



Abilify MyCite[®]

(aripiprazole tablets with sensor)

2, 5, 10, 15, 20, 30 mg

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 consumer use: the “App”)
- Web-based portals (one interface through which consumer-selected healthcare providers can access ABILIFY MYCITE information, and a second interface through which consumer-selected family members and friends can access ABILIFY MYCITE System information) (each a “Portal” and together the “Portals”)

The System may track various types of data about the consumer, including data collected automatically by the System (e.g., medication ingestion and rest), and data collected based on user input that the consumer chooses to enter into the System (e.g., mood and rest quality). The System can display certain data or information collected by the System (including medication ingestion data) to the consumers, consumer-selected healthcare providers, and consumer-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 consumer. The consumer 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 consumers as well as consumer-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 CONSUMERS

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 (even if your healthcare provider is receiving health information about you collected by the System).
- 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 your 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.
- 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 Portal invitation being sent to a stranger, who may then have access to your 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, their information may be shared with a stranger.

For all healthcare providers, you may access whatever information the individual has elected to share with you by logging into the Portal. You should use and safeguard 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 consumer 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 consumer'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 consumer using the ABILIFY MYCITE System sends you an invitation asking to connect with you, you can elect to accept or decline the request. If you accept the consumer's request, you should not expect that the consumer's health information will be sent to you, nor should you demand to have such information sent to you. Rather, after accepting the consumer's invitation, you may access whatever information the consumer 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 consumer 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 consumer 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 consumer'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: consumers; healthcare providers; and family members and friends. The [Consumer 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 [Consumer 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 individual's phone is locked, in which case it will log out automatically 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 consumers, nor are we responsible for the security of email systems used by any healthcare providers, family members, or friends whom consumers 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 and other healthcare providers involved in their patient's care. OTSUKA IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, OR ANY OTHER INFORMATION OR SERVICES THAT ANY INDIVIDUAL 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 consumers 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 Consumer 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 or by regular mail at:

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

Consumers, 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: July 1, 2023

A copy of these Terms of Use is available at:

<https://www.otsuka-us.com/media/static/Abilify-Mycite-Family-Friends-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.

FAMILY & FRIENDS PRIVACY NOTICE

Welcome to the Family & Friends Privacy Notice (the “Privacy Notice”) for the ABILIFY MYCITE® System (the “System”). This Privacy Notice is intended for System users who are family and friends serving as caregivers for ABILIFY MYCITE consumers (“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 (aripiprazole tablets with sensor)
- MYCITE® Patch (wearable sensor: the “Patch”)
- MYCITE® App (a smartphone application specially designed for consumer use: the “App”)
- Web-based portals (one interface through which consumer-selected healthcare providers can access ABILIFY MYCITE information, and a second interface through which consumer-selected family members and friends can access ABILIFY MYCITE information: each a “Portal” and together the “Portals”)

The System tracks various types of data about the consumer, including data collected automatically by the System (e.g., medication ingestion and rest), and data collected based on user input that the consumer chooses to enter into the System (e.g., mood and rest quality). The System can display certain data or information collected by the System (including medication ingestion data) to the consumers and consumer-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 consumer. You will be able to view certain information through the System, to the extent permitted by the consumer. If a consumer elects to provide you with access to the System, you will receive an invitation to connect to the System. You can accept the consumer’s invitation and visit the Portal to register to create an account. The consumer may opt-out of sharing specific data or disconnect entirely from a healthcare provider or caregiver at any time.

This Privacy Notice focuses on how Personal Information (as defined below) about you that is collected through the System is used, shared, and protected. 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 Privacy Notice and that you accept and consent to the privacy practices described here. Use of the System is also governed by and subject to the [Terms & Conditions of Use](#). Please reference the [Consumer Privacy Notice](#) should you need information about how consumer information is collected, used, shared, and protected.

1. Data Collection and Use

Through your use of the System, Otsuka collects your Personal Information (“Personal Information”), including:

- **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, 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. We

may also use this information to contact you. For example, based on your account settings, the System may send you a notification if the consumer 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, your use of notifications related to the consumer, and your consumer connections. We may also collect 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 Your Personal Information

We use and share your Personal Information as described in this Privacy Notice. In general, we use your and share your 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, to provide services to System users, and for management and administration purposes. We do not sell your Personal Information, although we may transfer it as explained in this Privacy Notice or as permitted by law. We may use and disclose your Personal Information for reasons such as the following:

- **To Obey the Law.** We may use and share your Personal Information with third parties if we believe that an applicable law, rule, or regulation requires us to do so.
- **To Respond to Subpoenas and Other Legal Process.** We may use and disclose your Personal Information to third parties to comply with a subpoena or similar legal process.
- **To Protect Our Legal Rights.** We may use and disclose your Personal Information to 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 your Personal Information to 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 your Personal Information to trusted vendors to provide services related to the System. We will use reasonable efforts to limit vendor access to your 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 Consumer 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 relating 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 your 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.

3. Data Storage and Retention

Our trusted cloud-based storage vendor will store your Personal Information on our behalf. We will retain your Personal Information for three years after the last time you sign into your account. We reserve the right to change the length of this retention period at any time. If you would like us to delete Personal Information that you have provided via the Portal, please contact us at privacyofficer@otsuka-us.com and we will evaluate your request and respond. Personal Information may be required for you to have full access to the Portal, and we may be required by law, rules, or regulations to retain and disclose certain information. 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

- **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 your Personal Information. For example, your Personal Information is encrypted while it is stored by our trusted 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 your Personal Information, no system can prevent all potential security breaches. A security breach is an unauthorized disclosure of sensitive information. In the event we discover a security breach, we will provide notice of the breach to the extent required by applicable law. By accepting this Privacy Notice, you agree to receive breach notification electronically.

We are not responsible for the security of your email system. We cannot guarantee that information will be encrypted on your email system.

- **Unencrypted Communications.** The system sends email messages to you, other consumer selected healthcare provider(s), and consumer selected family members and friends 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. 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.

6. Privacy Disclosure Required Under Certain State Laws

Certain state laws provide privacy rights for individuals living in those states. We include here the disclosures required under these state laws.

Categories of User Personal Information We Collect, Purposes for Collection, and Retention Period

We are required to disclose to you the categories, as defined under these laws, of the personal information we collect. We collect the following categories of User Personal Information (some of these categories may overlap):

- *Identifiers*, such as name, email address, cell phone number, IP address, device identifier, and other similar identifiers.
- *Information in customer records*, such as name, address, and cell phone number.
- *Commercial information*, including that you are a healthcare provider or caregiver to an ABILIFY MYCITE consumer.
- *Internet or other electronic network activity information*, such as information concerning your use of the Portal.
- *Professional or employment-related information*, such as information related to your practice, if you are a healthcare provider.
- *Inferences drawn from other personal information*.

We collect the above categories of personal information for the purposes described in the **How We Use and Share Your Consumer Personal Information** section above. We will retain the above categories of personal information for up to three years from the time you last signed into your account.

Additional information concerning the information we collect and from what sources is located in the **Data Collection and Use** section, above.

Disclosures of Your Personal Information

We disclose the above categories of personal information to our service providers and other third parties in accordance with the **How We Use and Share Your Consumer Personal Information** section above. We do not sell this personal information to third parties, nor do we share this personal information with third parties for cross-contextual behavioral advertising.

Your Rights

You may have the following privacy rights under state laws:

- *Right to access personal information:* You may request access to the categories and specific pieces of your personal information we hold.
- *Right to data portability:* You may request we provide you with your personal information in a readily-useable format.
- *Right to correction:* You can ask us to correct any personal information we hold about you that you believe to be inaccurate.
- *Right to deletion:* You can ask us to delete your personal information we have collected.
- *Right to opt-out of sales:* You may have the right know if your personal information is being disclosed to third parties for monetary or other valuable consideration (a “sale”). Otsuka does not sell any of the personal information collected in connection with the System.
- *Right to opt-out of sharing personal information for targeted advertising:* You may have the right to know if your personal information is shared with third parties for cross-contextual behavioral advertising (“targeted advertising”). Otsuka does not share any of the personal information collected in connection with the System for targeted advertising.
- *Right to be free from discrimination:* You may freely exercise these rights without fear of being denied goods or services.

If you would like to exercise one of your rights, please contact us at privacyofficer@otsuka-us.com or at 844-MYCITE-H (844-692-4834). Please note that we may require additional information from you in order to honor your request, and there may be circumstances where we will not honor your request, as permitted under the law. For example, if you request deletion, we may need to retain certain personal information to comply with our legal obligations.

Further Information

Further information concerning Otsuka’s privacy practices is available at <https://otsuka-us.com/privacy-policy>.

7. 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.

8. 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.

9. Questions and Support

If you have any questions regarding privacy while using the System, 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 questions about using the ABILIFY MYCITE 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 Personal Information. Further, MYCITE Support personnel may also contact you for purposes related to your use of the System.

Effective Date: July 1, 2023

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