed responsibilities, including the proper care and maintenance of the Livongo blood glucose meter; and
 - (vi) to notify us of changes in your condition and to advise us of any problems or dissatisfaction with the Livongo for Diabetes Program blood glucose device and supplies.

17. General Legal Terms

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

18. Contact Information

Livongo Health, Inc. is headquartered in Mountain View, California, in the United States of America.

Livongo Health, Inc.
150 W. Evelyn Avenue
Suite 150
Mountain View, CA 94041
legal@livongo.com

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 5 business days, we cannot guarantee a response to every electronic communication.