

GILENYA GUIDES COMMUNITY TERMS OF USE ^[1]

Last Updated: Dec 09,2015

Modifications to This Agreement

We reserve the right to modify this Agreement at any time, and without prior notice, by notifying you of such changes by any reasonable means, including by posting amended terms on the Site. We encourage you to review this Agreement periodically for any updates or changes; please consult the "Last Updated" date above to learn when this Agreement was last revised. Your use of the Site following any updates or changes to this Agreement will constitute your acceptance of such updates or changes. Any such updates or changes will not apply to any dispute between you and us arising prior to the date on which we posted the amended Agreement incorporating such updates or changes, or otherwise notified you of such changes.

Please read these Terms of Use (the "Agreement") carefully. Your use of (including any access to) the Site (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and Novartis Pharmaceuticals Corporation concerning your use of the GILENYA Guides site currently located at <http://www.guidescommunity.com> ^[2] (together with any materials and services available therein, and successor site(s) thereto, the "Site").

This Agreement hereby incorporates by this reference the GILENYA Guides Community Guidelines, as updated by Novartis Pharmaceuticals Corporation from time to time (currently located at <http://www.guidescommunity.com> ^[2] and any additional terms and conditions posted by Novartis Pharmaceuticals Corporation through the Site or otherwise made available to you by Novartis Pharmaceuticals Corporation.

BY USING THE SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT.

- Subject to the terms and conditions of this Agreement, you may use any text, images, audio, video, and other information, content or materials available on or through the Site (the "Site Content") that we provide to you hereunder, solely for your non-commercial, personal use during the term of this Agreement.
- Subject to the terms and conditions of this Agreement, we hereby permit you, on a

limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a mobile device that you own or control, solely for your non-commercial, personal use during the term of this Agreement. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the App and remove (that is, uninstall and delete) the App from your mobile device.

- You must retain and reproduce each and every copyright notice or other proprietary rights notice contained in any Site Content that you download or otherwise reproduce. You may not distribute, modify, transmit, reuse or repost the Site Content, or use the Site Content for public or commercial purposes, without the prior written permission of Novartis Pharmaceuticals Corporation. You should assume that everything you see or read on this Site is copyrighted unless otherwise noted and may not be used except as provided in this Agreement without the written permission of Novartis Pharmaceuticals Corporation. Novartis Pharmaceuticals Corporation neither warrants nor represents that the Site Content, or your use of the Site Content, will not violate or infringe any intellectual property or other rights.
- With the exception of the foregoing limited authorization, no license to or right in the Site or any Site Content, including with respect to any copyright of Novartis Pharmaceuticals Corporation or any other party, is granted or conferred to you.
- The Site may contain or reference trademarks, patents, proprietary information, trade secrets, technologies, products, processes or other proprietary rights of Novartis Pharmaceuticals Corporation and/or other parties. No license to or right in any such trademarks, patents, proprietary information, trade secrets, technologies, products, processes or other proprietary rights of Novartis Pharmaceuticals Corporation and/or any other party is granted to or conferred upon you.
- **DISCLAIMER** : WHILE NOVARTIS PHARMACEUTICALS CORPORATION USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE SITE CONTENT IN THE SITE, NOVARTIS PHARMACEUTICALS CORPORATION MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SITE OR SITE CONTENT, WHICH ARE PROVIDED "AS IS." NOVARTIS PHARMACEUTICALS CORPORATION ACCEPTS NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE OR SITE CONTENT. IN PARTICULAR, NOVARTIS PHARMACEUTICALS CORPORATION WILL NOT BE LIABLE FOR THE ACCURACY, COMPLETENESS, ADEQUACY, TIMELINESS OR COMPREHENSIVENESS OF THE SITE OR SITE CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. NOVARTIS PHARMACEUTICALS CORPORATION ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THE SITE OR YOUR DOWNLOADING OF ANY SITE CONTENT. NOVARTIS PHARMACEUTICALS CORPORATION RESERVES THE RIGHT TO SUSPEND OR

DISCONTINUE, OR CHARGE FEES IN CONNECTION WITH, ANY OR ALL OF THE FUNCTIONALITY OF THE SITE OR ANY OR ALL SITE CONTENT. NOVARTIS PHARMACEUTICALS CORPORATION ACCEPTS NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INTERRUPTION OR DISCONTINUANCE OF ANY OR ALL FUNCTIONALITY OF THE SITE, WHETHER OR NOT THE RESULT OF ANY ACTION OR OMISSION OF NOVARTIS PHARMACEUTICALS CORPORATION OR ANY OF ITS AFFILIATES.

- The Site Content may contain inaccuracies or typographical errors. Novartis Pharmaceuticals Corporation reserves the right to remove, or correct or otherwise modify, any Site Content (including your User Content, as defined below) at any time without notice.
- Because Novartis Pharmaceuticals Corporation has no control over and does not endorse any of the sites or other online resources to which the Site is linked, and because Novartis Pharmaceuticals Corporation has not reviewed any or all of such sites and resources, you acknowledge and agree that Novartis Pharmaceuticals Corporation is not responsible for the content of any off-Site pages or any other sites linked to the Site. Your linking to the Site, off-Site pages or other sites is at your own risk and is without the permission of Novartis Pharmaceuticals Corporation.
- Although Novartis Pharmaceuticals Corporation may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards and other User Content and activities on the Site, Novartis Pharmaceuticals Corporation is under no obligation to do so, and assumes no responsibility or liability arising from the content of any such features or functionalities, nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any User Content or other Site Content. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Novartis Pharmaceuticals Corporation reserves the right to fully cooperate with any law enforcement authorities, court order or other legal process requesting or directing Novartis Pharmaceuticals Corporation to disclose the identity of anyone posting any such information or materials.
- Links to this Site are permitted only to the home page. You are prohibited from "deep linking" to any other page within the Site without the prior written consent of Novartis Pharmaceuticals Corporation.
- You are prohibited from "framing" the Site or any portion thereof without the prior written consent of Novartis Pharmaceuticals Corporation. In-line linking or any other manner of incorporating parts of this Site into other sites is also prohibited without the prior written consent of Novartis Pharmaceuticals Corporation.

- You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Site.

Privacy

Your submission of information through the Site is governed by our GILENYA Guides Community Privacy Policy, currently located at <https://www.pharma.us.novartis.com/guidescommunity-privacy-statement> [3].

Age Restrictions

Children under the age of 13 are prohibited from joining or otherwise using the Site. By using or registering for the Site, you represent that you are 13 years of age or older.

Registration

While you can view some features of this Site without registering, you must register to use all of the features of the Site, including to post a profile, to post other content, or to communicate with other Site members. When you register for the Site, you are required to provide certain information and are provided an opportunity to create a profile containing additional, optional information. We will send you an e-mail at the address you provide to confirm your Site membership, after which your Site membership will be activated. You will be asked to select a user screen name and password.

You must provide us with current, complete and accurate information as requested by the registration form, and promptly update such information as necessary.

Screen names are subject to Novartis Pharmaceuticals Corporation's approval and may not contain misleading or objectionable material. Your screen name and password are for your personal use only. It is your responsibility to maintain the confidentiality of your password and account. Additionally, you are responsible for any and all activities that occur under your account. You agree to notify Novartis Pharmaceuticals Corporation immediately of any unauthorized use of your account. Novartis Pharmaceuticals Corporation is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

Products

The Site Content may contain listings, descriptions and images of goods or services or related coupons or discounts (collectively, "Products"), as well as references and links to Products. Such Products may be made available by Novartis Pharmaceuticals Corporation or by third parties, and may be made available for any purpose, including general information purposes. The availability through the Site of any listing, description or image of a Product does not imply our endorsement of such Product or affiliation with the provider of such Product. We make no representations as to the completeness, accuracy, reliability, validity or timeliness of such listings, descriptions or images (including any features, specifications and prices contained therein). Such information and the availability of any Product (including the validity

of any coupon or discount) is subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are for convenience only. We make reasonable efforts to accurately display the attributes of Products, including the applicable colors, however the actual colors you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the possession, use and sale of any Product.

This Site Does Not Provide Medical Advice

All Site Content, including any Site Content designated as "expert" content or otherwise, is for informational purposes only and is not a substitute for professional medical advice or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding your health. Never disregard professional medical advice or delay in seeking it because of something you have read on this Site.

If you think you may have a medical emergency, call your doctor or 911 immediately. Novartis Pharmaceuticals Corporation does not recommend or endorse any specific tests, physicians, products, procedures, opinions or other information that may be mentioned on the Site. Reliance on any information provided by Novartis Pharmaceuticals Corporation, by persons appearing on the Site, or by other Site members is solely at your own risk.

International Use

The Site is controlled or operated (or both) from the United States, and is not intended to subject Novartis Pharmaceuticals Corporation to any non-U.S. jurisdiction or law. The Site is for U.S. users only.

Intellectual Property Rights

User Content Posted on the Site: You are solely responsible for the content and other materials you post on or through the Site or transmit to or share with other Users or recipients (collectively, "User Content").

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your User Content, and your provision thereof through and in connection with the Site, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any User Content that you may have under any applicable law under any legal theory.

For purposes of clarity, you retain ownership of your User Content. You hereby grant and will grant to Novartis Pharmaceuticals Corporation and its affiliated companies a non-exclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable (through multiple tiers), perpetual, irrevocable license to copy, publicly display, transmit, publicly perform, distribute, store, modify, create derivative works of, and otherwise use, analyze and exploit your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. You

agree that this license includes the right for Novartis Pharmaceuticals Corporation to make User Content available to other companies or individuals, including those who partner with Novartis Pharmaceuticals Corporation or its business partners, for the syndication, broadcast, distribution or publication of User Content on other media and services.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site provided by you to Novartis Pharmaceuticals Corporation are non-confidential, and Novartis Pharmaceuticals Corporation shall be entitled to the unrestricted use and dissemination of the foregoing for any purpose, commercial or otherwise, without acknowledgment or compensation to you, and without placing Novartis Pharmaceuticals Corporation under any fiduciary or other obligation.

Novartis Pharmaceuticals Corporation has no control over and is not responsible for any use or misuse (including any distribution) by any third party of User Content. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

You acknowledge and agree that Novartis Pharmaceuticals Corporation may preserve and/or disclose User Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property or personal safety of Novartis Pharmaceuticals Corporation, its Users or the public. You understand that the technical operation of the Site may involve (1) transmissions of User Content over various third-party, unsecured networks; and (2) changes to User Content to conform and adapt it to technical requirements of connecting networks or devices.

Copyright Complaints: Novartis Pharmaceuticals Corporation respects the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Novartis Pharmaceuticals Corporation of your infringement claim in accordance with our process set forth below.

Novartis Pharmaceuticals Corporation will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Novartis Pharmaceuticals Corporation's Copyright Agent at sudipta.rao@novartis.com ^[4] (Subject line: "DMCA Takedown Request"). You may also contact us by email at:

Novartis Pharmaceuticals Corporation
Sudipta Rao
Executive Director, Sr. Trademark Attorney
One Health Plaza
East Hanover, NJ 07936
(862) 778-8000

To be effective, the notification must be in writing and contain the following information:

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An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or other intellectual property owner or authorized to act on such owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to the law, to post and use the applicable content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled, and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good-faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
- Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located in Newark, New Jersey and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Novartis Pharmaceuticals Corporation will send a copy of the counter-notice to the original complaining party informing that person that Novartis Pharmaceuticals Corporation may replace the removed content or cease

disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Novartis Pharmaceuticals Corporation has adopted a policy of terminating, in appropriate circumstances and at Novartis Pharmaceuticals Corporation's sole discretion, Users who are deemed to be repeat infringers. Novartis Pharmaceuticals Corporation may also at its sole discretion limit access to the Site and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Site Content, Software and Trademarks: You acknowledge and agree that the Site and Site Content are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Novartis Pharmaceuticals Corporation, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Site or the Site Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Site. In connection with your use of the Site, you shall not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Site or distributed in connection therewith is the property of Novartis Pharmaceuticals Corporation, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or to sell, assign, sublicense or otherwise transfer the Software or any rights therein. Any rights not expressly granted in this Agreement are hereby reserved by Novartis Pharmaceuticals Corporation.

The Novartis Pharmaceuticals Corporation name and logo are trademarks and service marks of Novartis Pharmaceuticals Corporation. Other company, product and service names and logos used and displayed via the Site may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Novartis Pharmaceuticals Corporation. Nothing in this Agreement or the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Novartis Pharmaceuticals Corporation's trademarks displayed on the Site, without our prior written permission in each instance. All goodwill generated from the use of Novartis Pharmaceuticals Corporation's trademarks will inure to our exclusive benefit.

Special Notice for International Use; Export Controls: Software available in connection with the Site and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Site or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Site, including as it concerns online conduct and acceptable content. Without limiting the foregoing, you represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.

Third Party Material: Under no circumstances will Novartis Pharmaceuticals Corporation be

liable in any way for any Site Content posted by third parties or at the direction of users, including for any errors or omissions in any Site Content, or for any loss or damage of any kind incurred as a result of the use of any Site Content posted, emailed or otherwise transmitted via the Site. You acknowledge that Novartis Pharmaceuticals Corporation does not necessarily pre-screen Site Content, but that Novartis Pharmaceuticals Corporation and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Site Content (including User Content) that are available via the Site. Without limiting the foregoing, Novartis Pharmaceuticals Corporation and its designees shall have the right to remove any Site Content that violates this Agreement or is deemed by Novartis Pharmaceuticals Corporation, in its sole and absolute discretion, to be otherwise objectionable. YOU AGREE THAT YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF ANY SITE CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH SITE CONTENT. YOUR USE OF ANY THIRD-PARTY MATERIALS IS ALSO AT YOUR OWN RISK AND SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD-PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD-PARTY MATERIALS).

Indemnity

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless Novartis Pharmaceuticals Corporation and its affiliates, and its and their respective shareholders, directors, officers, employees, agents, representatives, licensors, suppliers and service providers, from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site (including all User Content); and (b) any violation or alleged violation of this Agreement by you.

LIMITATION OF LIABILITY

NOVARTIS PHARMACEUTICALS CORPORATION WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF USER CONTENT (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY USER CONTENT), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, NOVARTIS PHARMACEUTICALS CORPORATION WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR ANY SITE CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY SITE CONTENT IS TO STOP USING THE SITE AND SITE CONTENT. THE MAXIMUM AGGREGATE LIABILITY OF NOVARTIS PHARMACEUTICALS CORPORATION FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO NOVARTIS PHARMACEUTICALS CORPORATION TO USE THE SITE OR \$10.

ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH

NOVARTIS PHARMACEUTICALS CORPORATION AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "NOVARTIS ENTITIES")

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the disclaimers, exclusions or limitations in this Agreement may not apply to you, and you may have certain additional rights.

Termination

This Agreement is effective until terminated by you or Novartis Pharmaceuticals Corporation. Novartis Pharmaceuticals Corporation may terminate or suspend your use of the Site at any time and without prior notice, including due to: (a) breaches or violations of this Agreement, including other incorporated agreements or guidelines, (b) requests by law enforcement or other governmental agencies, (c) unexpected technical issues or problems, and (d) extended periods of inactivity. Upon any such termination or suspension, your right to use the Site and Site Content will immediately cease. Novartis Pharmaceuticals Corporation has no obligation to maintain, store or transfer to you any of the User Content that you have posted on or uploaded to the Site. If Novartis Pharmaceuticals Corporation removes any of your User Content or your account, all associated data from replies or comments to such User Content or to such removed account may be permanently deleted from the community and the server(s). Sections entitled Modifications to this Agreement, Intellectual Property Rights, Indemnity, Limitations of Liability and Governing Law and Venue shall survive any expiration or termination of this Agreement.

Governing Law and Venue

This Agreement shall be governed by the laws of the state of New Jersey and the applicable federal laws of the United States of America. All disputes arising under or in any way connected with the Site (including membership therein and other uses thereof), shall be litigated exclusively in the state and federal courts residing in New Jersey, and in no other court or jurisdiction. You hereby submit to the jurisdiction of the state and federal courts sitting in New Jersey.

Filtering

We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from GetNetWise(<http://www.getnetwise.org/>)^[5] and OnGuard Online (<http://onguardonline.gov/>)^[6]. Please note that Novartis Pharmaceuticals Corporation does not endorse any of the products or services listed on such sites.

Miscellaneous

This Agreement does not, and shall not be construed to, create any partnership, joint venture,

employer-employee, agency or franchisor-franchisee relationship between you and Novartis Pharmaceuticals Corporation. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. Novartis Pharmaceuticals Corporation may assign, transfer or sublicense any or all of its rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation." This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Novartis Pharmaceuticals Corporation relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Novartis Pharmaceuticals Corporation relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Novartis Pharmaceuticals Corporation will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

Apple-Specific Terms

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Agreement and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Novartis Pharmaceuticals Corporation at One Health Plaza, East Hanover, NJ 07936, (862)-778-8000 and sudipta.rao@novartis.com [4]. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party

beneficiary thereof; notwithstanding the foregoing, Novartis Pharmaceuticals Corporation's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

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Accordion Type:

Collapsible

Source URL: <https://www.novartis.us/gilenya-guides-community-terms-of-use>

Links

[1] <https://www.novartis.us/gilenya-guides-community-terms-of-use>

[2] <http://www.guidescommunity.com/>

[3] <https://www.novartis.us/guidescommunity-privacy-statement>

[4] <mailto:sudipta.rao@novartis.com>

[5] <http://www.getnetwise.org/>

[6] <http://onguardonline.gov/>