



# Abilify MyCite<sup>®</sup>

(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<sup>®</sup> System (the “System”). The System includes several components:

- ABILIFY MYCITE (aripiprazole tablets with sensor)
- MYCITE<sup>®</sup> Patch (wearable sensor: the “Patch”)
- MYCITE<sup>®</sup> 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 account setup 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 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.
- 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 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.

### **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 1-844-MYCITE-H (1-844-692-4834) for assistance. Healthcare providers who have questions can call 1-844-MYCITE-D (1-844-692-4833).

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

A copy of these Terms of Use is available at <https://www.otsuka-us.com/media/static/Abilify-Mycite-Patient-Terms-of-Use-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>

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