

## **WEBSITE TERMS OF USE**

### **1. INTRODUCTION**

Any access to and use of the website (<https://uk.mpn.your-symptom-questionnaire.com/>) (“Website”) is subject to the Website Terms of Use set forth herein. By accessing and browsing the Website, you accept, without limitation or qualification, these Website Terms of Use, unconditionally agree to comply with them and acknowledge that any other agreements relating to the Website between you and Observia and/or Novartis Pharma AG (collectively, “Providers”) are superseded and of no force or effect. If you do not agree to these Website Terms of Use, you must not use the Website.

The Providers reserve the right to change these Website Terms of Use from time to time by updating it without prior announcement, notice or warning of any kind. By continuing to access to the Website after any such changes, you unconditionally and fully understand, agree and accept to follow and be bound by these Website Terms of Use as changed. You should therefore periodically visit this page to review the then-current Website Terms of Use which you are bound to, regardless of your failure to review any updated Website Terms of Use.

### **2. REGISTRATION**

For patients who are not registered on the Website yet, the Website offers the opportunity to register online. You can use all functions of the Website after the registration although you can access and use part of the function of the Website without registration.

The Providers reserve the right to refuse or cancel any registration in its sole discretion.

### **3. YOUR INFORMATION**

If you choose to register online, you will be asked to submit certain personal information, including health data. Your personal information will be handled in accordance with our [Privacy Notice](#).

### **4. USE OF THE WEBSITE**

The Website is an international website provided to you by the Providers. The intent of the Website is to support patients worldwide? to track their symptoms and other quality of life measures.

Following your registration, you can create your personal access information (user name and password) for accessing and using all functions of the Website. You are responsible for maintaining your password strictly confidential. You are solely responsible for all activity that occurs under your registration. You shall never use another user’s registration or allow any third party to use yours. You will immediately notify us in writing of any unauthorized use or unauthorized access of your registration.

You may download, display or print information from the Website solely for non-commercial personal use.

You must retain and reproduce each and every copyright notice or other proprietary rights notice(s) contained in any information you download from the Website. You may not, however, distribute, modify, transmit, reuse, repost, or use, or let third parties do any of the foregoing, the content of the Website for public, commercial or other purposes other than the non-commercial personal use purpose specified above, including the text, images, audio and video or any other materials in any format created and in any platform contained, without the prior written permission of the Providers. You should assume that everything you see or read on the Website is copyrighted unless otherwise noted and may not be used except as provided in these Website Terms of Use or in the text on the Website without the written permission of the Providers. The Providers neither warrant nor represent that your use of materials displayed on the Website will not infringe rights of third parties not owned by or affiliated with the Providers.

With the exception of the foregoing limited authorization, no license to or right in any copyright or any other intellectual property right of the Providers or of any other party is granted or conferred to you.

The Website may contain or reference trademarks, patents, proprietary information, technologies, products, processes or other proprietary rights of the Providers and/or other parties. No license to or right in any such trademarks, patents, trade secrets, technologies, products, processes and other proprietary rights of the Providers and/or other parties is granted to or conferred upon you.

The information provided in the Website may contain technical inaccuracies or typographical errors. The Providers reserve the right to make changes, corrections and/or improvements to the information, and to the products and programs described in such information, at anytime without announcement, notice or warning of any kind.

Except for personal information covered by our separate Privacy Notice, any communication or material you transmit to the Website by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential, nonproprietary and the Providers shall have no obligation of any kind with respect to such information. Anything you transmit or post must not infringe any third party right, and in addition, it shall become the property of the Providers or its affiliates and may be used for any purpose, including, but not limited to, reproduction, use, disclosure, transmission, publication, broadcast and posting without limitation. Furthermore, the Providers are free to use, without compensation to you, any ideas, concepts, know-how, or techniques contained in any communication you send to the Website for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

The Website is not a medical device. The Website, and the information generated by it, should not be used as a basis for any diagnosis, monitoring, management or treatment of any medical condition. The information provided in the Website is provided by the Providers for general information purposes only and does not provide complete medical information. It is not intended to, and does not provide a means for you to self-diagnose any medical condition.

Nothing contained in the Website is intended to replace a physician-patient relationship, or to be a substitute for medical advice. Never disregard professional advice or delay in seeking treatment based on the information contained in the Website. The Website does not offer personalized medical diagnosis or patient-specific treatment advice. The calculations, results, and/or summaries generated by the Website must be professionally verified by a licensed medical doctor or other licensed medical professional via currently approved assessment tools and practices to be of any clinical value.

You should not construe anything on the Website as a promotion or advertisement for any product or for the use of any product that is not authorized by the laws and regulations of your country of residence.

## **5. LIABILITY**

While the Providers use reasonable efforts to include accurate and upto-date information in the Website, the Providers make no warranties or representations with respect to the content of the Website, which is provided “as is.” The Providers accept no responsibility or liability whatsoever arising from or in any way connected with the use of the Website or its content. In particular, the Providers will not be liable for the accuracy, completeness, adequacy, timeliness, or comprehensiveness of the information contained on the Website. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

The Providers assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Website or your downloading of any materials, data, text, images, video, or audio from the Website.

You acknowledge that the Website may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance or because of other causes beyond Observia’s and Novartis’ reasonable control.

The Providers reserve the right to interrupt or discontinue any or all of the functionality of the Website. The Providers accept no responsibility or liability whatsoever for any interruption or discontinuance of any or all functionality of the Website, whether the result of actions or omissions of the Providers or a third party.

## **6. LINKS TO THE WEBSITE**

The Providers shall have no responsibility to review, nor liability for, any or all of the third-party websites which contain links to the Website and is not responsible for their content or any links to the Website. If you wish to link your website to the Website, you may only link to the home page, provided that you do so in a way that is fair and legal and does not damage the Providers’ reputation, have a detrimental effect on the Providers or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement. The Providers reserve the right to withdraw linking permission without announcement, notice or warning of any kind. You may not link to any other pages within the Website without the prior written consent of the Providers. Quotation or use of one or more

portions of the Website in the website of any third parties without obtaining the prior written consent of the Providers is likewise prohibited.

## **7. LINKS TO THIRD PARTY WEBSITES**

Links to third-party sites may be provided for the interest or convenience of you. Please be informed that the terms of use and privacy policy of the third-party sites may be different. However, the linked sites may not be under the control of the Providers and the Providers accept no responsibility for the contents of any linked sites or any link contained in a linked site, or any changes or updates to such sites. The Providers accept no liability for links from the Providers to others, and in particular the Providers are not responsible for the accuracy, fitness for any particular purpose or legality of the content thereof. We accept no liability deriving from any breach or omission in the privacy policies of third parties. Any such links to third-party sites are provided to you only as a convenience and should not be interpreted as, or imply, endorsement by the Providers of those websites. The Providers will not be liable for any loss or damage howsoever that may arise from your use of them.

## **8. COOKIES**

This Website uses cookies that are strictly necessary for the website to function and cannot be switched off in our systems. You can set your browser to block or alert you about these cookies, but some parts of the Website will not then work. These cookies do not store any personal information.

## **9. SEVERABILITY CLAUSE**

Should any provision of these Website Terms of Use be or become invalid or unenforceable as a whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby.

## **10. WAIVER**

The Providers' failure to act with respect to a breach by you or others of these Website Terms of Use does not waive the Providers' right to act with respect to similar or other breaches.

## **11. GOVERNING LAW, CONSEQUENCES**

The provisions of these Website Terms of Use are subject to Swiss law without regard to its conflict of laws principles. Any legal action or proceeding related to the Website shall be brought exclusively in the courts of Basel Stadt, Switzerland.

If the Providers become aware that you have violated any of these Website Terms of Use, the Providers may immediately take corrective action, including preventing you from using the services offered by the Providers and removing any information, data and content you put on the Website, at any moment and without notice. If the Providers have been injured by your violation, the Provider may, in its sole discretion, seek to recover damages from you.