



## **CONNECTED – STRONGER TOGETHER**

### **TERMS OF PATIENT SUPPORT PROGRAMME**

#### **INTRODUCTION**

Connected – Stronger Together is a patient support programme that Novartis sets up in order to provide certain support to patients that have been independently prescribed with a Novartis treatment (the "**Patient Support Programme**").

By completing the Enrolment Process, you agree to be bound by these Terms of Patient Support Programme ("**PSP Terms**").

These PSP Terms include the applicable Privacy Notice (accessible via <https://www.novartis.com/uk-en/privacy-policy>), which is also applicable to you:

If you do not agree to any of these PSP Terms,

- you must not complete the Enrolment Process (as further detailed in the 'Enrolment Process' section below), and
- (if you may have completed the Enrolment Process) you must promptly follow the Termination Process (as further detailed in the 'Termination Process' section below) to cancel your enrolment onto the Patient Support Programme.

#### **FOR USE IN THE UNITED KINGDOM ONLY**

The Patient Support Programme is exclusively for individuals permanently residing in the United Kingdom only.

If you are not an individual permanently residing in the United Kingdom, you must not enrol onto the Patient Support Programme, and (if you may have completed the Enrolment Process) your enrolment is cancelled immediately and automatically.

#### **NO PROMOTION**

The Patient Support Programme intends to be used exclusively by individuals that have been independently prescribed the PSP Product.

Neither the availability of the Patient Support Programme nor any part of the Patient Support Programme shall be construed as a promotion or advertisement for any product or services offered by Novartis (including any of its affiliates) in the United Kingdom or anywhere else.

#### **OUR LIABILITY**

If we breach these PSP Terms, we are responsible for losses you suffer caused by such breach, but we are not responsible for any loss that may be:

- unexpected or unforeseeable,

- caused by any event or issue outside of our sole control,
- avoidable by you promptly taking reasonable action (including inaction), such as consulting with your physician,
- a business loss, such as loss of profit, loss or interruption of business, loss or damage of goodwill and loss of opportunity, or
- incurred by a non-consumer

This 'Our Liability' section will continue to apply at or after the termination of these PSP Terms.

## ABOUT US AND HOW TO CONTACT US

The Patient Support Programme is operated by Novartis Pharmaceuticals UK Limited (in these PSP Terms, "**we**", "**our**", "**us**" or "**Novartis**"), which is a limited liability company registered in England, with company number 00119006 and registered office at 2nd Floor, The Westworks Building, White City Place, 195 Wood Lane, London W12 7FQ, the United Kingdom.

If you have any questions, comments or complaints in relation to the Patient Support Programme or these PSP Terms, please contact us by email at [psp.uk@novartis.com](mailto:psp.uk@novartis.com) (or alternatively, if you have any questions in relation to the Patient Support Programme (including the Enrolment Process), please call 017 9433 1148).

## PURPOSE OF THE PATIENT SUPPORT PROGRAMME

The aim of the Patient Support Programme is to provide you with treatment, disease, symptoms, emotional and/or well-being support in connection with the Novartis treatment to which the Patient Support Programme relates (the "**PSP Purpose**").

You must not use any information (including materials, such as emails, messages, text, images, audio and video recordings, information provided as part of any conversation, irrespective of whether such information or material is available in digital form, physical form or otherwise, and any digital platform) provided to you as part of the Patient Support Programme (the "**PSP Information**") for any other purpose.

The Patient Support Programme (including any PSP Information) is not intended to provide, or substitute, medical advice. No part of the Patient Support Programme is intended to offer medical diagnosis or patient-specific treatment advice.

If you have any queries in relation to your medical treatment, please contact your physician. In case of emergency, please use the appropriate emergency number.

## PATIENT SUPPORT PROGRAMME DETAILS

The Patient Support Programme is only available to you, if you:

- have been independently prescribed the Novartis treatment to which the Patient Support Programme relates (in these PSP Terms, the "**PSP Product**"), and
- are permanently residing in the United Kingdom

(together, the "**PSP Eligibility Criteria**").

If you are no longer being prescribed with the PSP Product or you no longer permanently reside in the United Kingdom, you must promptly inform us of this.

As part of the Patient Support Programme:

- (a) If you have opted for dose reminders or other reminders (such as nurse call reminders) via short message services (commonly referred to as "**SMS**", which is also known as texting for mobile phones), an applicable reminder will be sent to you via SMS to your registered mobile phone number (provided as part of the Enrolment Process, and as updated by you from time to time in accordance with these PSP Terms) .
- (b) If you have opted for information emails, an email will be sent to your registered email address (provided as part of the Enrolment Process, and as updated by you from time to time in accordance with these PSP Terms) from time to time. Such email may contain, for example, educational materials and emotional support materials – please note that none of these emails is intended to provide, or substitute, medical advice.
- (c) If you have opted for nurse calls, a nurse (provided via IQVIA IES UK Limited) will call you via your registered mobile phone number (provided as part of the Enrolment Process, and as updated by you from time to time in accordance with these PSP Terms) from time to time, to, for example, provide educational and emotional support – please note that none of these calls is intended to provide, or substitute, medical advice.

Please note that:

- notwithstanding the Patient Support Programme, you remain solely responsible for your own treatment. If you have any medical-related questions or concerns (including, for example, dosage and frequency of your treatment and any of your symptoms), please consult with your physician,
- we do not verify the accuracy of completeness of any information that you provide to us (or to any of our third-party suppliers) and you must ensure that any information that you provide to us (including to any of our third-party suppliers) is complete, accurate and up to date, and
- the Services may, for example, depend on services (such as hardware and software) provided by third parties (such as telecommunications providers), which are outside of our sole control, and accordingly, we do not guarantee that any of the Services will (i) always be available or be uninterrupted (i.e. time is not of the essence for the purposes of these PSP Terms), or (ii) be error-free.

## **CHANGES TO THE PATIENT SUPPORT PROGRAMME**

The Patient Support Programme is made available free of charge to you, and we do not guarantee that any part of the Patient Support Programme will always be available or be uninterrupted.

We may (without notice) suspend or restrict all or any part of the Patient Support Programme from time to time, in order to, for example, deal with technical issues or make technical changes. We may (at our discretion) determine whether you should be notified of such suspension or restriction, taking into account, for example, the circumstances and the potential impact on the Patient Support Programme.

We may change all or any part of the Patient Support Programme from time to time. Before we do so, we will notify you at least 30 days in advance.

## **INFORMATION / MEDICAL INFORMATION**

We do not verify the accuracy of completeness of any information that you provide to us (or to any of our third-party suppliers) in relation to the Patient Support Programme (such as your contact details provided as part of the Enrolment Process and your status of any of the PSP Eligibility Criteria). You must ensure that such information is complete, accurate and up to date.

Any PSP Information is intended for general information purposes only. Any PSP Information provided is not intended to provide, or substitute, medical advice. No part of the Patient Support Programme is intended to offer medical diagnosis or patient-specific treatment advice.

Each PSP Information must be used as a whole. You must not use any part of each PSP Information in any isolated or separated manner.

If you have any queries in relation to the Patient Support Programme, please call 017 9433 1148 (or alternatively, please contact us by email at [psp.uk@novartis.com](mailto:psp.uk@novartis.com)).

If you have any queries in relation to your medical treatment, please contact your physician. In case of emergency, please use the appropriate emergency number.

### **How do you update information provided?**

If you would like to update any of information that you provided to us (including the status of any of the PSP Eligibility Criteria), please call 017 9433 1148.

### **ENROLMENT PROCESS**

In order to enrol onto the Patient Support Programme, you must follow the enrolment process for the Patient Support Programme (as required and/or updated by us from time to time) (the "**Enrolment Process**").

For the purposes of these PSP Terms, the Enrolment Process is only completed when a confirmation email from us, confirming your enrolment onto the Patient Support Programme, is sent to you.

### **TERMINATION PROCESS**

For the purposes of these PSP Terms, the "**Termination Process**" is as follows.

- You may cancel your enrolment onto the Patient Support Programme by following the available cancellation process from time to time (such as cancelling via the link provided in our email) or by calling 017 9433 1148.
- The Patient Support Programme is made available free of charge to you, and we may cancel the Patient Support Programme by notifying you at least 30 days in advance.
- If you are no longer independently prescribed with the PSP Product, your enrolment onto the Patient Support Programme will be cancelled immediately and automatically.
- If you are no longer permanently residing in the United Kingdom, your enrolment onto the Patient Support Programme will be cancelled immediately and automatically.

When your enrolment onto the Patient Support Programme is cancelled (for whatever reason, including other reasons set out in these PSP Terms), or when the Patient Support Programme is cancelled, you must immediately and permanently destroy all PSP Information. We may ask you to confirm to us that the permanent destruction of all PSP Information was carried out, and you will promptly confirm this to us.

### **INTELLECTUAL PROPERTY (SUCH AS TRADEMARKS AND COPYRIGHT)**

You should assume that all product names, logos and brand names appearing on any PSP Information, whether or not appearing in large print or with the trademark symbol, are registered trademarks of Novartis (including any of its affiliates).

You should assume that everything you see, hear or other encountered as part of the Patient Support Programme (including any PSP Information) is protected by copyright.

Any PSP Information may also contain or reference patents, proprietary information, technologies, products, processes or other proprietary rights or intellectual property rights of Novartis (including any of its affiliates) and/or other parties. No licence to or rights in any such proprietary rights or intellectual property rights is granted to, or conferred on, you.

Notwithstanding the above, you have a licence to use any PSP Information in accordance with these PSP Terms.

You may print off one copy, or may download one copy, of any PSP Information for your personal use only. If you do so, you must not (a) modify such copy in any way, (b) create any further copy (digital, physical or otherwise), or (c) distribute, transmit, reuse or repost any PSP Information (including its copy) (including any link to such PSP Information (including its copy)), or otherwise use such copy for any purpose (other than for the PSP Purpose).

This 'Registered Trademarks and Other Intellectual Property' section will continue to apply at or after the termination of these PSP Terms.

## **YOUR BREACH**

If you breach any of these PSP Terms, we may cancel your enrolment onto the Patient Support Programme immediately, and ask you to carry out remediation steps (such as immediately returning to us and/or immediately and permanently destroying any PSP Information (including any information or material that you derived from any PSP Information)). You will promptly carry out such remediation steps.

## **USE OF PERSONAL INFORMATION**

We will use your personal information as set out in the applicable Privacy Notice, accessible via <https://www.novartis.com/uk-en/privacy-policy>.

## **LINKS**

You must not create or otherwise establish (in each case, whether directly or indirectly) any link to any PSP Information without our written consent in advance.

Save for the materials that have been approved by us in writing and in advance, we have not reviewed any material that contains links to any PSP Information. For the purpose of the Patient Support Programme, you should only use the links contained in the PSP Information that we approved in writing and in advance.

Where any PSP Information contains links to other sites or content provided by a third party, such links or content are provided for your information and for your reference only. We have no control over such links or content and accordingly, cannot be held responsible in any way for such links or content.

## **NOVARTIS IS NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that any PSP Information is free from viruses, trojans, malware and/or any other malicious or harmful material (together, "**Viruses**").

You are responsible for configuring your information technology, computer programmes and platform to access any PSP Information. You should use your own software for protecting against any of the Viruses.

You must not misuse any PSP Information by (a) knowingly introducing any of the Viruses, or (b) otherwise harmfully interacting with any part of any PSP Information.

You must not attempt to gain unauthorised access to any PSP Information, the server on which any PSP Information is stored or any server, computer or database connected to any PSP Information or any other equipment or network connected with any PSP Information.

You must not interfere with, damage or disrupt any software used in the provision of any PSP Information or any equipment or network or software owned or used by any third party on which any PSP Information relies in any way.

You must not attack any PSP Information via a denial-of-service attack or a distributed denial-of-service attack.

By breaching any of these provisions, you may have committed a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In the event of such breach, your enrolment onto the Patient Support Programme will cease immediately and automatically.

## **IMPLIED TERMS**

To the fullest extent permitted by the applicable laws and regulations, all implied terms, conditions, warranties and representations are excluded from these PSP Terms.

## **CHANGES TO THESE PSP TERMS**

We may amend these PSP Terms from time to time. Please visit [www.fabhalta-connected-stronger-together.co.uk](http://www.fabhalta-connected-stronger-together.co.uk) and the other links referred to in these PSP Terms to ensure that you understand the terms applicable.

We may transfer our rights and obligations under these PSP Terms to another organisation.

## **OTHER TERMS**

### **Entire Agreement**

These PSP Terms constitutes the entire agreement between you and us, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us (including third party who may be acting on our behalf), whether written or oral, relating to its subject matter.

You will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these PSP Terms. You will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these PSP Terms.

### **Severability**

If any provision (in whole or in part) of these PSP Terms is or becomes illegal, invalid or unenforceable:

- the legality, validity and enforceability of any other provision, or part-provision, of these PSP Terms will not be affected, and
- such illegal, invalid or unenforceable provision or part-provision will be modified to the minimum extent necessary to make it valid, legal and enforceable, provided such modification reflects a reasonable business person's original intent (taking into account, for example, the free of charge nature of the Patient Support Programme).

### **Third party rights**

These PSP Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these PSP Terms.

The rights of you or us to rescind or vary these PSP Terms are not subject to the consent of any other person.

### **GOVERNING LAW AND JURISDICTION**

These PSP Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, them or their subject matter or formation, shall be governed by, and construed in accordance with, English law.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these PSP Terms (including non-contractual disputes or claims, or its subject matter or formation), except if you are a habitual resident of:

- Scotland, you may bring proceedings via the courts of Scotland, or
- Northern Ireland, you may bring proceedings via the courts of Northern Ireland.