



Please read the following Terms & Conditions of Use and Patient Privacy Notice carefully.

The Terms & Conditions of Use include important information that governs your use of the ABILIFY MYCITE® System.

The Patient Privacy Notice describes how your information is collected, used, shared, and protected through your use of the ABILIFY MYCITE® System.

By clicking “I accept” below, you acknowledge that you have read and understand the Terms & Conditions of Use and the Patient Privacy Notice, you accept both of these agreements, and you intend to be bound by and to sign them.

TERMS & CONDITIONS OF USE

Welcome to the Terms & Conditions of Use (the “Terms of Use”) for the ABILIFY MYCITE® System (the “System”). The System includes several components:

- ABILIFY MYCITE (oral aripiprazole tablets embedded with an Ingestible Event Marker (IEM) sensor)
- MYCITE® Patch (wearable sensor) (the “Patch”)
- MYCITE® APP (a smartphone application specially designed for patient use) (the “APP”)
- Web-based portals (one interface through which patient-selected health care providers can access ABILIFY MYCITE information, and a second interface through which patient-selected family members and friends can access ABILIFY MYCITE information) (each a “Portal” and together the “Portals”)

The System tracks medication ingestion. The System is also designed to collect data on patient activity level, rest, and mood. The System can display ingestion data and information on activity level, rest, and mood to the patient and to patient-selected health care providers as well as patient-selected family members and friends who serve as caregivers. The System provides a personal health record that is managed, shared, and controlled primarily by and for the patient.

These [Terms of Use](#) consist of the terms and conditions noted below, together with the terms set forth in the relevant [ABILIFY MYCITE Privacy Notice](#) (as amended from time to time). Please read these Terms of Use carefully.

These Terms of Use apply to all users of the System, including patients as well as patient-selected health care providers, family members, and friends (“user” or

“you/your”). These Terms of Use govern your use of the System and any associated applications or services owned or controlled by Otsuka America Pharmaceutical, Inc. or any of its affiliates or alliance companies (including its employees and contractors, “Otsuka” or “us/we/our”). Use of the System is offered to you conditioned upon your acceptance without modification of these Terms of Use. Your use of the System constitutes agreement to these Terms of Use.

IMPORTANT INFORMATION FOR PATIENTS

Your selected doctors (or other health care providers), family members, and friends can see information about you, including health information, that is collected through the ABILIFY MYCITE System.

- Through the onboarding process, you are agreeing and asking us to release certain information to your doctors (or other health care providers), family members, and friends based on selections you make through your use of the APP.

This does not mean that your selected doctors (or other health care providers), family members, or friends will look at any information about you that is collected through the ABILIFY MYCITE System.

- Your selected doctors (or other health care providers), family members, or friends will make their own choices about whether and when to view information available through the relevant Portal.
- Do not expect that your selected doctors (or other health care providers), family members, or friends will access or review information about you collected through the ABILIFY MYCITE System, or know about any changes in your health.
- Keep in mind that your selected doctors (or other health care providers), family members, and friends will not have access to any information about you collected through the ABILIFY MYCITE System in real time.

Your doctor (or other health care provider) will use professional judgment to treat you. So, you should keep in contact with your doctor.

- This means that you should not expect or demand that your doctor (or other health care provider) will look at information about you collected through the ABILIFY MYCITE System at any regular intervals—hourly, daily, weekly, monthly, etc.
- You agree and consent that this System is not intended or designed to be a monitoring program (even if your doctor or other health care provider agrees to

accept your invitation to receive health information about you that is collected by the System).

- The System is not a substitute for your direct communication with your doctor (or other health care provider).

The ABILIFY MYCITE System does not give medical advice.

- NO COMMUNICATION FROM THE SYSTEM TO YOU WILL INCLUDE OR CONSTITUTE MEDICAL ADVICE.
- DO NOT IGNORE OR DELAY OBTAINING PROFESSIONAL MEDICAL ADVICE BECAUSE OF INFORMATION GATHERED THROUGH USE OF THE SYSTEM.
- IN CASE OF A HEALTH EMERGENCY, CALL FOR EMERGENCY SERVICES (911) OR GO TO YOUR LOCAL EMERGENCY ROOM.

You are solely responsible for the accuracy of contact information you provide so we can send Portal invitations to your doctors (or other health care providers), family members, and friends.

- The ABILIFY MYCITE System will send Portal invitations to your doctor (or other health care providers), family members, and friends, as you choose, using email addresses you provide through the APP.
- The ABILIFY MYCITE System does not verify whether email addresses you provide are correct.
- Please take care to confirm the accuracy of email addresses you provide when you use the APP to connect to your doctor (or other health care providers), family members, and friends. Failure to do so could result in a Portal invitation being sent to a stranger.

We are not responsible for the security of any invitation recipient's email system or for the security practices of invitation recipients.

- We are not responsible for the security of the email system used by any doctor (or other health care provider), family member, or friend whom you invite to connect through the System. We cannot guarantee that information will be encrypted on such email systems.
- Your personal information could be accessible to others if the invitation recipient does not keep your personal information secure and private.

IMPORTANT INFORMATION FOR DOCTORS AND OTHER HEALTH CARE PROVIDERS

If you prescribe ABILIFY MYCITE for any of your patients, please be sure your patients have your correct email address before they begin using the System. This email address will be needed to send you an invitation to connect to the patient through the System. If a patient inputs an incorrect email address, patient information may be shared with a stranger.

For all health care providers, if an ABILIFY MYCITE patient sends you an invitation asking to connect with you, you can elect to accept or decline the request. If you accept the patient's request, you should not expect that the patient's health information will be sent to you, nor should you demand to have such information sent to you. Rather, after accepting the patient's invitation, you may access whatever information the patient has elected to share with you by logging into the Portal. You should use and safeguard patient information collected and shared with you through the ABILIFY MYCITE System in accordance with your professional judgment and as required by all applicable laws, rules, and regulations.

You should be aware that an ABILIFY MYCITE patient may choose to disconnect from you at any time or may choose to limit the information you receive from the System. It is important that you respect the patient's choices.

We may ask you to participate in surveys, questionnaires, and other activities from time-to-time to share insights about your experience with the System. We will use your responses to help us improve the System and related services.

IMPORTANT INFORMATION FOR FAMILY MEMBERS AND FRIENDS

If an ABILIFY MYCITE patient sends you an invitation asking to connect with you, you can elect to accept or decline the request. If you accept the patient's request, you should not expect that the patient's health information will be sent to you, nor should you demand to have such information sent to you. Rather, after accepting the patient's invitation, you may access whatever information the patient has elected to share with you by logging into the Portal. You should use and safeguard this information in accordance with any applicable laws, rules, and regulations. You should use your best efforts to maintain the confidentiality of patient information collected and shared with you through the ABILIFY MYCITE System. Misuse of the ABILIFY MYCITE System can result in legal action against you.

You should be aware that an ABILIFY MYCITE patient may choose to disconnect from you at any time or may choose to limit the information you receive from the System. It is important that you respect the patient's choices.

INFORMATION FOR ALL USERS

Privacy and Data Security

Otsuka maintains a separate Privacy Notice for each of the three ABILIFY MYCITE user groups: patients; health care providers; and family members and friends. The [Patient Privacy Notice](#) is posted to the APP. The [Health Care Provider](#) and [Family & Friends Privacy Notices](#) are posted to the relevant Portals. Additionally, patient information collected through the ABILIFY MYCITE System and related processes may be used and disclosed as described in the ABILIFY MYCITE [Patient Authorization & Consent](#) for Use & Disclosure of Information.

Please review the Privacy Notice relevant to you. The purpose of these Privacy Notices is to identify the information collected by the System, the steps that are taken to protect it, and your choices regarding how that information is used and shared. Your use of the ABILIFY MYCITE System is subject to the Privacy Notice relevant to you.

As part of your use of the System, you may be required to use a smartphone, tablet, or computer to enter, access, or update your personal information. You understand that you are responsible for safeguarding and securing your smartphone, tablet, or computer and any associated credentials (such as your account password). If you leave your smartphone, tablet, or computer unattended, or if it is lost or stolen, you understand that personal information may be accessible to others. The Portals will automatically log users out of accounts after 10 minutes of inactivity, and the APP will automatically log users out of accounts after 15 minutes of inactivity.

You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using smartphones, tablets, and computers, and you hereby expressly assume such risks. You acknowledge that Otsuka is not responsible for third-party access to your smartphone, tablet, computer, or the System that results from theft or misappropriation of your smartphone, tablet, or computer. We caution you to guard your smartphone, tablet, computer, and account password against any unauthorized access by others.

We are not responsible for the security of email systems used by any patients, nor are we responsible for the security of email systems used by any doctors (or other health care providers), family members, or friends whom patients may provide Portal access. We cannot guarantee that information will be encrypted on these email systems.

The System Does Not Provide Medical Advice

Use of the System is for informational purposes only, and does not constitute medical advice. All decisions relating to diagnosis or treatment of any medical condition are made by doctors and other health care providers involved in the patient's care. Doctors and other health care providers involved in the patient's care may use the System as a decision support tool, as they see fit in their professional judgment. OTSUKA IS NOT

RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, OR ANY OTHER INFORMATION OR SERVICES THAT ANY PATIENT MAY OBTAIN OR RECEIVE.

No Unlawful or Prohibited Use; Intellectual Property Rights

To use this System, you must be at least 18 years of age and fully able, competent, and authorized to enter into and be bound by these Terms of Use. Minor children are not eligible to use the System, and we ask that they do not submit any personally identifiable information to us. We do not knowingly attempt to solicit or receive any information from minor children. If you are under the age of 18, you are not authorized to access, or to submit any content or information to, either Portal or the APP.

Any misuse of the System will lead to the termination of your account at our sole discretion. You agree not to interrupt or attempt to interrupt the operation of the System in any way. Any conduct by you that, in our sole discretion, restricts, inhibits, or interferes with the ability of any other user to enjoy the System or infringes on the privacy of any other user of the System will not be tolerated, including by means of hacking, scraping, or defacing any portion of the System, or by engaging in spamming, flooding, or other disruptive activities.

You are granted a non-exclusive, non-transferable, revocable license to access and use the System strictly in accordance with these Terms of Use. As a condition of your use of the System, you agree and commit to Otsuka that you will not use this System for any purpose that is unlawful or prohibited by these Terms of Use. All components of the System, including any service, text, graphics, and images, as well as the compilation and design thereof, and any software or hardware used by the System, are the property of Otsuka and are protected by trademark, copyright, patent and other laws, rules, and regulations that protect intellectual property and proprietary rights. You agree to observe and abide by all proprietary notices, legends, and other restrictions.

The System, including materials and information contained on the System, is intended for individual use only and may not be used, sold, reproduced, distributed, or in any way disseminated by you. You will use the System solely for your personal use (for patients and their family members and friends) or professional use (for health care providers), and will make no other use of the System or its components without the express written permission of Otsuka and any other trademark owner. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit, in whole or in part, any components of the System. You agree that you do not acquire any ownership rights in the System or its components. We do not grant you any licenses, expressed or implied, to the intellectual property of Otsuka, except as expressly authorized by these Terms of Use.

Indemnification

Your Portal or APP use is at your own risk and you agree to indemnify, defend, and hold harmless Otsuka (including its affiliates, alliance companies, officers, directors, employees, agents, and subcontractors) for any losses, costs, damages, liabilities, and expenses (including reasonable attorneys' fees) incurred by Otsuka (including its affiliates, alliance companies, officers, directors, employees, agents, and subcontractors) relating to, or arising out of, your use of, or your inability or failure to use, the System; your violation of these Terms of Use; your violation of any rights of a third party; or your violation of any applicable laws, rules, or regulations. Otsuka reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Otsuka in asserting any available defenses.

Liability Disclaimer

Otsuka may make improvements and/or changes in the System at any time. OTSUKA MAKES NO REPRESENTATION ABOUT THE SUITABILITY, AVAILABILITY, OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OR IMAGES CONTAINED IN THE SYSTEM FOR ANY PURPOSE. THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OR IMAGES ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. OTSUKA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OTSUKA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR:

- LOSS OF USE OF DATA, OR LOSS OF DATA, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OR PERFORMANCE OF THE SYSTEM;
- DAMAGE, CORRUPTION, OR RECOVERY OF DATA COLLECTED OR MAINTAINED BY THE SYSTEM;
- IMPAIRED ABILITY, DELAYED ABILITY, OR INABILITY TO USE THE SYSTEM OR RELATED SERVICES; OR
- THE PROVISION OF, OR FAILURE TO PROVIDE, SERVICES OR ANY INFORMATION, SOFTWARE, OR PRODUCTS RELATED TO THE SYSTEM;

WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF OTSUKA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES OR DAMAGES WERE OTHERWISE FORESEEABLE.

Because some states or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any aspect of the System, or with any of these Terms of Use, you may discontinue use of the System at any time.

You acknowledge and agree that Otsuka has offered the System and entered into these Terms of Use in reliance upon the warranty disclaimers and the limitations of liability set forth above. You also acknowledge and agree that the warranty disclaimers and the limitations of liability set forth above form an essential basis of the bargain between you and Otsuka.

Applicable Law and Jurisdiction

These Terms of Use are governed by the laws of the state of Maryland. You hereby consent to the exclusive jurisdiction and the venue of the state and federal courts in Maryland to resolve any and all disputes arising out of or relating to these Terms of Use and to use of the System.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Otsuka as a result of these Terms of Use or due to use of the System. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in full force and effect. Our failure to enforce any right or provision of these Terms of Use, or otherwise prosecute any right with respect to a default hereunder, will not constitute a waiver by Otsuka of the right to enforce such rights with respect to the same or any other breach.

Changes to Terms of Use

Otsuka reserves the right, in its sole and absolute discretion, to change these Terms of Use at any time for any reason. Should Otsuka make any changes to these Terms of Use, we will post the revised Terms of Use to the Portals and APP, and the changes will be effective upon such posting. Otsuka encourages you to periodically review the Terms of Use. If you do not agree with any updates to these Terms of Use, do not continue to use the System. Continued use of the System after the effective date of a change to these Terms of Use constitutes acceptance of the updated version of the Terms of Use.

Whom to Contact with Questions

If you have questions about these Terms of Use, please contact us via email at privacyofficer@otsuka-us.com or by regular mail at:

Privacy Officer
Otsuka America Pharmaceutical, Inc.
508 Carnegie Center Drive
Princeton, NJ 08540

Patients, family members, and friends who have questions about the System can call MYCITE Support at 844-MYCITE-H (844-692-4834) for assistance. Health care providers who have questions can call 844-MYCITE-D (844-692-4833).

Effective Date: January 1, 2018

A copy of these Terms of Use is available at:

<https://www.otsuka-us.com/media/static/Abilify-Mycite-Patient-Terms-of-Use-and-Privacy-Notice.pdf>

Previous versions of these Terms of Use are available at:

<https://www.otsuka-us.com/products-solutions-and-patient-support/our-medicines-1182.html>

ABILIFY MYCITE® and MYCITE® are registered trademarks of Otsuka Pharmaceutical Co., Ltd.

PATIENT PRIVACY NOTICE

Welcome to the Patient Privacy Notice (the “Privacy Notice”) for the ABILIFY MYCITE® System (the “System”). This Privacy Notice is intended for ABILIFY MYCITE patients (“you/your”). This Privacy Notice explains how your information is collected, used, shared, and protected by Otsuka America Pharmaceutical, Inc. and its affiliates and alliance companies (including its employees and contractors, “Otsuka” or “we/us/our”) when you use the System.

The System includes several components:

- ABILIFY MYCITE (oral aripiprazole tablets embedded with an Ingestible Event Marker (IEM) sensor)
- MYCITE® Patch (wearable sensor) (the “Patch”)
- MYCITE® APP (a smartphone application specially designed for your use) (the “APP”)
- Web-based portals (one interface through which patient-selected health care providers can access ABILIFY MYCITE information, and a second interface

through which patient-selected family members and friends can access ABILIFY MYCITE information) (each a “Portal” and together the “Portals”)

The System tracks medication ingestion. The System is also designed to collect data on your activity level, rest, and mood. The System can display ingestion data and information on activity level, rest, and mood to you and to your selected health care providers as well as to your selected family members and friends who serve as your caregivers. The System provides a personal health record that is managed, shared, and controlled primarily by and for you.

Please read this Privacy Notice carefully and be aware that by accessing and using the System and accepting this Privacy Notice, you agree that you have read this notice and that you accept and consent to the practices described here. Use of the System is also governed by and subject to the [Terms & Conditions of Use](#) (“Terms of Use”). Additionally, to use the System, you must accept the [Patient Authorization & Consent for Use](#) & Disclosure of Information (“Patient Authorization”), which authorizes certain disclosures of information related to your use of the System.

1. Data Collection and Use

Through your use of the System, Otsuka collects Patient Personal Information, which includes: (1) information patients provide through use of the APP; (2) information patients provide to the MYCITE Support call center; (3) information patients provide in response to surveys; (4) patient information that is automatically collected by the System; (5) information collected through the use of cookies; and (6) patient information that is collected by other authorized parties.

- **Information Patients Provide Through Use of the APP.** The System prompts you to provide certain information when you first download and launch the APP. For example, when you create your account on the APP, you will be asked to provide: (1) your name, cell phone number, date of birth, email address, password of your choosing, and other registration information; and (2) the name and email address for your health care provider.

You also have the option to use the APP to provide information about your mood and the quality of your rest. Additionally, if the APP does not automatically log the time you took your medication, you can choose to provide that information yourself by using the APP. If you miss a dose of your medication, you can choose to select the reason why from a drop-down menu.

At your option, you may also use the APP to provide contact information for other health care providers, family members, or friends whom you want to invite to have access to selected Patient Personal Information.

We will use information you provide through the APP to support the System’s core functions and provide related services. For example, we will use this

information to enable you to log into the APP and to help you with the System when you request assistance. The System may use any such information you provide to send you information about the System from time-to-time.

- **Information Patients Provide to the MYCITE Support Call Center.** You may speak with representatives from the MYCITE Support call center, for example, when you onboard to the APP or when you need help with System. During these calls, you may provide information to the MYCITE Support representative, such as your contact information and information relating to your use of the System. We may use information you provide during these calls for purposes such as supporting your use of the System.
- **Information Patients Provide in Response to Surveys.** From time-to-time, we may also ask you to provide information about your experience with the System through surveys, questionnaires, and other activities. We will use your responses for purposes such as helping us improve the System and related services.
- **Patient Information That Is Automatically Collected by the System.** Once you pair the Patch with your smartphone and apply the Patch to your skin, the System will begin to collect certain information from the Patch automatically. Specifically, the Patch is designed to collect and transmit information to the System, including, but not limited to: (1) the time you take your medication; (2) whether you are upright or lying down; (3) your daily step count; (4) information related to your heart rate; (5) information related to your body surface temperature; and (6) whether your Patch is working or something is preventing its proper function. The System also collects your phone's time zone setting.

We will use such information that is automatically collected by the System to support the System's core functions, provide related services, and improve the System's features and functionality. For example, we may use such information that is automatically collected by the System for limited internal administrative purposes.

When you use the APP, we may also collect information about your APP use, including which sections of the APP you visit, which menu options you select, which videos you watch, and how frequently you log into your account. We may also collect technical information such as log file data, Internet Protocol (IP) address, and device identifier. This information is used for purposes such as supporting the System and to improve its features and functionality.

- **Cookies.** We may place cookies or other similar technologies on your smartphone. Cookies do not contain any personally identifiable information about you and cannot be used to identify an individual. We may use these technologies for purposes such as helping us understand how the APP is used, developing and improving our products and services, and personalizing your

online experiences. While the APP does not respond to web browser “do not track” signals, we do not track (nor do we permit third parties to track) your online activity over time across third-party websites.

- **Patient Information That Is Collected by Other Authorized Parties.** Your health care providers, any pharmacy that fills an ABILIFY MYCITE prescription for you, health plans that pay for your care, and their respective vendors may also collect information about you relating to your use of the System, in a manner consistent with applicable law. This information may be shared with us to support your use of the System and for other purposes described in this Privacy Notice. For example, enrollment information that is collected from you by the health care provider who prescribed ABILIFY MYCITE for you may be shared with us.

2. How We Use and Share Your Patient Personal Information

We use and share your Patient Personal Information as described in this Privacy Notice. In general, we use and share your Patient Personal Information as permitted or required by applicable laws, rules, or regulations, and for purposes relating to the operation of the System, to improve the System, and to provide services to System users. We may use Patient Personal Information for management and administration purposes. We do not sell your Patient Personal Information. We may use and share your Patient Personal Information for reasons such as the following:

- **To Keep Your Health Care Providers, Family Members, and Friends Informed.** We may share selected Patient Personal Information with the health care providers, family members, and friends you have expressly authorized to receive access to your information.
- **To Obey the Law.** We may use and share your Patient Personal Information with third parties if we believe that an applicable law, rule, or regulation requires us to do so. We will also make our internal practices, books, and records relating to our use and disclosure of Personal Information available to applicable regulators, consistent with applicable law.
- **To Respond to Subpoenas and Other Legal Process.** We may use and share your Patient Personal Information with third parties to comply with a subpoena or similar legal process.
- **To Protect Our Legal Rights.** We may use and share your Patient Personal Information with third parties to establish, protect, or assert our legal rights, or to defend against legal claims.
- **To Investigate Suspected Wrongdoing.** We may use and share your Patient Personal Information with third parties when we believe it is necessary to

investigate, prevent, or take action regarding illegal activities, suspected fraud, or situations involving potential threats to the physical safety of any person.

- **To Enable Vendors to Provide Services Related to the System.** We may share your Patient Personal Information with trusted vendors to provide services related to the System. We will use reasonable efforts to limit vendor access to your Patient Personal Information to only what is reasonably necessary under the circumstances. We will obtain reasonable assurances from these vendors that they will only use and disclose your Patient Personal Information in a manner that is consistent with applicable law and the terms of this Privacy Notice, and that they will implement reasonable and appropriate security safeguards that are consistent with applicable law.
- **To Create De-Identified Data.** Your Patient Personal Information may be shared with a trusted vendor to create de-identified data. To create de-identified data, the vendor will remove certain pieces of identifying information. De-identified data will not contain any information that could be used to contact or readily identify you, but the data may not be completely anonymous. The vendor may combine your Patient Personal Information with personal information collected from other System users to create de-identified, aggregated data. We hold all rights, title, and interest in and to de-identified data. We reserve the right to use, share, and commercialize de-identified data (regardless of whether it has been aggregated) for any purpose, in our sole judgment.

For instance, we may use and share de-identified data for the following purposes:

- **To Improve the System.** We may use and share de-identified data to evaluate the effectiveness of the System and identify trends. We may also use and share de-identified data to improve operations and processes related to the System.
- **To Conduct Research and Develop Products.** We may use de-identified data for research and development, including commercial research, analytics, and product development. Analytics is the process of examining data to draw conclusions from that information. We may also share de-identified data with third parties, including health plans, for research and analytics purposes.
- **In Connection with Corporate Changes.** We may use and share your Patient Personal Information with third parties if Otsuka is involved in a merger, acquisition, sale of all or a portion of its assets, or other corporate restructuring.
- **As Authorized by You.** We may use and share your Patient Personal Information as allowed under any valid authorization provided by you, including the [Patient Authorization](#).

3. Your Ability to Access and Update Your Patient Personal Information

You may access certain Patient Personal Information by using the APP. For example, through the APP, you can view a daily summary that may include information such as: (1) information relating to the time you took your medication; (2) the amount of time you spent lying down; (3) your self-reported quality of rest; (4) your step count; and (5) your self-reported mood. The daily summary is generated using a combination of information that is automatically collected by the System and information you provide through your use of the APP. In addition, through the APP, you can also view whether your Patch is working or something is preventing its proper function. You cannot change any of this information once it has been collected through the APP. Also, you do not have access to information collected by the System related to your heart rate or body surface temperature.

Through the APP, you may access and update certain Patient Personal Information you provide, including: (1) your name; (2) your cell phone number; (3) your date of birth; (4) your email address; and (5) your password.

If you need help, you can call MYCITE Support at 844-MYCITE-H (844-692-4834) for assistance.

4. Your Choices for Sharing Your Patient Personal Information

You can use the APP to make certain choices about sharing your Patient Personal Information with health care providers, family members, and friends you select.

You can use the APP to establish connections with health care providers, family members, and friends of your choosing.

- **Establishing Health Care Provider Access.** When you first log into the APP and set up your account, you must invite at least one health care provider to have access to information on the time you take your medication. You can connect with additional health care providers through the APP, as you choose. Any health care providers connected to you through the APP will have access to information on the time you take your medication, automatically. Your health care providers may be notified if you do not take your medication. You can choose whether to share your mood, activity, and rest with your health care providers, too.
- **Opting for Family and Friend Access.** In addition to your health care provider, you can invite family members or friends to access certain Patient Personal Information. After you have granted access to a family member or friend, you can choose to share information on the time you take your medication, your mood, your activity, and your rest. Family members and friends with whom you share medication information may be notified if you do not take your medication.

You may use the APP to update your sharing preferences.

- **Edit Your Preferences About What Information Is Shared.** You can choose certain Patient Personal Information to share with each of your selected health care providers, family members, and friends by using the APP to set your preferences. You can make changes to your sharing preferences at any time. Be aware that any Patient Personal Information that was shared with a selected health care provider before you edited your sharing preferences will still be available for them to view through the Portal. Also, remember that any health care providers connected to you through the APP will have access to information on the time you take your medication, automatically.

Any Patient Personal Information that was shared with a selected family member or friend before you edited your sharing preferences may still be available for them to view through the Portal, unless you disconnect them.

- **Add or Remove Connections.** You can add or disconnect health care providers, family members, or friends at any time after you set up your account. You can do so by using the APP to manage your connections.

When you disconnect health care providers, family members, or friends, they will not have access to any new Patient Personal Information. Be aware that health care providers will still have Portal access to Patient Personal Information you had previously shared with them. Disconnected family members and friends will lose all access to your Patient Personal Information. They will not be able to use the Portal to see any information you had previously shared with them.

- **Delete the APP and Remove the Patch.** You can stop all collection of Patient Personal Information by uninstalling the APP and removing any Patch you may have applied. You may use the standard uninstall processes available as part of your smartphone to delete the APP.

Be aware that opting out of sharing in this manner, by uninstalling the APP and removing the Patch, will not delete Patient Personal Information that was collected while you were still using the System. Health care providers with whom you had connected will still have Portal access to this information. Family members and friends with whom you had connected will continue to have access to this information, unless you disconnect them before deleting the APP.

If you need help establishing or updating your sharing preferences, you can call MYCITE Support at 844-MYCITE-H (844-692-4834) for assistance.

5. Data Storage and Retention

Our trusted cloud-based storage vendor will store your Patient Personal Information on our behalf. We will retain your Patient Personal Information through our cloud-based

storage vendor for ten years after it is provided or collected. We reserve the right to change the length of this retention period at any time. Cloud-based storage is a model of data storage through which we engage a trusted third party to store your electronic data securely.

If you would like us to delete any Patient Personal Information, please contact us at privacyofficer@otsuka-us.com and we will evaluate your request and respond. Keep in mind that your Patient Personal Information may be required for you to have full access to the APP, and we may be required to retain certain information by applicable laws, rules, or regulations. Additionally, Patient Personal Information already shared pursuant to this Privacy Notice or the Patient Authorization may be used or re-shared by the recipient(s) even after we have deleted it, to the extent such re-disclosure is not prohibited by applicable law.

6. Security

We have taken many steps to secure your Patient Personal Information, but unfortunately, cannot guarantee that your Patient Personal Information will not be breached. In addition to safeguards we have established, there are a number of actions you should take to help secure your Patient Personal Information. We are not responsible for the security of your email system. Nor are we responsible for the security of the email system used by any health care provider, family member, or friend whom you invite to connect through the System. We cannot guarantee that information will be encrypted on such email systems.

- **System Safeguards.** We comply with applicable laws relating to the security of Patient Personal Information. The System was designed to include physical, administrative, and technical safeguards to protect the confidentiality, integrity, and availability of your Patient Personal Information, and to prevent impermissible uses and disclosures of your Patient Personal Information. For example, we use encryption and other methods in an effort to protect your Patient Personal Information. Encryption is a method of converting an original message of regular text into encoded text in such a way that only authorized parties can read it.

All of the information collected from the Patch is encrypted when it travels from the Patch to our cloud-based storage vendor, when it is transmitted to you through the APP, and when it is transmitted to your health care providers, family members, and friends through the Portals. Similarly, the information you provide to us through the APP is encrypted when it is transmitted to our cloud-based storage vendor where it may be viewed by your selected health care providers, family members, and friends through the Portals. All Patient Personal Information we collect remains encrypted at all times while it is stored by our cloud-based storage vendor. Our cloud-based storage vendor does not have the key to access your encrypted information.

- **Risk of Security Breach.** Please be aware that, although we endeavor to secure Patient Personal Information, no system can prevent all potential security breaches. A security breach is an unauthorized access, use, disclosure, modification, or destruction of sensitive information. In the event we discover a security breach, we will provide notice of the breach, including to you and applicable regulators, to the extent required by applicable law.
- **Your Responsibilities.** You are responsible for the security of your password. Do not share your password with anyone. You are also responsible for safeguarding and securing your smartphone and any associated credentials (such as your smartphone password). If you leave your smartphone unattended, or if it is lost or stolen, you understand that your Patient Personal Information may be accessible to others. To protect your Patient Personal Information, the APP will automatically log out of your account after 15 minutes of inactivity.

Additionally, you are responsible for the accuracy of the email addresses you provide for your selected health care providers, family members, and friends. The System will send a Portal invitation, including any Patient Personal Information you choose to share, to the email addresses you provide. If you input an incorrect email address, your Patient Personal Information may be shared with a stranger. Also, your Patient Personal Information could be accessible to others if the invitation recipient does not keep it secure and private.

7. Minors

Minor children are not eligible to use the System, and we ask that they do not submit any personal information to us. We do not knowingly attempt to solicit or receive any information from minor children. If you are under the age of 18, you are not authorized to access, or to submit any content or information to, either Portal or the APP. If a parent or guardian becomes aware that a child has provided us with any personally identifiable information through the System, the parent or guardian should contact us at privacyofficer@otsuka-us.com. We will delete such information from our files within a reasonable time.

8. Changes to This Privacy Notice

This Privacy Notice may be updated from time to time for any reason. Should Otsuka make any changes to this Privacy Notice, we will post the revised Privacy Notice to the APP and the changes will be effective upon such posting. We encourage you to review the Privacy Notice periodically. If you do not agree with any updates to this Privacy Notice, do not continue to use the APP. Continued use of the APP after the effective date of an update to this Privacy Notice constitutes acceptance of the updated terms.

9. Governing Law

This Privacy Notice is governed by the laws of the state of Maryland, regardless of your location. You hereby consent to the exclusive jurisdiction and the venue of the state and federal courts in Maryland to resolve any and all disputes arising out of or relating to this Privacy Notice and to use of the System.

10. Questions and Support

If you have any questions regarding privacy while using the APP, or have questions about our privacy practices, please contact us via email at privacyofficer@otsuka-us.com or by regular mail at:

Privacy Officer
Otsuka America Pharmaceutical, Inc.
508 Carnegie Center Drive
Princeton, NJ 08540

If you have any questions about using the APP or any other part of the System, please call MYCITE Support at 844-MYCITE-H (844-692-4834) for assistance. In order to assist you when you call, MYCITE Support personnel will be able to access your Patient Personal Information. Further, MYCITE Support personnel may also contact you for purposes related to your use of the System.

Effective Date: January 1, 2018

You may retrieve a copy of this Privacy Notice at:

<https://www.otsuka-us.com/media/static/Abilify-Mycite-Patient-Terms-of-Use-and-Privacy-Notice.pdf>

Previous versions of this Privacy Notice are available at:

<https://www.otsuka-us.com/products-solutions-and-patient-support/our-medicines-1182.html>

ABILIFY MYCITE® and MYCITE® are registered trademarks of Otsuka Pharmaceutical Co., Ltd.

By clicking “I accept” below:

- **You acknowledge and agree that you have read and understand the Terms & Conditions of Use and the Patient Privacy Notice, which relate to the ABILIFY MYCITE® System.**
- **You accept the Terms & Conditions of Use and the Patient Privacy Notice.**

- You acknowledge that you intend to be bound by and to sign the Terms & Conditions of Use and the Patient Privacy Notice.

If you do not accept either the Terms & Conditions of Use or the Patient Privacy Notice, please delete the APP from your smartphone, remove any Patch you may have applied, and contact the health care provider who prescribed ABILIFY MYCITE® for you to discuss alternative treatment options.

I ACCEPT