



## 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 (aripiprazole tablets with 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 healthcare providers can access ABILIFY MYCITE information, and a second interface through which patient-selected family members and friends can access ABILIFY MYCITE System 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 healthcare 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. The patient may opt-out of sharing specific data or disconnect entirely from a healthcare provider or caregiver at any time.

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 healthcare 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 healthcare 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 healthcare providers, family members, and friends based on selections you make through your use of the App.

**This does not mean that your selected healthcare providers, family members, or friends will look at any information about you that is collected through the ABILIFY MYCITE System.**

- Your selected healthcare 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 healthcare 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 healthcare providers, family members, and friends will not have access to any information about you collected through the ABILIFY MYCITE System in real time.

**Your healthcare provider will use professional judgment to treat you. So, you should keep in contact with your healthcare provider.**

- This means that you should not expect or demand that your healthcare 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.
- The System is not a substitute for your direct communication with your healthcare 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 healthcare providers, family members, and friends.**

- The ABILIFY MYCITE System will send Portal invitations to 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 family members, and friends. Failure to do so could result in a Portal invitation being sent to a stranger.
- Any healthcare providers connected to you through the App will automatically have access to your information.
- The ABILIFY MYCITE System does not verify whether the connection codes you provide are correct. You must check the name before connecting.
- Please take care to confirm the accuracy of connection codes you provide when you use the App to connect to your healthcare providers. Failure to do so could result in a stranger having access to your Patient Personal Information.

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

- By accepting these Terms of Use, you are requesting that we send certain communication through unencrypted email. We are not responsible for the security of the email system used by any healthcare 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 or the unencrypted transmission is compromised.

### **IMPORTANT INFORMATION FOR HEALTHCARE PROVIDERS**

If you prescribe an ABILIFY MYCITE Kit for any of your patients, please be sure your patients have your correct connection code before they begin using the System. If a patient inputs an incorrect connection code, patient information may be shared with a stranger.

For all healthcare providers, 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 must also safeguard the credentials you use to access the Portal.

You should be aware that a patient using the ABILIFY MYCITE System 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 are not providing this System on your behalf.

We may ask you to participate in electronic, paper or telephone 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 a patient using the ABILIFY MYCITE System connects to you, 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; healthcare providers; and family members and friends. The [Patient Privacy Notice](#) is posted to the App. The [Healthcare 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 unless the patient's phone is locked, in which case it will automatically log out after 7 days.

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 healthcare providers, family members, or friends whom patients may provide Portal access. We cannot guarantee that information will be encrypted on these email systems. Also, when you contact the Privacy Officer by e-mail, if your email system is unencrypted it could be accessible by others before it gets to us.

#### **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 healthcare providers involved in the patient's care. Healthcare 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 healthcare 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 and without regard to conflicts of laws principles that would require the application of the laws of another state. 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. The changes will apply to all of the Patient Personal Information we hold at that time, to the extent permitted by law. 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](mailto: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. Healthcare providers who have questions can call 844-MYCITE-D (844-692-4833).

## Effective Date: June 1, 2022

A copy of these Terms of Use is available at:  
<https://www.otsuka-us.com/media/static/Abilify-Mycite-Healthcare-Provider-Terms-of-Use-and-Privacy-Notice-v2.pdf>

Previous versions of these Terms of Use are available at:  
<https://www.otsuka-us.com/products-solutions-and-patient-support/abilify-mycite-information>

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

## HEALTHCARE PROVIDER PRIVACY NOTICE

Welcome to the Healthcare Provider Privacy Notice (the “Privacy Notice”) for the ABILIFY MYCITE® System (the “System”). This Privacy Notice explains how 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”) through use of the System.

The System includes several components:

- ABILIFY MYCITE (aripiprazole tablets with 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 healthcare 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 healthcare providers as well as patient-selected family members and friends who serve as the patient’s caregivers. The System provides a personal health record that is managed, shared, and controlled primarily by and for the patient. The patient may opt-out of sharing specific data or disconnect entirely from a healthcare provider or caregiver at any time.

This Privacy Notice is intended for healthcare provider users (“you/your” or “user(s)”). The System collects information from you, as well as from patients for whom you have prescribed ABILIFY MYCITE, and their selected family members and friends. This Privacy Notice explains how information about you is collected, used, shared, and protected through the System. It also describes how information about patients for whom ABILIFY MYCITE has been prescribed is collected, used, shared, and protected. For additional information, you can reference the [Patient Privacy Notice](#). You may also reference the [Family & Friends Privacy Notice](#), which describes how information collected from family members and friends, who have been selected by your patients, is used, shared, and protected through the System.

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 subject to the [Terms & Conditions of Use](#) (“Terms of Use”).

### 1. Data Collection and Use

Through use of the System, Otsuka collects Personal Information (“Personal Information”), which is comprised of Patient Personal Information and User Personal Information, as defined below.

**Patient Personal Information** includes information patients provide and patient information that is automatically collected by the System, as well as information collected through the use of cookies.

- **Information Patients Provide Through Use of the App.** The System prompts patients to provide certain information when they download and launch the App. For example, when they create their account on the App, they must provide their name, cell phone number, date of birth, email address, and password. Patients may also use the App to provide contact information for other healthcare providers, family members, or friends whom they want to invite to have access to selected Patient Personal Information.

Patients also have the option of using the App to provide information on their mood and the quality of their rest.

We will use information patients provide to support the System's core functions and provide related services. For example, we will use this information to enable patients to log into the App and to help them with the System when they request assistance. The System may use information patients provide to help patients if they appear to encounter challenges using the System and to send patients information about the System from time-to-time.

- **Information Patients Provide to the MYCITE Support Call Center.** Patients may speak with representatives from the MYCITE Support call center, for example, when they onboard to the App or when they need help with System. During these calls, patients may provide information to the MYCITE Support representative, such as their contact information and information relating to their use of the System. We may use information patients provide during these calls for purposes such as supporting their use of the System.
- **Information Patients Provide in Response to Surveys.** From time-to-time, we may also ask patients to provide information about their experience with the System through electronic, paper or telephone surveys, questionnaires, and other activities. We will use patient responses for purposes such as helping us improve the System and related services.
- **Patient Information That Is Automatically Collected by the System.** Once patients pair the Patch with their smartphone and apply the Patch to their 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 of medication ingestion; (2) whether the patient is upright or lying down; (3) daily step count; (4) information related to heart rate; (5) information related to body surface temperature; and (6) whether the Patch is working or something is preventing its proper function. The App also collects the time zone setting of the patient's phone.

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

When patients use the App, we may also collect information about their App use, including which sections of the App they visit, which menu options they select, which videos they watch, and how frequently they log into their account. We may also collect technical information such as log file data, Internet Protocol (IP) address, and device identifier. We may use such information to support the System's features and functionality, and for any purpose not prohibited by applicable law.

You have the option to use biometric data to log into the App. Should you choose to log in using this method, the biometric data will not be collected or stored on the System. Instead, the biometric data is captured by the electronic device used to access the App.

- **Patient Information That Is Collected by Other Authorized Parties.** Healthcare providers, any pharmacies that fill ABILIFY MYCITE prescriptions for your patients, health plans that pay for your patients' care (and their respective vendors) may collect patient information relating to the System, in a manner consistent with applicable law. This information may be shared with us to support patient use of the System and for other purposes described in this Privacy Notice and the Patient Privacy Notice. For example, enrollment information that is collected by prescribing physicians may be shared with us.
- **Cookies.** We may also place cookies or other similar technologies on patients' smartphones. 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 patients' 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) patient online activity over time across third-party websites.



**User Personal Information** includes information you provide and information that is automatically collected by the System, as described below:

- **Information You Provide.** When you visit the Portal to register and create your account, you will be asked to provide information such as your first and last name, role, National Provider Identifier (NPI), your email address, and a password of your choosing. You may access, review, and update this information at any time by logging into the Portal. The System will use this information to authenticate your access to the System. The System may also use this information to send you information about the patient by text message or email. For example, based on your account settings, the System may send you a notification if the patient has missed doses of medication.

You may speak with representatives from the MYCITE Support call center, for example, if you need help with the Portal. 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.

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.

- **Information That Is Automatically Collected by the System.** When you use the Portal, we automatically collect information regarding your visits, including the time you create your account, how often you log into the Portal and your patient connections. We may also collect your use of the notifications related to the patient and technical information when you use the Portal, which may include information such as log file data, Internet Protocol (IP) address, device identifier, browser type, browser language, referring/exit pages and URLs, or platform type. Also, we may collect information on other metrics, including your page views within the Portal, which links or tabs you click on, and how you navigate the Portal. This information is used for purposes such as supporting the System and to improve its features and functionality.
- **Cookies.** We may also place cookies or other similar technologies on your computer or other device. We may use these technologies for purposes such as helping us understand how the Portals are used, developing and improving our products and services, and personalizing your online experience. While the Portals do 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.

## 2. How We Use and Share Personal Information

We use and share Personal Information as described in this Privacy Notice. In general, we use and share Personal Information as permitted or required by applicable laws, rules, or regulations, and for purposes relating to the operation of the System and Otsuka, to improve the System, and to provide services to System users. We may also use Personal Information for management and administration purposes. We do not sell Personal Information, although we may transfer it as explained in this Privacy Notice or as permitted by law. To the extent that we carry out any legal obligation on your behalf involving Personal Information, we will do so in compliance with applicable law. Further, we may use and disclose Personal Information for the following reasons:

- **To Obey the Law.** We may use and share 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 Personal Information with third parties to comply with a subpoena or similar legal process.

- **To Protect Our Legal Rights.** We may use and share 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 disclose 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 disclose Personal Information to trusted vendors to provide services related to the System. We will use reasonable efforts to limit vendor access to 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 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.** Personal Information may be used or shared with a trusted vendor to create de-identified data or limited data sets. Limited data sets contain certain personal information, but do not include any information that can be used to identify you directly. To create de-identified data or limited data sets, the vendor will remove certain pieces of identifying information. The vendor may combine your User Personal Information or 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 example, we may use and share de-identified data for the following purposes:

- **To Improve the System.** We may use and disclose de-identified data to evaluate the effectiveness of the System and identify trends. We may also use and disclose 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 disclose 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.

Additional examples of purposes for which we use and disclose Patient Personal Information, about patients for whom you have prescribed ABILIFY MYCITE, include:

- **To Keep Healthcare Providers, Family Members, and Friends Informed.** We may disclose Patient Personal Information to patient-selected healthcare providers, family members, and friends. Through use of the App, patients can make certain choices about what information is shared with each of the selected healthcare providers, family members, and friends.
- **As Authorized by the Patient.** We may use and disclose Patient Personal Information as allowed under any valid authorization provided by the patient, including the [Patient Authorization & Consent for Use & Disclosure of Information](#) ("Patient Authorization"). We will not use or disclose Patient Personal Information without appropriate authorization, except as described in this Privacy Notice, the Patient Privacy Notice or Terms of Use, or as required by applicable law, rules, or regulations.

### 3. Data Storage and Retention

Our trusted cloud-based storage vendor will store Personal Information on our behalf. We will retain Personal Information 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 electronic data securely. If you need assistance providing your patients access to their Patient Personal Information collected through the System, or if a patient seeks to amend that information or requests and accounting of disclosures, please contact us at [privacyofficer@otsuka-us.com](mailto:privacyofficer@otsuka-us.com) and we will assist you.

If at any time you decide that you want to terminate your participation in the System, you can stop using the Portal, subject to your professional judgment. Similarly, if you would like to disconnect from any patients who have invited you to access to their Patient Personal Information on the Portal, you may do so, subject to your professional judgment. If you choose to cease using the Portal, or to disconnect from a patient for whom you have prescribed ABILIFY MYCITE, we will continue to use, disclose, and protect User Personal Information collected prior to the time at which you made that choice. Your choice will not have an effect on our use and disclosure of Patient Personal Information. We will continue to collect Patient Personal Information for as long as the patient continues to use the App, and we will continue to use, share, and protect Patient Personal Information as set forth in the Patient Privacy Notice.

If you would like us to delete any Personal Information, please contact us at [privacyofficer@otsuka-us.com](mailto:privacyofficer@otsuka-us.com) and we will evaluate your request and respond. Any such information we ultimately retain would continue to be protected by this Privacy Notice for as long as it is kept. Keep in mind that your User Personal Information may be required for you to have full access to the Portal, and we may be required to retain and disclose certain information by law, rules or regulations. Additionally, Personal Information already disclosed pursuant to this Privacy Notice may be used or re-disclosed by the recipient(s) even after we have deleted it.

### 4. Security

We have taken many steps to secure Personal Information, but unfortunately, cannot guarantee that Personal Information will not be breached. In addition to safeguards we have established, there are a number of actions you and your patients should take to help secure Personal Information. We are not responsible for the security of email systems used by you, your patients, or any other individuals your patients may invite to have Portal access. We cannot guarantee that information will be encrypted on such email systems.

- **System Safeguards.** We comply with applicable laws relating to the security of Personal Information. The System was designed to include physical, administrative, and technical safeguards to protect the confidentiality, integrity, and availability of Personal Information, and to prevent impermissible uses and disclosures of Personal Information. For example, we use encryption and other methods in an effort to protect 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 the patient through the App, and when it is transmitted to healthcare providers, family members, and friends through the Portals. Similarly, the information that patients provide to us through the App is encrypted when it is transmitted to our cloud-based storage vendor and when it is transmitted to patient-selected healthcare providers, family members, and friends through the Portals. All Personal Information we collect remains encrypted at all times while it is stored with 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 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, your patients, and applicable regulators, to the extent required by applicable law. By accepting this Privacy Notice, you agree to receive breach notification electronically.

- **Unencrypted Communications.** The system sends email messages to you, other patient selected healthcare provider, and patient selected family members regarding the App. Because these messages contain very limited information, and we want to offer you the option of receiving messages that are easy to open, we have not encrypted these limited information messages. It is possible that unencrypted messages may be intercepted by others.

## 5. 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](mailto:privacyofficer@otsuka-us.com). We will delete such information from our files within a reasonable time.

## 6. 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 Portal 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 Portal. Continued use of the Portal after the effective date of an update to this Privacy Notice constitutes acceptance of the updated terms.

## 7. Governing Law

This Privacy Notice is governed by the laws of the state of Maryland, and without regard to conflicts of law principles that require the application of the law of another state. 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.

## 8. Questions and Support

If you have any questions regarding privacy or concerns while using the System, or have questions about our privacy practices, please contact us via email at [privacyofficer@otsuka-us.com](mailto: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 questions about using the ABILIFY MYCITE System please call MYCITE Support at 844-MYCITE-D (844-692-4833) for assistance. In order to assist you when you call, MYCITE Support personnel will be able to access Personal Information. Further, MYCITE Support personnel may also contact you for purposes related to your use of the System.

### **Effective Date: June 1, 2022**

You may retrieve a copy of this Privacy Notice at:

<https://www.otsuka-us.com/media/static/Abilify-Mycite-Healthcare-Provider-Terms-of-Use-and-Privacy-Notice-v2.pdf>

Previous versions of this Privacy Notice are available at:

<https://www.otsuka-us.com/products-solutions-and-patient-support/abilify-mycite-information>

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