

## Legal disclaimer

### General warnings for browsing the Site

Access and consultation of Novartis websites are subject to the following Terms and Conditions and applicable regulations. The access and consultation of this website thus imply the unconditional acceptance of the Terms and Conditions set out below and the ineffectiveness and invalidity of any other agreement between the visitor and Novartis. This Site is owned by Novartis Farma SpA - Largo Umberto Boccioni 1 - 21040 Origgio (VA), Italy (tel. +39 02/96541, Fax +39 02/96542910) also on behalf of other companies of the Novartis Group in Italy.

### Terms and conditions

1. The BioUpper Site contains information relating solely to the BioUpper project.
2. Although Novartis spares no efforts to include on the Site undated and accurate information, it is not possible to provide any guarantee on the contents of the Site, which should therefore be adequately evaluated by the visitor, it being understood the burden of the latter to review it periodically. Novartis does not assume any responsibility whatsoever with respect to the use of the Site and its contents. In particular, Novartis shall not be liable for defects of accuracy, updating, completeness, adequacy, timeliness of the information contained on the Site, nor for any damages or viruses that may affect the visitor's computer equipment or other property as a result of the visitor's access, the use or browsing of the Site or the download of materials, data, text, images, video or audio from the Site. Novartis reserves the right to terminate or suspend at any time the Site's functionality without giving rise to the assumption of any responsibility on the part of the company, whether this occurs as a result of actions or omissions by Novartis, or by any third parties.
3. The information available on this Site may contain technical or typographical errors. Novartis reserves the right to make – at any time and without prior notice – any changes, corrections and improvements to the above information, and to the products and programs described by the same.
4. The Site also contains links to other third party sites deemed of interest for the visitor. With the link to those site, the users leave the BioUpper Site by their choice and under no constraint.
5. The links to this Site are allowed only on the start page (homepage) and do not imply any sharing of the content of the site that activates the link, nor any assumption of responsibility in this regard by Novartis. The link to the next pages (*deep linking*) is not permitted, except upon prior written consent by Novartis. The third-party site reached by the visitor is

unrelated to the sphere of action of Novartis and governed by separate and autonomous conditions of use and handling of personal data. In addition, Novartis informs that it cannot have any effect on the structure of the third party site linked to its own nor be certain of the authenticity, accuracy and appropriateness of the materials and/or information contained therein, and this also whether there are contractual relationships between Novartis and the third party owner of the site pointed to by the link. The visitor therefore acknowledges and agrees that Novartis is not responsible for the availability of any external site linked to the Application and for its content, advertising, products or other materials present or available on such sites, to which Novartis remains entirely unrelated.

6. Downloading, viewing and printing of information from this Site is only permitted for personal use. Any use of the content of this Site for non-personal or commercial purposes, in the absence of Novartis's written consent, is in any case forbidden.
7. It is mandatory to maintain and reproduce any information regarding the intellectual property rights present in the material which is downloaded from the Site. Unless otherwise specified, any material on this website should be considered as protected by copyright and may be used only in accordance with these terms and conditions, or with what specified in the Site texts, except upon a written consent by Novartis. In addition, "BioUpper" is a registered trademark. Novartis makes no guarantee with regard to any violations of third parties rights by the visitors/users resulting from the improper use of the material contained in this Site or the "BioUpper" trademark.
8. The subdivision of parts or sections of this Site and/or the incorporation of the same in other third party sites unrelated to the Novartis Group is prohibited.
9. The visitor/User of the Site has no right to economically exploit any of Novartis's or third parties material present in this Site, with reference to trademarks, patents, technologies, products, processes or any other intellectual property rights of Novartis or any third parties referred to on the Site.
10. With the exception of the information covered by the *Code for the protection of privacy on the Internet*, all communications or materials transmitted to the Site or through the Site by visitors/users via electronic mail or any other means – including data, questions, comments, suggestions and the like – will be treated as non-confidential and unprotected information, unless otherwise indicated. Novartis acquires the availability of all the material submitted or sent to the Site, with every and widest powers of use, including – without limitation – the reproduction, transmission, publication and sending. Except for what is stated in the "Statute" for the participation in the "BioUpper" initiative, Novartis is also free to use any idea, concept, know-how or technique contained in the communications received from the Site or through the Site for any purpose, including – by way of example – the development, production and marketing of products based on such information.
11. Although Novartis periodically checks and controls the material contained on the web pages dedicated to the exchange of views, there is no such obligation and Novartis assumes no responsibilities with regard to the contents and the information present in such section of the Site. It is forbidden to post messages that are defamatory, obscene, calumnious or otherwise contrary to any applicable provision of law. Novartis will work with the authorities,

ensuring a timely fulfilment of any action undertaken in order to identify those who commit unlawful acts while sending material to the Site.

12. If it recognizes a violation of these terms and conditions of use of the Site, Novartis reserves the right to undertake – without prior notice – any corrective action, including the exclusion of the visitor/User from the access to the Site and its services and the removal of all material posted on the Site by the same visitor/User, without assuming any responsibility in this regard.
13. The visitor/User agrees to indemnify Novartis for all claims, damages, liabilities, court proceedings and any other damages or loss arising from the improper use by the visitor/User of the services of discussion, exchange of views, sending, transmission and the like provided by the Site. The above is intended as referred – by way of example only – to any actions related to violations of copyright, trademarks, patents, protection of intellectual and industrial property, unfair competition and defamation.
14. Novartis reserves the right to revise these Terms and Conditions by means of periodic updates. Since these revisions are binding for the Site visitor, the latter is invited to consult this page periodically, to be aware of such updates.
15. The visitor is obliged to use the contents of the Site in accordance with the laws, regulations, with these Terms, as well as with the specific limits and modes of use applicable to the same. Therefore, the visitor, without this implying any exception to the above, acknowledges and agrees that:
  - a. the content of the Site should be used in compliance with the principles of good faith and fairness;
  - b. it is forbidden to use the contents of the Site for illegal or fraudulent purposes or activities;
  - c. the visitor is solely responsible for the proper and personal use of the contents of the Site and its functions, as well as for the protection and proper use of the contents that the same visitor adds to the Site or sends via the Site.

The User is, therefore, required to protect the information above, ensuring the security and confidentiality of personal identification data, account information, passwords and the like relating to the use of the Site

Novartis is not responsible for any costs, losses or damages incurred as a result of the failure on the part of the visitor to comply with any of the responsibilities listed above.

Novartis does not guarantee the visitor the maintenance of the Site contents, nor any assistance for its use.

Novartis is not responsible for any failure to update the Site nor for any malfunction of the same.

Novartis does not give any explicit or implicit guarantee concerning the use of the Site or its contents.

## **Privacy Policy**

This Policy applies to all websites of the companies of the Novartis Group in Italy which have a URL address. The document is intended as an expression of the criteria and general practices in the protection of privacy that characterize the means by which personal data and information are collected, stored and used.

This Privacy Policy can be easily consulted, being accessible from the homepage of the Site and through links from every other page of the same, where personal data are collected. If necessary, in these collection points additional information could be provided in relation to the specific purposes for which the data will be used. This Policy, together with any additional information, aims at ensuring the protection of personal privacy of the visitors and users of Novartis's websites.

For more information, please refer to the "Privacy Policy" section, referred to in the above link.

## **Privacy Guarantees**

The expression "personal data" used in this Code shall mean any information that can be used to identify, directly or indirectly, a natural or legal person. Novartis will not process your personal data without your consent, where this is not permitted by the applicable regulations. While processing your personal data, Novartis is committed to comply with Legislative Decree 196/03 and subsequent amendments and in any case with the applicable national and international law on the protection of Privacy. Within the above context, Novartis ensures the compliance with the highest standards of security of your personal information. The subsequent sections – concerning: cookie policy, privacy policy and statement of consent – show the methods of collection of your personal data for the participation in the BioUpper program.

Failure to sign the statement of consent to the processing of personal data will make it impossible to participate in the BioUpper program.

For any further information, please use the following address to contact Novartis: [info@novartis.it](mailto:info@novartis.it)

## **Novartis Farma SpA**

Registered Office

Largo Umberto Boccioni, 1 – I-21040 Origgio (VA) - ITALY

Corporate capital

Euro 18,200,000

Company register of Varese and registration number

VA - 252021

Tax Code

07195130153

VAT number

02385200122