

TERMS OF USE

Last updated: September 2023

BEFORE USING OUR WEBSITE OR THE SERVICE AVAILABLE THROUGH THE WEBSITE, PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN LEGAL OBLIGATIONS. BY USING THIS WEBSITE, YOU SIGNIFY YOUR AGREEMENT TO ADHERE TO THESE TERMS OF USE AND YOUR ACCEPTANCE OF THE [PRIVACY POLICY](#). IF YOU DO NOT AGREE WITH THESE TERMS OF USE OR DO NOT ACCEPT THE PRIVACY POLICY, YOU MAY NOT USE THIS WEBSITE OR THE SERVICE AVAILABLE THROUGH THE WEBSITE.

Scope of Use

This Website, www.KITEKONNECT.ca (“Website”), is hosted and owned by Gilead Sciences Canada, Inc. (“Gilead”). These terms of use (the “Terms of Use”) are a binding agreement between Gilead and you, the user of the KITE KONNECT® patient enrollment and scheduling support tool and all associated services on the Website (collectively, the “Service”). These Terms of Use govern your use of the Website and the Service and are binding on you.

We may revise these Terms of Use at any time by posting revised Terms of Use on this Website and will indicate at the top of the Terms of Use the date these Terms of Use were last revised. We strongly encourage you to review these Terms of Use often.

The Service is offered and administered by Gilead, and Gilead may utilize the assistance of one or more independent, third party service providers selected by Gilead (each, a “Service Provider”) to deliver the Service. The Service Provider(s) may change from time to time, at Gilead’s discretion.

Gilead will communicate with you through the Service in order to deliver the Service and to provide you with factual information related to your account and the Service according to these Terms of Use and the Web Registration Form. They may also contact you by phone or other means for the same purposes.

No part of any material, software, information, data and other content on this Website or through the Service may be accessed, used, copied, downloaded, stored, transferred, or distributed for any other purpose without the expressed written consent of Gilead.

In consideration of the availability, and your use, of this Website and/or the Service, you agree to comply with all applicable laws, [Gilead's Privacy Policy](#), and these Terms of Use. You agree to provide accurate, current and complete information as may be prompted by any forms on or through the Service, and maintain the accuracy and completeness of such information, and keep it accurate, current and complete. It is important that you keep your information up to date as Gilead will communicate with you through the Service about important information relating to your account and the Service we are providing you with.

You also agree, with respect to the Website and the Service, not to:

- post, transmit, link to, or otherwise distribute any materials, information or content constituting, advocating or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Website or the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Website, the Service, or the Internet;
- defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;

- post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information; and
- post, transmit, link to, or otherwise distribute any information, materials or content (including for greater certainty, software) which contains a virus, spyware, cancelbot, trojan horse, worm or other harmful or disruptive component.

You acknowledge that Gilead may investigate any alleged or potential violations of law or these Terms of Use and may cooperate with law enforcement authorities. You agree that Gilead may discontinue, change, or restrict your use of the Website or the Service for any reason without notice, including the right to block access to the Website or Service from any particular internet address. Gilead reserves the right to seek all remedies available for violations of any Terms of Use.

By using this Website, you represent that you are at least 18 years old and a Canadian resident.

Accounts and Passwords

The Service may require registration or subscription. Should you choose to register for the Service and Website, and in accordance with [Gilead's Privacy Policy](#), you agree to provide accurate and current information about yourself as required by the relevant registration or subscription process. You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration or subscription on the Website, and (b) all activities that occur under such password or account. Further, you agree to notify Gilead of any unauthorized use of your password or account. You authorize Gilead to collect and use all information regarding your use of this Website and all information provided by you in connection with the use of the Website and, as applicable, the Service. Following the provision of accurate and current information about yourself, final authorization by Gilead, based on input from your corresponding institution or facility, is required to complete the registration process.

EACH OF GILEAD AND ITS REPRESENTATIVES, SERVICE PROVIDERS AND LICENSORS, AND EACH OF THEIR RESPECTIVE AFFILIATES AND EMPLOYEES (COLLECTIVELY, "GILEAD GROUP") ARE NOT RESPONSIBLE FOR THE ACCURACY, MAINTENANCE OR USE OF ANY INFORMATION YOU PROVIDE, AND THE GILEAD GROUP WILL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF, OR IN CONNECTION WITH, YOUR PROVISION OF ANY INFORMATION, OR FAILURE TO PROVIDE INFORMATION, TO ANY MEMBER OF THE GILEAD GROUP, INCLUDING AS SET OUT MORE GENERALLY BELOW.

User Content

You are solely responsible for any feedback, profiles, messages, responses, reminders, data, notes, information, images, text, and other content (which may include personal information) that you upload, post, transmit, share or publish ("Post") on or through the Service, or transmit to or share with other users of the Service, including information related to your patients and personnel, (collectively the "User Content"). You may not Post User Content on the Service that you did not create, that you do not have permission to post, or in which you do not have the rights to grant to Gilead the rights contemplated in these Terms of Use. When you Post User Content, you are consenting to (or promising to Gilead that you have obtained appropriate consent for) the collection and use of personal information in accordance with Gilead's Privacy Policy and applicable law, including having obtained appropriate and informed consent from your patients to do so. You understand and agree that a Service Provider may, but is not obligated to, review any User Content and may delete or remove (without notice) any User Content in its sole discretion, for any reason or no reason. You are solely responsible at your sole cost and expense for

creating backup copies and replacing any User Content you Post to, or store on, the Service. You acknowledge and agree that User Content may be transferred unencrypted over networks both within and outside of Canada, and may be transferred, processed and stored outside of Canada. As such, you acknowledge and agree that your User Content may, as required by laws of those jurisdictions, be subject to disclosure and use that differs from that described in the [Gilead's Privacy Policy](#), and may be available to those jurisdictions' law enforcement agencies.

Use License

When you register to use the Service, Gilead grants to you a limited, revocable, personal license to access and use the Service solely in connection with your use of the Service, subject to your compliance with these Terms of Use and the following restrictions: You may not: (a) modify any part of the Service or use the Service for any commercial purpose, or any public display, performance, sale or rental; (b) decompile, reverse engineer, disassemble or make derivative works of any part of the Service; (c) remove any confidentiality, privacy, patent, copyright, trademark or other proprietary notices from the Service; (d) transfer, sublicense, or grant access to the Service to another person or entity in any manner inconsistent with these Terms of Use and Gilead's current policies; (e) permit or allow any unauthorized copying of the Service or other information on the Service; and/or (f) provide your registration information to another person.

TERMINATION OF THIS USE LICENSE

Gilead may at any time, for any reason or for no reason, without notice to you, and subject to applicable law, remove, delete or destroy all data related to your enrollment with the Service, or suspend or terminate your right to access or use the Service, or may instruct a Service Provider to do so.

Gilead may terminate these Terms of Use and/or your use the Service at any time, with or without cause without notice to you. These Terms of Use survive the expiration or termination of your right to access the Service. Gilead reserves the right to discontinue or make changes to the Service, and/or the Website at any time.

Submission of Ideas or Suggestions

If you have ideas or suggestions regarding improvements or additions to this Website or the Service, Gilead would like to hear from you.

You agree that you will only submit ideas, suggestions, concepts, know-how, techniques, or related materials ("Ideas") that comply with applicable law and that you have the right to submit, and Gilead and its affiliates shall be free to use such Ideas for any reason whatsoever. You grant (or warrant that the owner of such Ideas expressly grant) to Gilead and its affiliates a worldwide, perpetual, royalty-free, irrevocable and non-exclusive license and right to (i) use, copy, adapt, transmit, communicate, publicly display, perform, and/or distribute such Ideas; and (ii) create compilations and/or derivative works from such Ideas.

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IDEAS IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY THE GILEAD GROUP, WITHOUT OBTAINING PERMISSION OR LICENSE FROM YOU OR ANY OTHER PARTY.

Professional Information Disclaimer

The Website may make available certain information related to professional fields such as, without limitation, medicine, pharmacy practice, law, public policy, and health economics (“Professional Information”). Professional Information is provided for educational and informational purposes only, and should not be interpreted as medical advice, professional advice, or a recommendation for a specific treatment plan, product, policy, or course of action. Gilead is not engaged in rendering professional services or advice via this Website and you should not construe the publication or availability of any Professional Information on the Website or through the Service as such or as an endorsement by Gilead or its affiliates of the views expressed therein, or any warranty or guarantee of any strategy, recommendation, treatment, action, or application of medication made by the author of such Professional Information.

Use of Professional Information does not substitute consultations with a qualified medical, legal, or other relevant professional, and you are strongly encouraged to review and verify the Website content with such qualified professionals. In addition, while the Professional Information is frequently updated, this information can change rapidly and therefore, some Professional Information may be out of date.

Patient Confidentiality

The Service enables you to transmit, transfer, store, review or receive confidential and personal information or personal health information about individual patients (“Patient Information”). You acknowledge and agree that you have the authority and necessary consents to provide Patient Information in accordance with applicable law, as well as any ethical and licensure requirements of your profession. You represent, warrant and covenant that you will, at all times during the term of these Terms of Use and thereafter, comply with all applicable laws and professional requirements directly or indirectly applicable to you that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of Patient Information, and use your best efforts to cause others under your direction and control to comply with such laws and professional requirements. You are, at all times during the term of these Terms of Use and thereafter, solely responsible for obtaining and maintaining all patient consents to disclose, process, retrieve, transmit, and view the Patient Information you transmit, store, or receive in connection with the Service. You agree that Gilead and any applicable Service Provider and their employees, have the right to monitor, retrieve and store Patient Information in connection with the operation or use of the Service, and in doing so are acting on your behalf. GILEAD CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED WHILE USING THE SERVICE AND THE MATERIALS ON THE SERVICE. GILEAD RESERVES THE RIGHT TO AMEND OR DELETE ANY USER CONTENT OR PROFESSIONAL INFORMATION AND/OR TO SUSPEND OR CANCEL YOUR ACCOUNT OR RESTRICT YOUR ACCESS TO THE SERVICE IF, IN GILEAD’S SOLE DISCRETION, YOU VIOLATE THE ABOVE.

No Warranties

YOU UNDERSTAND AND EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND THE SERVICE ARE PROVIDED TO YOU ON AN "AS IS" OR "AS AVAILABLE" BASIS AND THAT THE GILEAD GROUP DOES NOT MAKE ANY AND HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS, AND ENDORSEMENTS (COLLECTIVELY, "WARRANTIES") OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AS TO

ANY MATTER HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM INFECTIONS OR VIRUSES, OR THE TITLE, ACCURACY, COMPLETENESS, SUITABILITY, CURRENCY, OR RELIABILITY OF ANY SERVICE OR CONTENT AVAILABLE THROUGH THE WEBSITE, AS WELL AS ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE; AND (B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GILEAD GROUP SPECIFICALLY MAKES NO WARRANTIES THAT THE WEBSITE OR ITS SERVICE, INCLUDING ANY PROFESSIONAL INFORMATION, OBTAINED FROM OR THROUGH THE USE OF THE WEBSITE OR ITS SERVICE, WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS, OR THAT THE WEBSITE OR ITS SERVICE, OR THE RESULTS DERIVED THEREFROM, WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

YOUR USE OF THE WEBSITE AND THE SERVICE IS AT YOUR SOLE RISK. YOU ARE RESPONSIBLE FOR VERIFYING ANY CONTENT OR PROFESSIONAL INFORMATION BEFORE RELYING ON IT AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF INFECTION AND VIRUSES.

FOR GREATER CERTAINTY, YOU AGREE THAT ALL RISK ASSOCIATED WITH THE USE OF, OR RELIANCE ON, ANYTHING ON THE WEBSITE OR THE SERVICE, INCLUDING PROFESSIONAL INFORMATION, RESTS WITH YOU.

Limitation of Liability

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE OR THE SERVICE IS AT YOUR OWN RISK AND IN NO EVENT WILL ANY MEMBER OF THE GILEAD GROUP BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, AND ANY CLAIMS OR DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE OR ANY SERVICE, INCLUDING WITHOUT LIMITATION RELIANCE ON THE SERVICE OBTAINED THROUGH THE WEBSITE, OR THAT ARISES IN CONNECTION WITH, OR CAUSED IN WHOLE OR IN PART BY, MISTAKES, OMISSIONS, OR DELAYS IN TRANSMISSION OF WEBSITE OR SERVICE CONTENT TO OR FROM THE USER, NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS OR WEBSITE INTERRUPTIONS OR FAILURE, UNAUTHORIZED ACCESS OR MODIFICATION TO ANY OF YOUR CONTENT OR TRANSMISSIONS, AND UNAUTHORIZED ACCESS TO THE WEBSITE, SERVICES AND CONTENT, REGARDLESS OF WHETHER SUCH CLAIMS OR DAMAGES ARE BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER THE GILEAD GROUP HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

Trademarks

All intellectual property rights in and to the Website and the Service (including but not limited to copyrights, trademarks, trade secrets, trade dress and patents) are the property of Gilead or its respective affiliates or licensors. Subject to the terms hereof, Gilead, and its respective licensors, retain all copyrights in and to the Website and the individual pages, and their components, and collective works available on the Service. The KITE KONNECT[®] logos, marks and trademarks, are the property of Gilead Sciences Canada Inc. and/or its affiliates or licensors. All other names, marks, and trademarks on the Website or the Service are the property of their respective holders. The display of any such marks or names does not imply that a license has been granted to you to use or display such marks or names. Gilead grants you a limited, non-exclusive, non-transferable license to use and display on your computer or other electronic

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Linked Sites

This Website (www.KITEKONNECT.ca) contains links to two other websites:

If you wish to Enroll a Patient and click on “Go to Portal”, you will be taken to the KiteConnect[®] Hospital Portal (the “Portal”). The Portal is a different website at https://kiteconnect-can.force.com/s/?language=en_US (English version) and <https://kiteconnect-can.force.com/s/?language=FR> (French version).

If you wish to Initiate Leukapheresis and click on “Go to ACM”, you will be taken to the KiteConnect[®] Apheresis Collection Module (“ACM”). ACM is made available on the website: <https://kiteconnect-can.force.com/s/aphcollection/>

Gilead operates both the Portal : https://kiteconnect-can.force.com/s/?language=en_US and <https://kiteconnect-can.force.com/s/?language=FR> and the ACM <https://kiteconnect-can.force.com/s/aphcollection/> (the “Linked Sites”).

These Terms of Use, including [Gilead's Privacy Policy](#), apply to your access to, and use of the Linked Sites, in the same manner as they apply to your access to, and use of this Website.

Indemnification

You agree to defend, indemnify and hold harmless each member of the Gilead Group and each of their respective officers, directors, employees and agents, including all third parties mentioned on the Website, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of these Terms of Use; (b) your access to or use of the Website or the Service; or (c) your use or reliance on, or publication, communication or distribution of anything on or from the Website or through the Service. You will use your best efforts to cooperate with the Gilead Group in the defense of any claim. The Gilead Group reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Dispute Resolution

Any dispute between Gilead and you arising out of these Terms of Use shall be resolved first by direct communication between you and one (1) or more of Gilead's management team members. Should Gilead and you be unable to resolve the dispute by such communication and both you and Gilead jointly agree to do so, Gilead or you may submit any dispute arising out of or relating to these Terms of Use, or the breach thereof, firstly to mediation, and if that does not resolve the dispute then to final and binding arbitration, administered by a single member of the Arbitration and Mediation Institute of Ontario in accordance with the rules thereof, such mediation and arbitration to be conducted in Toronto, Ontario in the English language. The arbitrator shall fully implement the intent and purposes of these Terms of Use and may award damages, costs and expenses against any of the parties hereto which awards may be entered and enforced by any court having complete jurisdiction (including costs of arbitration and reasonable legal fees).

Force Majeure

Gilead shall not be liable for any failure or unavailability of the Service and/or the Website or failure by Gilead to perform any of its obligations hereunder as a result of strikes, lockouts, calamities, acts of God, unavailability of suppliers, telecommunications and Internet outages, the loss or destruction of data, the deletion or corruption of storage media, power failures, natural phenomena, riots, acts of vandalism, acts or omissions of civil or military authority, war, terrorism or any other event beyond Gilead's control.

Entire Agreement

The Terms of Use and the Gilead Privacy Policy, and any other policy which is incorporated herein by this reference, contains the entire agreement between you and Gilead relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto. These Terms of Use may not be amended or supplemented by (a) any purchase order or similar form originated by You relating to the subject matter hereof, or (b) statements of any of the Service Provider's or Gilead's employees.

Location & Governing Law

This Website is operated by Gilead from its offices in Ontario, Canada. The laws of the Province of Ontario shall govern these Terms of Use, without reference to its choice of law rules. Gilead makes no representation that the information in the Website is appropriate or available for use in other locations, and access to the Website from jurisdictions where the content of the Website may be illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Questions

If you have any questions about these Terms of Use contact us at:

Email: canadaprivacy@gilead.com