

Tidepool Terms of Use

Effective Date: May 22, 2018, Version 2.1

These Terms of Use (“Terms”) form a legally binding contract between you and Tidepool Project (“Tidepool,” “us,” or “we”) governing your access to and use of our software applications, such as Tidepool for web, Tidepool for mobile, and the Tidepool Uploader, together with any other applications developed and/or distributed by Tidepool (the “Tidepool Apps”), including storage and retrieval of data by the Tidepool Apps on or through our hosted cloud platform (the “Tidepool Platform”), so please read them carefully before using any Tidepool Apps. We provide you with access to and use of the Tidepool Apps subject to your compliance with these Terms. By using the Tidepool Apps, you agree to be bound by these Terms, as well as our [Privacy Policy](#), which is incorporated into these Terms.

Those who use the Tidepool Apps to help manage their diabetes are referred to as “PwD Users” (for “Person with Diabetes” or the parent/guardian of one) herein. These Terms may include provisions that treat PwD Users differently from members of a PwD User’s care team that the PwD User has granted access to (“Care Team Members”), from doctors, healthcare professionals, and other clinicians who may use Tidepool Apps to review data for people they provide care for (“Clinicians”), and from researchers who collect data from study participants for research purposes through the Tidepool Apps or Tidepool Platform (“Researchers”). PwD Users, Care Team Members, Clinicians and Researchers may collectively be referred to herein as “Users” (or, singularly, a “User”), and provisions that are not indicated as applying only to one of these groups apply to all.

Some highlights of these Terms are as follows:

- PwD Users own their Information (as defined below) and decide who gets access to their Information.
- You may only use the Tidepool Apps for lawful purposes.
- You are granted a Creative Commons license to use certain aspects of the Tidepool Apps. The source code for the Tidepool Apps is available under a permissive open source license. Please see <https://github.com/tidepool-org>.

- We care about protecting your privacy. Please review our Privacy Policy at <https://developer.tidepool.org/privacy-policy/>.
- Tidepool Apps are tools to assist in managing and making decisions related to diabetes care, but we cannot guarantee their accuracy or reliability for this purpose.
- Tidepool Apps are not a replacement for the advice of healthcare professionals.

To learn more, please review the following:

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1. PwD User Information Ownership

When a PwD User creates an account with Tidepool, or claims an account created on his or her behalf by a Clinician, etc., the PwD User is the legal owner of the data, notes, files, and other information stored and managed using the Tidepool Apps, including without limitation personally identifiable health information (“Information”). Care Team Members or Clinicians may provide Information to a PwD User’s account with the PwD User’s permission; this Information is owned by the PwD User. These Terms and our [Privacy Policy](#) shall govern the use of the Information.

1.1 Your PwD User Rights

- A. As a PwD User, you always retain ownership of the Information in your account, and only you can grant and revoke permission to share it.
- B. Tidepool will never grant any third party access to your Information without your permission, except in limited circumstances (such as when specifically required by law) and only in accordance with our [Privacy Policy](#).
- C. Tidepool, Care Team Members, Clinicians, Researchers, third-party applications, and third-party diabetes device makers are not granted any right to use or access your Information, except with your permission and in accordance with our [Privacy Policy](#).
- D. You can export your Information at any time, and you can request that your Information be deleted at any time by requesting that Tidepool delete your account. But please note that Information that you have chosen to provide to Researchers, Clinicians, third-party applications, and third-party diabetes device makers may have been copied and/or retained by those third parties.
- E. A Clinician such as your doctor or other health care provider, or a Researcher conducting a study in which you participate, may establish a Tidepool account to store Information about you in Tidepool. That Clinician or Researcher may invite you to open a Tidepool account. If you accept that invitation, you will become a PwD User. You will have control over the account and the Information associated with that account, and these Terms of Use will apply to you. The Clinician or Researcher who invited you to open the account will be a member of your Care Team. You may remove the Clinician or Researcher from your Care Team at any time.

If a Clinician or Researcher who uses Tidepool to store information about you does not invite you to open an account, or if you decide not to accept the Clinician's or Researcher's invitation, then you will not have control of the information in the account, and you will not be a PwD User with rights under these Terms of Use.

F. Clinicians are solely responsible to you for the professional health care and any other services that they may provide to you. Tidepool is not responsible for the quality or availability of the services that a Clinician may or may not provide to you, or whether those services are provided in accordance with applicable laws. Tidepool does not select Clinicians or supervise, monitor, or control the services they provide, and is not responsible for your choice of any Clinician from whom you choose to receive professional health care or other services.

G. Researchers are solely responsible to you for any responsibility owed to you in connection with any research study in which you participate. Tidepool is not responsible for quality or appropriateness of the methods or manner in which any research study is conducted, or whether research studies are conducted in accordance with applicable laws. Tidepool does not evaluate or endorse Researchers or the research studies they perform, and Tidepool does not supervise, monitor, or control those Researchers' conduct of those research studies. If you have agreed to participate in a research study, you will do so pursuant to the terms and conditions of any consent you have given to that Researcher.

1.2 License to Access and Use Information

A. If you choose to grant access to your Information to a Care Team Member, Tidepool, Researchers, Clinicians, third-party applications or third-party diabetes device makers, you hereby grant to such party a non-exclusive, limited right to access and use the applicable Information solely for the specified purpose, including any reuse or re-sharing permissions.

B. To facilitate your use of the Tidepool Apps, you hereby grant to Tidepool a non-exclusive, royalty-free license to use, store, reproduce and display any Information you store or manage through the Tidepool Apps solely as reasonably necessary to operate the Tidepool Apps at your direction and on your behalf, and subject to these Terms and our [Privacy Policy](#).

1.3 Information Security

The security and privacy of your Information is important. Tidepool uses reasonable administrative, physical and technical safeguards to protect the security, confidentiality and

integrity of your Information. For example, data that you upload from your diabetes devices is transmitted and stored using industry-standard encryption, as is any personal information or metadata you share with Tidepool. All information and data is encrypted both at rest and during transport. TIDEPOOL SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS, HACKING, OR OTHER SECURITY INTRUSIONS OR FAILURE TO STORE OR THE THEFT, DELETION, CORRUPTION, DESTRUCTION, DAMAGE, OR LOSS OF ANY DATA OR INFORMATION.

1.4 Control and Sharing

As described in the [Privacy Policy](#), PwD Users control the Information in their accounts and set permissions for sharing. Through features in the Tidepool Apps, you as a PwD User will always be able to view and change the access rights of your Care Team Members and change your sharing preferences such as sharing with Clinicians, Researchers, Tidepool, third-party applications and third-party device makers.

2. Care Team Member, Researcher, and Clinician Accounts

Care Team Members, Clinicians, and Researchers can create accounts with Tidepool and become Users of Tidepool Apps. Clinicians and Researchers who create their own accounts control the Information in their accounts and can set or change permissions for sharing.

Researchers may create accounts with Information for research purposes; the Researcher owns the Information in the Researcher's account. A Clinician, such as a doctor or other health care provider, or a Researcher conducting a study, may establish an account to store information about a patient or study participant in the Tidepool Apps and/or Tidepool Platform. That Clinician or Researcher may invite the patient or study participant to open a Tidepool account. If the individual accepts that invitation, he or she will become a PwD User and will have control of all the data associated with that account. The Clinician or Researcher who invited the PwD User to open the account will be a member of the PwD User's Care Team. The PwD User may remove the Clinician or Researcher from his or her Care Team at any time.

3. Acceptable Use of Tidepool Apps

We trust you to use the Tidepool Apps responsibly, and you agree not to misuse them. You must use the Tidepool Apps only for lawful purposes, and you agree to comply with all

applicable laws, rules, and regulations in using the Tidepool Apps. You must also respect the privacy and Information of others who use Tidepool Apps and comply with our [Privacy Policy](#).

3.1 Use of Health Information

We endeavor to operate the Tidepool Apps so that everything we show you is accurate and complete. However, we cannot guarantee that the Tidepool Apps do not have errors or bugs. Even if there are no errors or bugs, it is possible to draw inappropriate conclusions from Information that you see. TIDEPOOL DOES NOT WARRANT AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY OR RELIABILITY OF THE INFORMATION ON THE TIDEPOOL APPS. YOU ACCEPT FULL RESPONSIBILITY FOR ANY DECISIONS YOU MAKE REGARDING MEDICAL TREATMENT, THERAPY, OR OTHERWISE.

The Tidepool Apps are informational and management aids only, designed to facilitate the interpretation and exchange of medical and other information, and are not offered or provided for the purpose of diagnosing, treating or prescribing for any illness or injury. Neither the Tidepool Apps nor any service provided by Tidepool is a substitute for the use of professional evaluation and decision-making by appropriately licensed and qualified physicians and other healthcare professionals in making diagnoses and/or treatment decisions. The Tidepool Apps and Tidepool's services manage and display medical information provided by Users, and Tidepool does not select and cannot assure the accuracy, completeness or currency of any such information. Tidepool does not endorse drugs or other products or services, diagnose any injury, illness, disease or other health condition, or recommend any treatment, therapy or health care provider.

If you are a Clinician, you may be using our software to help your patients. For the reasons discussed above, you should not rely exclusively upon information you receive through use of the Tidepool Apps in any decision-making you make in connection with your diagnosis and treatment of any patient. You remain fully responsible to perform all of your professional and other duties to your patient in accordance with the applicable standards of care. You expressly acknowledge and agree that Tidepool is not responsible for the results of your professional medical decisions resulting from the use of Tidepool's Apps and Tidepool's services. You shall indemnify and hold Tidepool harmless from and against any loss whatsoever arising from any failure on your part to discharge your professional and/or other legal duty of care to your patient.

If you are a PwD User using our software to help you manage your diabetes, do not make therapy changes or dosing decisions without applying common sense and/or consulting your healthcare professional.

Tidepool does not assume any responsibility for any aspect of medical services or other health care provided or administered, or not provided or administered, with the aid of information the Tidepool Apps and/or Tidepool's services provide.

If you notice problems or issues with your Information, please double-check it from its source. If you believe there are problems or inaccuracies in the display of your Information in the Tidepool Apps, please let us know by contacting us at support@tidepool.org.

3.2 Other Uses

In addition, here are things you cannot do or attempt to do with Tidepool Apps:

- Violate the terms and conditions of the [Privacy Policy](#).
- Violate the law or the privacy of others.
- Provide trade secrets or material that is copyrighted or otherwise owned by a third party unless you have a valid license from the owner which permits you to post or provide it.
- Provide material that infringes on any other intellectual property, privacy, personality or publicity right of another.
- Provide material that promotes hate or violence, is pornographic or which would generally be considered obscene or indecent.
- Impersonate, intimidate or harass another person.
- Engage in or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation.
- Transmit or transfer (by any means) information technology or software derived from the Tidepool Apps in violation of U.S. export control laws.
- A Care Team Member is prohibited from copying, using, or disclosing, in whole or in part, to any other party any Information shared with the Care Team Member by a PwD User, except in accordance with these Terms.

In addition, unless you comply with our Responsible Disclosure Policy (described in Section 3.3 below), you are prohibited from violating or attempting to violate the security of the Tidepool Apps or Tidepool's other systems or network security, including, without limitation, the following:

- Accessing data and information not intended for your use of the Tidepool Apps.
- Gaining unauthorized access to an account, server, or any other computer system.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures.
- Attempting to interfere with the function of the Tidepool Apps, or any Tidepool App host or network, including, but not limited to, via means of submitting a virus to any Tidepool App, overloading, denial of service attacks, “flooding”, “mailbombing”, “crashing”, or sending unsolicited e-mail, including promotions and/or advertising of products or services.
- Sending altered, deceptive or false source-identifying information, including “spoofing” or “phishing.”

Unauthorized access of or tampering with Tidepool’s systems or network security that does not comply with our Responsible Disclosure Policy may result in civil or criminal liability.

3.3 Responsible Disclosure Policy

If you believe you have found a security vulnerability in any of Tidepool’s Apps, Tidepool’s source code or Tidepool’s other systems or network security, we encourage you to let us know right away by submitting a report to security@tidepool.org. We will investigate all legitimate reports and do our best to quickly fix the problem.

If you give us reasonable time to respond to your report before making any information public, and make a good faith effort to avoid privacy violations, destruction of data, and interruption or degradation of our service during your research, we will not bring any lawsuit against you or ask law enforcement to investigate you. In addition, to show our appreciation, at our discretion, we may provide a monetary bounty for the reporting of certain security bugs. Bounties are awarded at Tidepool’s sole discretion and are only paid to individuals. Only one bounty may be paid per issue reported. If we provide a bounty, the amount to be awarded will be awarded based on the bug’s severity and creativity, and will be at Tidepool’s sole discretion.

4. Content Licensing and Intellectual Property Rights

4.1 Creative Commons License

The Tidepool Apps, including all contents, such as text, images, audio, and user interface designs used to generate the applications (collectively, “Tidepool Content”), are generally made available for public sharing and reuse through the [Creative Commons Attribution Share-](#)

[Alike 3.0 Unported](#) license (“Creative Commons License”), or any later version thereof. Some of the Tidepool Content may be acquired from sources that prohibit further use of their content without advance permission. Where possible, the Tidepool App will display a notice with the applicable license relevant to that content. You agree to abide by such licenses. Some Tidepool Content may indicate that the author considers his or her work proprietary and requires prior permission for any use of the work. In such cases, you should contact the author or author’s agent for permission to use the content. The software source code for the Tidepool Apps is made available separately under an open source license. Please see <https://github.com/tidepool-org> for more information.

4.2 Trademarks and Trade Dress

The rights in the trademarks, logos, service marks, and trade dress (collectively “Trademarks”) of Tidepool are not licensed under the Creative Commons License. If you wish to use any of our Trademarks, or if you have any other questions about complying with our licensing terms, you should email legal@tidepool.org. Some Tidepool Content may contain Trademarks of other parties. Except for a few limited circumstances, Trademarks cannot be used without advance written permission of the owner of the Trademark.

4.3 Your Information

We take the intellectual property rights of others seriously and ask you to do the same. You agree that you own or have the necessary rights in and to any and all Information you upload or post to the Tidepool Apps. Not owning or having the necessary rights is a violation of these Terms.

4.4 Hosted Software

We make our applications available both in hosted form - where we run it on Tidepool-managed servers - and also in source code form, where you (or someone else) can download the source code from GitHub (www.github.com/tidepool-org), build it, and run it locally or on your own servers. These Terms apply only to the hosted version of the Tidepool Apps, or to Tidepool-compiled, and installable versions of Tidepool Apps.

5. Availability of Tidepool Apps

You must be 13 or older to register as a User of Tidepool Apps. If you are at least 13 but are under the age of 18, you may only register with and use Tidepool Apps with your parent’s or legal guardian’s consent. You agree to all of the terms and conditions of these Terms, and if

you are between the ages of 13 and 18, you represent that you have obtained your parent's or legal guardian's consent and that your parent or legal guardian has agreed to these Terms. If you are a parent or legal guardian who has consented to the use of Tidepool Apps by a person between the ages of 13 and 18, you are fully responsible for that person's use of Tidepool Apps and agree to be bound by these Terms. If we discover that a person under 13 has registered as a User, we may delete the person's account.

You understand that to register as a User of Tidepool Apps you must be in the United States or the European Union. We make no claims that Tidepool Apps are accessible or appropriate outside of these areas. Access to Tidepool Apps may not be legal by certain persons or in certain countries. If you access Tidepool Apps from outside the United States or the European Union, you do so on your own initiative and are responsible for compliance with local laws.

6. Linked Sites and Third Parties

You may be able to link to third-party sites or connect to third-party applications from the Tidepool Apps, or connect to the Tidepool Platform from third-party applications, or you may choose to share your Information with third-party device makers or Researchers (collectively, "third parties"). Tidepool does not control third-party applications, third-party linked sites or third-party device makers in any way, and Tidepool is not responsible for the content, availability, advertising, products, information or additional links, use of information, security or privacy policies and practices, or materials of any such third parties. Links to third-party sites and the option to share your Information with third-party applications, sites and/or device makers does not imply Tidepool's endorsement of, or affiliation with, such third parties. In no event shall Tidepool be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the use of third-party sites, third-party applications or sharing with third-party device makers.

7. Consent to Communication

You consent to receive electronically any communications related to your use of the Tidepool Apps. We may communicate with you by email, by posting notices in the Tidepool Apps, or by sending mobile- or web-based notifications. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from Tidepool intended for

receipt by you shall be deemed delivered and effective when sent to the email address you provide us. If you provide us with a telephone number, you expressly agree that we, or our authorized agents, can use that number to contact you about your account.

8. Copyright Infringement

If you believe that any content on any Tidepool Apps infringes upon any copyright which you own or control, you may send a written notice to Tidepool's Copyright Agent at legal@tidepool.org. The written notice must satisfy the requirements set forth in the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512). It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

9. Disclaimer of Warranties

THE TIDEPOOL APPS, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTION, MATERIALS AND SERVICES, ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TIDEPOOL DOES NOT WARRANT THAT THE TIDEPOOL APPS OR THE FUNCTION, CONTENT OR SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, FREE FROM HACKING OR OTHER SECURITY INTRUSION, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. TIDEPOOL MAKES NO WARRANTY THAT THE TIDEPOOL APPS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE TIDEPOOL APPS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE TIDEPOOL APPS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE TIDEPOOL APPS. Applicable law may not allow the exclusion of implied warranties, so some or all of these disclaimers may not apply to you.

10. Limitation of Liability and Indemnity; One Year to Bring Claims

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL TIDEPOOL, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, CONTENT OR SERVICE PROVIDERS, OR SUCCESSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO (i) YOUR USE OF, OR INABILITY TO USE, THE TIDEPOOL APPS, MATERIALS AND FUNCTIONS RELATED THERETO, (ii) UNAUTHORIZED ACCESS TO OR LOSS, CORRUPTION, OR ALTERATION OF DATA, TRANSMISSIONS, OR CONTENT, (iii) STATEMENTS OR CONDUCT OF ANY USER OR CARE TEAM MEMBER USING TIDEPOOL APPS, (iv) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF YOUR DATA OR ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION, (v) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE TIDEPOOL APPS, OR (vi) ANY OTHER MATTER RELATING TO THE TIDEPOOL APPS, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, GOODWILL, LOST BUSINESS, USE, DATA, SALES, COST OF SUBSTITUTE SERVICES, OR OTHER INTANGIBLE LOSSES, EVEN IF TIDEPOOL OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER A CAUSE OF ACTION MAY BE IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE BUT EXCLUDING GROSS NEGLIGENCE AND INTENTIONAL ACTS OF TIDEPOOL), STATUTE, OR ANY OTHER LEGAL THEORY, EITHER ARISING FROM THE TERMS, OR YOUR USE OF OR INABILITY TO USE THE TIDEPOOL APPS. Some jurisdictions do not allow the limitation or exclusion of certain liabilities, so some of the above limitations may not apply to you. The foregoing provision is enforceable in the State of New Jersey in the United States of America.

You agree to defend, indemnify, and hold harmless Tidepool, and all of its respective officers, directors, employees, owners, agents, information providers, licensors and licensees, from and against any and all liabilities, losses, damages, expenses, and costs (including reasonable attorney fees) incurred in connection with any third-party claim, complaint, suit or cause of action arising from your conduct in connection with accessing and/or using the Tidepool Apps or your breach of these Terms. This provision does not apply to acts of Tidepool. You shall

cooperate with Tidepool in the defense of any such claim. Tidepool reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder. Some jurisdictions limit consumer indemnities, so some portions or all of this indemnity provision may not apply to you. The foregoing provision is enforceable in the State of New Jersey in the United States of America.

Regardless of any statute or law to the contrary, you agree that any claim or cause of action you may have with respect to the Tidepool Apps must be filed within one year after the claim or cause of action arose or be forever barred.

11. Arbitration

Any controversy or claim arising out of or relating to these Terms, the breach thereof or its subject matter shall be settled by binding arbitration in accordance with the consumer commercial arbitration rules of the American Arbitration Association. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in the City and County of San Francisco, California in the United States of America, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary herein, Tidepool, any PwD User, any Care Team Member, any Clinician, any Researcher, or any other party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

12. Changes to the Terms

We may modify, amend or change the terms, conditions or provisions of these Terms prospectively from time to time without prior notice to you, so please check them periodically. If a change, in our sole discretion, to these Terms is material, we will endeavor to notify you (for example, by email to the email address in your account). It is your responsibility to keep your email address current. We will post the new terms and indicate the revision date. By using Tidepool Apps after any changes to these Terms, you agree to be bound by those changes and the new terms. If you disagree with the new terms, your sole recourse is to stop using the Tidepool Apps.

13. Changes to the Tidepool Apps

We reserve the right to modify, refine, add or remove features, impose limits on the service or size of storage available to you, or suspend the Tidepool Apps, with or without prior notice to you and without liability to anyone, including you or any third party. In the unlikely event of discontinuance, we will endeavor to notify you to allow you to export your Information. We may impose or you may experience limits on your use of the Tidepool Apps. If you disagree with any changes to the Tidepool Apps, you agree that your only recourse will be to stop using the Tidepool Apps. You may export your Information or request that your Information be deleted before doing so. Continuing to access the Tidepool Apps after any modifications will indicate that you agree with the changes and are satisfied with the Tidepool Apps as modified.

14. General

Assignment. You may not assign any of your rights or obligations under these Terms without Tidepool's express written consent. These Terms inure to the benefit of Tidepool's successors and assigns.

Cancellation and Termination. You can cancel your account, export your Information, or requested that your Information be deleted at any time. Tidepool may also suspend or terminate your account if you violate these Terms. In such situations, we may attempt to notify you so that you can export your Information, but we may immediately suspend or terminate your account in certain circumstances, such as causing harm to another User, disrupting others' use of the Tidepool Apps, or causing Tidepool potential legal liability.

Entire Agreement. These Terms and the [Privacy Policy](#), as each may be amended or modified by Tidepool in accordance with its terms from time to time, together constitute the entire agreement between you and Tidepool with respect to your access to and use of the Tidepool Apps, superseding and replacing any prior agreements and terms and conditions applicable to the Tidepool Apps. You may also be subject to additional terms and conditions that are applicable to certain parts of, or services offered on or through, the Tidepool Apps. If any incorporated agreements or policies conflict with these Terms, these Terms shall control.

Survival. All provisions of these Terms that, by their nature, should survive any termination or expiration of these Terms shall do so. Any termination or expiration of these Terms shall not relieve you of any obligations that may have arisen or accrued prior to such termination or

expiration or limit any liability you otherwise may have to Tidepool, including, without limitation, any indemnification obligations contained herein.

Governing Law. These Terms and any dispute between you and Tidepool arising out of or relating to these Terms shall be governed by and interpreted in accordance with the laws of the United States of America and State of California, without giving force to its conflict of laws provisions.

Waiver and Severability. The failure of Tidepool to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

15. Contact Us

If you have any questions about these Terms, please contact us at legal@tidepool.org or by mail at: Tidepool Project Attn: Legal Department 555 Bryant St., #429 Palo Alto, CA 94301