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These terms apply to you, the person, organisation or entity that uses the Site (referred to as "you" or "your") and form a contract between you and us if you use the Site. Please read these terms carefully. If you have any questions, please contact us using the contact details below. Your use of the Site indicates that you have read and accepted these terms. We may, (but are not obliged) to amend the information on the Site and these terms from time to time without notice to you. You should check the terms regularly to ensure you are aware of any changes, and only proceed to use the Site if you accept and will comply with the new terms. Some of the terms relate specifically to the supply of medicines by Roche Products Pty Ltd that may result from enrolments or applications you make on behalf of patients seeking access to our medicines by using the Site.

- Site content disclaimer: The information contained on the Site, apart from product information, is for general information purposes only. It does not take into account your, or any patient's specific needs or circumstances, and it is not professional advice. Before acting on any such information, you should consider whether it is appropriate for you and/or patients. The information does not constitute an offer of or solicitation for transacting in any Roche securities and where forward looking information is presented it is subject to many uncertainties and actual results may differ significantly from those presented. Links to third party pages and are provided for convenience only and we do not express any opinion on the content of those pages. We make no representations or warranties, express or implied, as to the accuracy or completeness of the information. You agree that your access to and use of the Site is at your own risk and neither we nor any other party involved in creating, producing or delivering the Site will be liable for any direct or indirect loss or damage arising out of your use of or access to or inability to use or access the Site or any Site linked to it.
- 2. Roche Products Patient Access Integrated Registry and Supply (PAIRS) terms: We will supply patients with access to medicines on the following terms:
 - (a) We may supply our medicines free of charge for the duration that we have agreed to. We may stop supply at any time in our absolute discretion.
 - (b) Examples of circumstances where supply will stop are changes in Therapeutic Goods
 Administration (**TGA**) registration of the medicine, listing of the medicine on the pharmaceutical
 benefits scheme, divestment of the medicine, unavailability of the medicine in Australia and
 changes in the safety profile of the medicine.
 - (c) Patients who are receiving medicines must at all times meet the eligibility criteria for the relevant program for supply to continue.
 - (d) Supplied medicines must only be used by the specific approved patient, managed by a healthcare professional.
 - (e) In all cases, we will only re-supply medicines on written request using our required form/system. Continuation of supply is subject to the patient continuing to benefit from the treatment and meeting any relevant TGA requirements, (including the special access scheme requirements).
 - (f) If the use requested is an unapproved use, you accept, to the extent permitted by law, any liability and risks associated with the prescription and/or use of the medicine. If you are a prescriber, we will supply you with relevant information that we have about the medicine on the basis that you agree to keep that information confidential.
 - (g) We may send electronic notifications to you concerning the supply for a patient, including confirmation of supply and notice of expected upcoming treatments.
 - (h) Special pharmacovigilance reporting requirements will be presented to the treating physician in the form of a safety data exchange procedure, when your patient is approved to receive the requested therapeutic. The treating physician must agree to these requirements prior to the supply of therapeutic for their patients. These requirements will form part of these terms.
- 3. **Roche product vigilance:** To report a suspected side effect or product complaint associated with the use of a Roche product, visit www.medinfo.roche.com/australia or contact Roche Patient Safety at australia.safety@roche.com



- 4. Intellectual property rights: The Site contains material which is owned by or licensed to us and is protected by Australian and international intellectual property laws, including but not limited to the content, branding and look and feel of the Site. You agree not to do anything to infringe those rights, including but not limited to:
 - (a) copying, altering, modifying or creating derivative works from any of the code on the Site or the content:
 - (b) framing or embedding the Site or any part of it in another website; or
 - (c) linking the Site or any part of it to another website,

without obtaining our prior written permission, which we may withhold in our absolute discretion.

- 5. Use of the Site: You also agree not to:
 - (a) use the Site other than for obtaining general information for your own use;
 - (b) use the Site in order to compete with our business;
 - (c) attempt to or tamper with, hinder or modify the Site, knowingly transmit viruses or other disabling features, or damage or interfere with the Site; or
 - (d) assist a third party to do any of the above acts.
- 6. **Privacy:** Please read our <u>privacy policy</u>, which is available on the Site. By agreeing to these terms, you agree to the terms of our privacy policy.
- 7. **Amending, deleting and blocking:** We may amend or delete any and all content or links and block any user in our sole discretion.
- 8. **Availability of the Site:** We are not responsible for any delays on or interruptions to the Site. We may at any time, and without notice, discontinue the Site in whole or in part and will not be responsible for any loss, cost, damage or liability that may result.
- 9. **No waiver:** If we do not act in relation to a breach of these terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of these terms by you.
- 10. **Enforceability:** If any of these terms is found to be illegal, invalid or unenforceable this will not affect the remainder of these terms, which will continue in full force and effect.
- 11. **Further assurances**: We and you both agree, at our own expense, to act in good faith at all times and to do everything reasonably necessary to give full effect to these terms.
- 12. **Disputes:** We and you agree to use alternative dispute resolution including but not limited to negotiation and mediation to resolve any dispute arising out of or relating to these terms, prior to resorting to court proceedings.
- 13. **Jurisdiction:** These terms are subject to the laws of New South Wales and the Commonwealth of Australia and we and you both submit to the non-exclusive jurisdiction of the courts of those jurisdictions.

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Roche Products Pty Limited
ABN 70 000 132 865 Level 8,
30-34 Hickson Road
Sydney NSW 2000
Australia Medical Information
www.medinfo.roche.com/australia
Phone 1800 233 950

Roche Diagnostics Australia Pty Limited 2 Julius Avenue North Ryde NSW 2113 Australia Phone 02 9860 2222 Email: australia.dia_general@roche.com Roche Diabetes Care Australia Pty Limited 2 Julius Avenue North Ryde NSW 2113 Australia Phone: 02 8665 9898