

**Otsuka Pharmaceutical Europe Limited**

**CARE for Major Depressive Disorder™**

**Terms and Conditions**

**Last Updated: 10 November 2023**

**For all medical emergencies, go to the nearest hospital or immediately dial 999.**

**Please read the following Terms of Use carefully.**

**Information about the Intended Use, Important Safety Information, and Instructions for Use for CAM can be found at [www.careformdd.co.uk](http://www.careformdd.co.uk)**

**Information about how we process your personal data is set out in the Privacy Policy.**

**By checking “I have read and agree to the terms & conditions”, you acknowledge that you have read and understand the Terms of Use, you accept the agreement, and you intend to be bound by and to sign the agreement.**

#### **TERMS & CONDITIONS OF USE**

Welcome to the Terms & Conditions of Use (the “Terms of Use”) for the **CARE for Major Depressive Disorder (“CAM”) mobile application**. These Terms of Use apply to all users of CAM (“user” or “you/your”). These Terms of Use govern your use of CAM and any associated applications or services owned or controlled by Otsuka Pharmaceutical Europe Limited incorporated and registered in England and Wales with company number 03456326 whose registered office is at 2 Windsor Dials, Arthur Road, Windsor SL4 United Kingdom (called “Otsuka,” or “us/we/our” in the Terms of Use). We have worked with Click Therapeutics (“Click”) on the development of CAM. Use of CAM is offered to you conditioned upon your acceptance without modification of these Terms of Use. Your use of CAM constitutes agreement to these Terms of Use.

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

- Your healthcare professional will not have direct access to any information in CAM. As described in the Privacy Policy, certain information can be shared with your healthcare professional with your permission.
- You agree and consent that CAM is not intended or designed to be a monitoring program.
- CAM is not a substitute for your direct communication with your healthcare professional.

**CAM does not replace your healthcare professional’s medical advice.**

- DO NOT IGNORE OR DELAY OBTAINING PROFESSIONAL MEDICAL ADVICE BECAUSE OF INFORMATION GATHERED THROUGH USE OF THE SYSTEM.
- EMERGENCY: CALL 999 IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY OR YOU ARE IN IMMEDIATE DANGER OF SUICIDE.
- IF YOU HAVE QUESTIONS ABOUT YOUR DEPRESSION, PLEASE CONTACT YOUR HEALTHCARE PROFESSIONAL OR CALL 111.

Please read and review these Terms of Use carefully before using CAM. **By selecting “Accept” you agree to be bound by these Terms of Use.** If you do not agree to these Terms of Use, you may not use CAM.

## **1. Using CAM**

### **1.1 For All CAM Users**

#### **CAM Does Not Replace Your Healthcare professional’s Medical Advice**

CAM is a digital therapeutic intended for the treatment of major depressive disorder (MDD) in adults. It is intended to be used alongside standard of care and supported by a healthcare professional. CAM provides neurobehavioral treatment composed of three parts: cognitive emotional training, cognitive behavioral therapy-based psychotherapy lessons, and personalized messaging.

CAM is a UKCA-marked medical device and has been designed and manufactured to comply with the relevant Essential Requirements set out in the UK Medical Devices Regulations. Otsuka America Pharmaceutical, Inc., an affiliate of Otsuka, acts as the legal manufacturer of the device. Otsuka acts as the UK Responsible Person.

## **2. Changes to the Terms of Use and to CAM**

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 CAM, and the changes will be effective upon such posting. 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 CAM. Continued use of CAM after the effective date of a change to these Terms of Use constitutes acceptance of the updated version of the Terms of Use.

## **3. Acceptable Use and Restrictions on Use**

CAM is available only to persons above the age of 18, located in the United Kingdom and for use in accordance with the Intended Use. If you do not meet these requirements, you may not use CAM.

You agree only to use CAM for the purposes for which they have been designed. You will comply with these Terms and all applicable laws, rules, and regulations and will not encourage or promote any activity that violates these Terms.

### **Additional Restrictions**

You agree that you will not:

- use CAM for any unlawful purpose or to promote illegal activities;
- try to interfere in any way with CAM’s networks or network security or try to use CAM to gain unauthorised access to any other computer system, or other user’s account;
- interfere or try to interfere with the proper functioning of CAM, or damage any data or information associated with CAM;
- transmit any harmful, malicious, or unauthorised software such as: viruses, time bombs, Trojan horses, worms, surveillance codes, other computer programming routines;
- make any automated use of CAM, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;

- bypass any measures we take to restrict access to CAM or use any software, technology or device to scrape, spider or crawl CAM or harvest or manipulate data, or access any other user's information (unless explicitly granted permission in writing);
- post or link to any content (verbal, images, or otherwise) to social media, or any other public-facing forums, related to CAM or your use of CAM, given proprietary product development considerations;
- post or link to any malicious content or offensive material; or
- send harassing, discriminatory, disparaging, defamatory, or inappropriate messages about CAM.

If we determine that you have violated any of the above restrictions or any other term or condition of these Terms, we reserve the right, in our sole discretion, to discontinue your use of CAM.

#### **4. Privacy Policy**

Personal Information collected in connection with CAM will be maintained in accordance with our posted Privacy Policy.

#### **5. Accounts, Passwords, and Security**

CAM requires that you set up an account, including providing a preferred name, email address, password, and phone number. You acknowledge that you are entirely responsible for preserving the confidentiality of your account, including your preferred name, email address, password, and phone number and for any and all activity that occurs under your account. You should not share your password with anyone. If you feel that your security has been compromised, you can change your password at any time by going to the edit profile screen and following the instructions.

You must notify Otsuka as soon as possible via the contact information provided below if you discover any unauthorised access or use of your account or access credentials, or any other breach of security.

As part of your use of CAM, you may be required to use a smartphone to enter, access, or update your personal information. You understand that you are responsible for safeguarding and securing your smartphone and any associated credentials (such as your account password). If you leave your smartphone unattended, or if it is lost or stolen, you understand that personal information may be accessible to others. CAM will automatically log users out of accounts 6 months after the latest login, after a period of inactivity up to 6 months long.

You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using smartphones and you hereby expressly assume such risks. You acknowledge that Otsuka is not responsible for third-party access to your smartphone or CAM that results from theft or misappropriation of your smartphone. We caution you to guard your smartphone and account password against any unauthorised access by others.

We are not responsible for the security of email or texting systems used by any patients, and we cannot guarantee that information will be encrypted on these systems.

#### **6. User Information**

In these Terms, your "User Information" means any material that you submit to us through your use of CAM. You agree only to provide User Information that is accurate, and you agree to keep your User Information current, including your email address and phone number.

You own your User Information. By submitting or uploading User Information to CAM, you grant Otsuka the right to access, view, display, reproduce, adapt, publish, translate, store, host, cache, maintain, modify,

distribute and otherwise use your User Information in any manner, subject to restrictions on use of personal information under the Privacy Policy and applicable law. The right you grant to Otsuka includes an unrestricted, worldwide, irrevocable, non-exclusive, perpetual, fully-paid, royalty-free, transferrable license. You also grant Otsuka the right to sub-license these rights through multiple tiers. We have no obligation to screen, edit, or monitor your User Information, but we may, in our discretion, delete or remove User Information at any time and for any reason.

You may be asked to participate in surveys, questionnaires, and other activities from time to time to share insights about your experience with CAM, including your comments, suggestions, ideas or other feedback (“Feedback”). We and Click may use your Feedback to help us improve CAM and related services, and it may be used to develop other commercial products or services. Providing Feedback on CAM is voluntary and does not affect your ability to use CAM. You are hereby agreeing that we can contact you via email, telephone or text message to request your Feedback.

If you choose to provide us with Feedback, you agree that we and Click have an unrestricted right to use it, and you are not entitled to receive any compensation.

## **7. No Unlawful or Prohibited Use; Intellectual Property Rights**

To use CAM, you must be at least 18 years of age and fully able, competent, and authorised to enter into and be bound by these Terms of Use. Minor children are not eligible to use CAM. 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 authorised to access, or to submit any content or information to, CAM.

Any misuse of CAM may lead to the termination of your account at our sole discretion. You agree not to interrupt or attempt to interrupt the operation of CAM 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 CAM or infringes on the privacy of any other user of CAM will not be tolerated, including by means of hacking, scraping, or defacing any portion of CAM, or by engaging in spamming, flooding, or other disruptive activities.

You are granted a non-exclusive, non-transferable, revocable license to access and use CAM strictly in accordance with these Terms of Use. All components of CAM, including any service, text, photographs, graphics, icon buttons, images, screen layouts, designs, artwork, names, logos, trademarks, service marks, and data as well as the compilation and design thereof (“Content”), and any software or hardware used by CAM, are the property of Otsuka (or its licensors) and may be protected by trademark, copyright, patent, and other laws, rules, and regulations that protect intellectual property and proprietary rights. CAM may include both Content owned or controlled by Otsuka and Third Party Content (defined below) owned and controlled by third parties and licensed to Otsuka. You agree to observe and abide by all proprietary notices, legends, and other restrictions.

CAM, including materials and information contained on CAM, is intended for individual use only and may not be used, sold, reproduced, distributed, or in any way disseminated by you. You will use CAM solely for your personal use and will make no other use of CAM or its components without the express written permission of Otsuka and any other trademark owner. Unless expressly permitted by applicable law, 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 CAM without our express written consent. You agree that you do not acquire any ownership rights in CAM or its components. We do not grant you any licenses, expressed or implied, to the intellectual property of Otsuka, except as expressly authorised by these Terms of Use.

All trademarks, trade names and logos appearing on or through CAM are owned by us or licensed by us or Click. The Otsuka name and logo and all other Otsuka names, marks, logos, and other identifiers are trademarks and service marks of Otsuka. The Click name and logo and all other Click names, marks, logos, and other identifiers are trademarks and service marks of Click. Names, marks, logos, and other identifiers of third parties, including third party healthcare professionals, are trademarks and service marks of their

respective owners. You may not use or display any Otsuka or Click trademarks, trade names, logos, or other identifiers without our prior written permission. We reserve all rights.

## **8. Third Party Content and Services**

CAM may contain or interact with third party applications, websites, products, services (the "Third Party Content"). Your use of Third Party Content may be subject to additional terms and conditions and privacy policies. The inclusion of Third Party Content does not imply any approval, sponsorship or endorsement of such Third Party Content or any association with the parties that own or operate the Third Party Content. You acknowledge that use of Third Party Content is strictly at your own risk including, but not limited to, any risks associated with destructive viruses, and that Otsuka makes no warranties, express, statutory or implied, with respect to such Third Party Content. These Terms do not govern your use of any Third Party Content and you are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the Third Party Content. We do not control Third Party Content and we are not responsible or liable for the content or performance of those sites, including but not limited to, any inaccuracies, errors or omission in any content, any intellectual property infringement with relation to the Third Party Content, or any loss or damage of any kind incurred as a result of the use of any Third Party Content linked in or otherwise made available via CAM.

## **9. Disclaimers**

The disclaimers in this paragraph apply only to the maximum extent permitted by law, and will not limit any right or remedy you have under mandatory applicable law.

CAM, and all content are provided on an "as is" and "as available" basis, without any representation or warranty of any kind, express or implied, or any guaranty or assurance that CAM will be available for use or that all information, content, materials, products, features, functions, or operations will be available, up-to-date, accurate, or perform as described. Otsuka warrants that any part of CAM and or content will operate uninterrupted or error-free or that defects will be corrected.

Otsuka does not warrant that the information, content, materials, products, or other services included on or otherwise made available to you through CAM or electronic communications sent from CAM are free of viruses, malicious code, or other harmful components.

We may suspend or withdraw or restrict the availability of CAM for any reason, including business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

## **10. Limitation of Liability**

Nothing in these Terms limits or excludes our liability that, under applicable law, cannot be limited or excluded, including liability for death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation.

If we fail to comply with the Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or that is otherwise indirect or consequential. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. In no circumstance will we be liable for any loss of profit, goodwill, revenue, anticipated savings, or any loss or corruption of data. To the maximum extent permitted by law, our aggregate liability under this Agreement is limited to £100.

We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

## **11. Choice of Law and Venue**

These Terms of Use, and any and all disputes arising out of or relating to these Terms of Use, are governed by English law. You hereby consent to the exclusive jurisdiction and the venue of the courts of England and Wales (except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland) to resolve any and all disputes arising out of or relating to these Terms of Use and to use of CAM.

## **12. Termination**

These Terms are effective unless and until terminated by either you or Otsuka. You may terminate these Terms at any time, provided that you discontinue any further access or use of CAM. We also may terminate these Terms, in our sole discretion, at any time and may do so and accordingly deny you access to CAM.

## **13. Miscellaneous**

These Terms constitute the entire agreement between you and Otsuka regarding your access to, and use of CAM. Except as expressly stated in these Terms, only Otsuka or you may enforce these Terms. If a portion of these Terms is determined to be unlawful, void, or unenforceable, it will not affect the enforceability of the remaining provisions, and the remaining provisions will continue in full force and effect. The following provisions survive the expiration or termination of these Terms: all definitions; Otsuka's Ownership Rights; User Information; Third Party Content; Limitation of Liability; Indemnity; Choice of Law and Venue; and Miscellaneous. 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 CAM. 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.

## **14. How to Contact Us**

If you have any questions or comments about these Terms you may contact [medical.information@otsuka-europe.com](mailto:medical.information@otsuka-europe.com).

## **15. App Store Terms**

Otsuka licenses use of CAM to you on the basis of these terms and subject to any rules or policies applied by any app store provider or operator from whose site CAM has been downloaded.

If CAM is made available using the iOS operating system or has been downloaded from the Apple, Inc. ("Apple") app store ("Apple App Store") then:

- (a) You and Otsuka acknowledge and agree that this Agreement is solely between you and Otsuka, not Apple and that Apple has no responsibility for CAM.
- (b) Your use of CAM must comply with the terms of service of the Apple App Store.
- (c) The licence granted to you by Otsuka under clause 7 permits you to use CAM on any Apple-branded product that you own or control as permitted by the "Usage Rules" set out in the "Apple Media Services Terms and Conditions", except that App may also be accessed, acquired and used by other accounts associated with you or your family via Apple's family-sharing functionality, or volume purchasing.

Otsuka is solely responsible for providing any applicable maintenance and support services in relation to CAM. You acknowledge that Apple has no obligation whatsoever to provide any maintenance and support services with respect to CAM.

In the event of any failure of CAM to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for CAM to you. To the maximum extent permitted by applicable

law, Apple will have no other warranty obligation whatsoever with respect to CAM, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Otsuka as provider of CAM.

You and Otsuka acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to CAM or your possession and/or use of CAM, including, but not limited to: (i) product liability claims, (ii) any claim that CAM fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation. All such claims are governed solely by this Agreement and any law applicable to Otsuka as provider of CAM.

You and Otsuka acknowledge that, in the event of any third party claim that CAM or your possession and use of that CAM infringes that third party's intellectual property rights, Otsuka, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

You must comply with any applicable third party terms of use when you are using CAM.

You and Otsuka acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as relates to your licence of CAM, and that, upon your acceptance of the terms of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your licence of CAM against you as a third party beneficiary thereof.

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.