

General Terms & Conditions of Use

Article 1 – Legal notices

1.1 Publisher

The application is entirely published, financed and updated by Roche (Roche SAS, a simplified joint stock company (SAS) with registered capital of €38,168,895.55, headquartered at 30, Cours de l'Île Seguin, 92650 Boulogne-Billancourt and registered on the Nanterre Trade and Companies Register (RCS) under number 552 012 031).

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The User may contact the administrator at the following address: paris.service_desk@roche.com

1.2 Hosted by

CARDIWEB

RCS n°: 431 809 508 (Paris)

Address: 14 rue Auber, 75009 PARIS

Registered capital: €366,424

Article 2 – Object of the General Terms & Conditions of Use

These General Terms & Conditions of Use (GT&Cs) set out the terms and conditions governing the use of the services offered by the application (the App).

Anyone having access to the App, irrespective of their position, their object and purpose, and their access to and/or use of the services offered, is deemed to be a user (the User).

The User acknowledges that in using the App they are presumed to be informed of these GT&Cs and undertakes to accept and abide by them unreservedly.

The GT&Cs apply concomitantly with the Personal Data Protection Charter.

Roche reserves the right to modify the GT&Cs at any time. Should this be the case, the legal notices applicable shall be those in force on the date of use of the App.

Article 3 – Object of the App

The mobile App is intended for all Roche employees and service providers using the L'Angle building at 4 cours de l'Île Seguin, 92100 Boulogne Billancourt (the Building).

The purpose of the App is to improve the user experience in the L'Angle SmartBuilding, in terms of comfort and practicality.

The App offers two User profiles:

- Facility (the Roche Pharma France Facility team)
- Non-Facility (all other employees)

For both profiles, the mobile App allows the User to:

- search workspaces in the Building by use or by category
- locate points of interest in the Building
- find their way around the Building
- report any IT and Facility incidents occurring in the Building. Incidents may be accompanied by a picture. This picture will never have as object a person.

In addition, the Facility profile of the mobile App allows the User to:

- manage comfort levels in all Building spaces

The App is available to Users once downloaded onto their smartphone, on:

- iOS via the Roche internal AppZone, in the form of a mobile app for use on iPhones;
- Android Google Play, in the form of a mobile app for use on Android-compatible smartphones.

Article 4 – Intellectual Property

The App is owned and operated by Roche. The layout, texts, software, music, sound, photographs, images, illustrations, videos, databases, source code, graphic charter, brands, logos and any other work presented on the App are protected by the Intellectual Property Code and are the property of Roche. The User undertakes not to reproduce them without Roche's explicit consent and not to extract any information from the databases used by this medium.

Article 5 – Data Privacy and Protection

Roche is responsible for processing the personal data collected by the Application. This processing is based on the legitimate interest of Roche and is intended to create the User's account allowing him/her to benefit from the functionalities as described in these GT&Cs.

The following personal data are collected via the Application:

- *First name
- *Last name
- *Email address
- *UserId
- *Department

These personal data requested from the User, and preceded by an asterisk, are mandatory. Otherwise, the User will not be able to access the Application.

No pictures of persons are shared via the Application.

The IT team and the Facility team at the perimeter of their function will have access to the data.

The data will be kept for the time necessary to achieve the purposes set forth above, then deleted or archived in accordance with the applicable legal rules.

Users may exercise their rights of access, rectification and deletion of their data, as well as their right to object on legitimate grounds and to limit their processing by mail or e-mail to the

Roche DPO, 4 Cours de l'Île Seguin 92650 Boulogne Billancourt,
france.donneespersonnelles-pharma@roche.com.

Article 6 – Pharmacovigilance

The App is not intended for the purpose of collecting information relating to pharmacovigilance.

In accordance with the provisions of the French Public Health Code (*Code de la santé publique*):

- Any adverse event noted by a health professional must be notified by the professional concerned to the relevant regional pharmacovigilance center (CRPV) (form and contact details available on the ANSM website www.ansm.sante.fr or in the Dictionnaire Vidal®).

- An adverse effect may also be reported by a *non-health professional* to the relevant regional pharmacovigilance center (CRPV) (form and contact details available on the ANSM website).

A User wishing to report an adverse event may also contact the Roche Pharmacovigilance Department and/or Roche Medical & Pharmaceutical Information at the following addresses:

Medical & Pharmaceutical Information

Tel: 01 47 61 47 61 Fax: 01 47 61 77 61

Monday to Friday, 9 am to 6 pm

E-mail: paris.imp@roche.com

Pharmacovigilance Department

Tel: 01 47 61 47 00 Fax 01 47 61 77 77

Monday to Friday, 9 am to 6 pm

E-mail: Neuilly.pharmacovigilance@roche.com

Where necessary, and as part of its legal pharmacovigilance monitoring obligations, Roche will process reports of this type and the User may and/or will be contacted subsequently by Roche to obtain any further information that may be necessary.

Article 7 – Liability

7.1 Liability regarding use of the App

Roche provides the App with no guarantee of compatibility with the User's IT hardware. All costs relating to access to the App are to be borne exclusively by the User.

Roche does not guarantee against any malfunction, of whatever nature, of the App or of the Internet network. Roche may not be held liable for any loss or damage, direct or indirect, suffered by the User as a result of accessing, installing or using the App or of any malfunction of the App or of the network.

Roche accepts no liability in the event of loss or damage suffered by the User arising from the loss, deterioration or corruption of files, from the transmission of viruses that might infect the User's IT equipment or any other asset due to connection to and/or consultation and/or use of the App and its features.

7.2 Liability regarding the content of the App

Roche makes every effort to provide reliable and up to date information but offers no guarantee or representation, either explicit or implicit, as to the compliance and exhaustive nature of the information and content available on the App.

Roche accepts no liability for any decisions Users may make solely on the basis of information published on the App. Any use of such information and content is made under the sole responsibility and control of the User.

7.3 Liability regarding links to other websites

Links giving access to third-party websites are and/or may offered to Users. Roche has no control over the content of third-party websites and explicitly accepts no liability for the information featuring on such websites or for the consequences arising from the use of such information.

Article 8 – Access to the App

Roche reserves the right to cancel, suspend, modify and interrupt access to all or part of the App, at any time and without prior notice, for any reason whatsoever.

Roche shall not be held liable for any interruption or suspension of the App for whatever reason (including maintenance operations or Internet network incident).

Roche further reserves the right to cancel or restrict access to the App for any User using the App in breach of these terms & conditions and/or seeking unauthorized access, by means including but not limited to fraudulent use of the system or access code theft.

Article 9 – Agreement on evidence

The computerized records stored in the information systems of Roche or of a company mandated by Roche under reasonable conditions of security shall be considered as proof of communications and various transmissions of information between Users and Roche. Data shall be stored and archived on a reliable and durable medium in accordance with article 1379 of the French Civil Code (*Code civil*).

Article 10 – Law applicable – Dispute settlement

The GT&Cs and the App are subject to the laws and regulations in force in France.

In the event of any dispute regarding performance of the GT&Cs, the parties may engage in mediation proceedings or any alternative method of dispute settlement.

Latest revision date: 03/09/2020