

## **CONTROLLED ACCESS SYSTEM**

### **TERMS OF USE**

#### **INTRODUCTION**

By accessing, browsing or otherwise using the portal within the domain of this controlled access system ("**Portal**"), you agree to be bound by these Terms of Use ("**Terms**").

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

You are responsible for ensuring that (a) all persons who access the Portal through your internet connection are aware of these Terms, and (b) these persons comply with these Terms.

If you do not agree to any of these Terms, you must not use the Portal and please contact us to discuss your concerns. If you have any questions, comments or complaints in relation to the Portal, please contact your local Novartis representative, or email [medinfo.phauno@novartis.com](mailto:medinfo.phauno@novartis.com) or as otherwise directed by Novartis or IQVIA.

#### **FOR USE IN AUSTRALIA ONLY**

The Portal intends to be used exclusively by healthcare professionals and homecare services providers in Australia only.

- Such healthcare professional must (a) be validly registered (and continuously validly registered) with the Australian Health Practitioner Regulation Agency (AHPRA) and (b) not be the process of being disqualified to practise anywhere in the world (including Australia) or having their registration removed from AHPRA. .
- Such homecare services providers must have a valid contract with us in relation to providing homecare services relating to the medicine to which the Portal relates.

Neither the Portal nor any content available on or through the Portal is appropriate for use in any other location, and you must not access the Portal from anywhere (outside of Australia).

#### **NO PROMOTION**

Nothing on the Portal shall be construed as a promotion or advertisement for any product or services offered by Novartis (including any of its affiliates) in Australia or anywhere else.

## **OUR LIABILITY**

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Portal, or
- use of or reliance on any content displayed on the Portal.

For the avoidance of doubt, we will also not be liable for:

- loss of profits, sales, business, or revenue,
- any interruption,
- loss of anticipated savings,
- loss of opportunity, goodwill or reputation, or
- any indirect or consequential loss or damage (including, for example, costs and professional fees and disbursements).

Notwithstanding the above, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.

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

## **ABOUT US AND HOW TO CONTACT US**

The Portal is funded by Novartis Pharmaceuticals Australia Pty Ltd (ABN: 18 004 244 160) (in these Terms, "**we**", "**our**", "**us**" or "**Novartis**"). If you have any questions or comments in relation to these Terms, please contact your local Novartis representative or email [medinfo.phauno@novartis.com](mailto:medinfo.phauno@novartis.com).

The portal is created, operated and managed by IQVIA Commercial GmbH & Co OHG (in these terms, "IQVIA"). If you have any questions, comments or complaints in relation to the portal, please contact your local Novartis representative or email [medinfo.phauno@novartis.com](mailto:medinfo.phauno@novartis.com).

## **PURPOSE OF THE PORTAL**

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The Portal is part of the risk management plan mandated by our regulator (Therapeutic Goods Administration (TGA)) (specifically for the medicine to which the Portal relates.

The sole purpose of the Portal is to enable you:

- (as a healthcare professional)
- to generate a unique patient identification number ("**Patient ID**"), by confirming the required details (as required by TGA from time to time) of each patient for whom you have exercised your independent clinical judgement and independently decided to prescribe the medicine to which the Portal relates. You will then share each Patient ID generated with us to enable us to dispatch the medicine to which the Portal relates for the patient of whom such Patient ID represents, and
- to review the details of the patient of whom such Patient ID represents, and
- (as a homecare services provider) to validate each Patient ID for dispatching the medicine to which the Portal relates for the patient of whom such Patient ID represents

(together, the "**Portal Purpose**").

You must not use the Portal for any other purpose (other than those expressly authorised in these Terms).

For the avoidance of doubt, the Portal is not a medical device (whether regulated or not).

## **CHANGES TO THE PORTAL**

The Portal 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.

We do not guarantee that any part of the Portal will always be available or be uninterrupted.

We may (without notice) suspend or restrict all or any part of the Portal 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 Portal.

We may change any part of the Portal from time to time. Before we do so and if such change may materially impact you, we will notify you within a reasonable timeframe.

## **INFORMATION / MEDICAL INFORMATION**

Due to the nature of the Portal as described in the 'Purpose of the Portal' section above, only information (including questions) required to achieve the Portal Purpose is included in the Portal. Nothing in the Portal shall be construed as providing any advice (including any medical advice) to you.

## **LOG-IN CREDENTIALS**

The Portal requires secured log-in credentials (including a registered email address and password) for you to access. You must treat such log-in credentials as strictly confidential. You must not disclose such log-in credentials to any other person.

We have the right to disable any log-in credentials at any time, if in our reasonable opinion you have failed to comply with any of these Terms.

If you know or suspect that anyone (other than you) knows your log-in credentials, you must promptly change your password and notify your local Novartis representative or email [medinfo.phauno@novartis.com](mailto:medinfo.phauno@novartis.com), or as otherwise directed by Novartis or IQVIA.

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

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

You should assume that everything you see, hear or other encountered on, or via, the Portal is protected by copyright.

The Portal 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 the Portal in accordance with these Terms.

If you download or print any part of the Portal (including any material (including documents) generated from the Portal), you must not (a) modify such copy in any way, or (b) distribute, transmit, reuse or repost such copy (including any link to such copy), or otherwise use such copy for any purpose (other than for (i) the Portal Purpose, (ii) the care of the patient to whom such copy relates, or (iii) necessary legal purposes (up to the minimum extent required by laws)).

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

## **YOUR BREACH**

If you breach any of these Terms,

- you must notify us in writing immediately with the details of such breach,
- (even if you do not notify us of your breach in writing)

your licence to use the Portal will be revoked immediately and automatically, and

- we may ask you to carry out remediation steps and 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/au-en/privacy-policy> respectively.

## **LINKS**

You must not create or otherwise establish (in each case, whether directly or indirectly) any link to the Portal (including any part of the Portal) 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 the Portal. You should only use the links to the Portal contained in materials that we approved in writing and in advance.

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

We do not guarantee that the Portal 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 the Portal. You should use your own software for protecting against any of the Viruses.

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

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

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

You must not attack the Portal via a denial-of-service attack or a distributed denial-of-service attack.

By breaching any of these provisions, you may have committed an offence. We will report any such breach to the relevant law enforcement and regulatory authorities and co-operate with those authorities by disclosing your identity to them. In the event of such breach, your right to use the Portal 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 Terms.

## **CHANGES TO THESE TERMS**

We may amend these Terms from time to time. Please visit the Portal and the other links referred to in these Terms to ensure that you understand the terms applicable.

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

## **OTHER TERMS**

### **Entire agreement**

These Terms constitute 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 Terms. You will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

### **Severability**

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

- the legality, validity and enforceability of any other provision, or part-provision, of these 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 Portal).

### **Third-party rights**

These Terms do not give rise to any rights to any third parties to enforce any of these Terms.

Our rights to rescind or vary these Terms are not subject to the consent of any person.

### **GOVERNING LAW AND JURISDICTION**

These 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, Australian law.

The courts of Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms (including non-contractual disputes or claims, or its subject matter or format