

Effective Date of these Online Terms of Use: 7th December 2021

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A check of stock level requests placed using this website, along with access to it is granted strictly in accordance with these Online Terms of Use.

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WE MAY MAKE CHANGES TO THE ABBOTT WEBSITE

We amend these Online Terms of Use from time to time. Every time you wish to use the Abbott Website, please check these Online Terms of Use to ensure you understand the Online Terms of Use that apply at that time.

WE MAY SUSPEND OR WITHDRAW THE ABBOTT WEBSITE

The Abbott Website is made available free of charge.

We do not guarantee that the Abbott Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Abbott Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Abbott Website through your internet connection are aware of these Online Terms of Use and other applicable terms and conditions, and that they comply with them.

ELIBIGILITY AND REGISTRATION

The Abbott Website is only available to patients registered with Abbott's Hospital2Home home delivery service.

In order to use the services available from the Abbott Website, patients or their carers will be required to register. Abbott may decline a registration request at its sole discretion. By registering for the services available from the Abbott Website, patients and their carers agree to these Online Terms of Use and agree that:

- The personal information that is required for registration is true, accurate and complete in all respects;
- You will notify Abbott immediately of any changes to the personal information by updating your details on the hospital2home.abbott Abbott Website or by contacting the Hospital2Home Nutrition Helpline.

The Abbott Website is not for use by patients under the age of sixteen.

AMENDING PATIENT DETAILS ONLINE

The Abbott Website allows you to amend certain details about you or the person that you are caring for. Any amendments to these details will be reviewed by a Hospital2Home coordinator and by your NHS healthcare professional or the NHS healthcare professional of the person that you care for. You are strongly advised to review the Privacy Policy applicable to use of the Abbott Website, available here hospital2home.abbott website

In the event that any patient details are amended, please allow two (2) working days in order for the amendment to be processed. If you are due a delivery imminently and have amended the delivery address, please contact Hospital2Home on 0800 0183799 or via email at Abbott.Hospital2Home@nhs.net as soon as possible.

ACCOUNTS AND PASSWORDS

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Abbott's security procedures, you must treat such information as confidential. You must not disclose it to any third party. These details are personal to you or to the person you are caring for and are not transferable.

Abbott has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Online Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Abbott at Hospital2Home on 0800 0183799 or by email at Abbott.Hospital2Home@nhs.net.

STOCK CHECK LEVELS AND DELIVERY ARRANGEMENTS

The Hospital2Home delivery service is provided pursuant to contractual arrangements between your local NHS care provider and Abbott. Abbott is only able to deliver the products that are set out in the applicable NHS regime and which your NHS healthcare professional has confirmed. The maximum amount of product that Abbott can deliver to you is the amount set out in the applicable NHS regime and the documents completed by your healthcare professional. If you require a different product or would like to request additional quantities of products, please contact your healthcare professional who will be able to advise you.

In order to request a delivery of products, please follow the instructions on the Abbott Website. Abbott may at its sole discretion decline any delivery request that is entered into the Abbott Website. Products can only be delivered to the registered address that is entered on the Abbott Website. Delivery dates vary. At the time of requesting a delivery and order, the full list of available delivery dates will be shown.

Abbott will confirm receipt of your stock check and preferred delivery request date through an email sent to the registration email address. Hospital2Home will confirm your actual delivery date at least two days before it is due. This does not mean that Abbott has accepted your delivery request.

If you do not receive an email from Abbott acknowledging receipt of your request, please call the Abbott Nutrition Hospital2Home Helpline

Abbott will use its best efforts to deliver products on the date requested but does not provide any guarantee of delivery. All delivery dates are given for general guidance only and Abbott is not liable in any way for late delivery of products.

Products must be signed for at the delivery address provided by you or your nominated representative unless you have provided the Abbott Nutrition Hospital2Home Helpline team with confirmation that the products can be left in a secure location without signature.

If you have provided the Abbott Nutrition Hospital2Home Helpline with confirmation that the products can be left in a secure location without signature, the products will be delivered to this location. If you have not provided confirmation of this and no one is available to accept and sign for your delivery, a card will be left by the delivery driver. A second delivery will be attempted for the next working day. If no one is available to accept and sign for your delivery on the second attempt, a second card will be left by the delivery driver. After three unsuccessful delivery attempts, the goods will be returned to Abbott Nutrition.

It is important to keep your information up to date at all times. Abbott does not accept any liability for failed deliveries as a result of incorrect information retained in the Abbott Website.

COLLECTION OF PUMPS

The Abbott Website allows you to arrange for your Abbott pump to be collected.

Pumps can only be collected from the address entered onto the Abbott Website.

Abbott will use its best efforts to collect pumps on the date requested but does not provide any guarantee of collection date. All collection dates are given for general guidance only and Abbott is not liable in any way for late collection of pumps.

If no one is available to provide the pump you will be contacted by the Abbott Nutrition Hospital2Home Helpline to arrange for collection of the pump on a different date, or you can contact us on 0800 0183799 or by email at Abbott.Hospital2Home@nhs.net.

ERRORS AND SHORTAGES

Abbott will use all reasonable endeavours to process delivery requests according to the information entered into the Abbott Website. In the event that there is any error or shortage in the products received, please contact the Hospital2Home Nutrition Helpline immediately.

AVAILABILITY AND ACCESS

Abbott will use reasonable efforts to make the Abbott Website available 24 hours a day, 7 days a week. However, Abbott cannot guarantee this and takes no responsibility for any loss or damage that occurs due to an interruption of access to or availability of the Abbott Website. Abbott may interrupt, suspend, withdraw, discontinue or change any or all of the Abbott Website without notice and for any reason.

In the event that you would like to enter product information or arrange a delivery date and the Abbott Website is not available, please contact the Abbott Nutrition Hospital2Home Helpline.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Online Terms of Use and other applicable terms and conditions and that they comply with them.

If you choose to access the Abbott Website through a mobile device, then you are responsible for any data charges incurred. Abbott has no responsibility for these charges. You are advised to contact your network provider to understand the charges that may be applicable.

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 - Business interruption;
 - Loss of anticipated savings;
 - Loss of business opportunity, goodwill or reputation; or
 - Any indirect or consequential loss or damage.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the Abbott Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Abbott Website. You should use your own virus protection software.

You must not misuse the Abbott Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Abbott Website, the server on which the Abbott Website is stored or any server, computer or database connected to the Abbott Website.

You must not attack the Abbott Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Abbott Website will cease immediately.

YOUR USE

You understand, acknowledge, and agree to the following:

1. By using the Abbott Website, you agree not to disrupt or intercept our electronic information posted on the Abbott Website or on any of our servers. You also agree not to attempt to circumvent any

security features of the Abbott Website, and to abide by all applicable, national and international laws, rules and regulations.

2. You grant to Abbott the right to use all content you upload or otherwise transmit to the Abbott Website, subject to these Online Terms of Use and Abbott's Privacy Policy in any manner Abbott chooses, including, but not limited, to copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it. To the extent allowed by applicable law you waive any moral rights you may have to content you upload or otherwise transmit to the Abbott Website (if any).
3. Except as expressly stated and agreed upon in advance by Abbott, no confidential relationship shall be established in the event that any user of the Abbott Website should make any oral, written or electronic communication to Abbott (such as feedback, questions, comments, suggestions, ideas, etc.). If the Abbott Website requires or requests that such information be provided, and that such information contains personal identifying information (e.g., name, address, phone number, email address), Abbott shall obtain, use and maintain it in a manner consistent with our Privacy Policy. Otherwise, such communication and any information submitted therewith shall be considered non-confidential, and Abbott shall be free to reproduce, publish or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to Abbott is fully responsible for its content, including its truthfulness and accuracy and its non-infringement of any other person's proprietary or privacy rights.

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These Online Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.