

iGRO TERMS OF USE FOR CLINICS

Overview & Objective

iGRO™ is a web-based tool developed by and on behalf of Pfizer Inc. in the US for use by endocrine clinics (which may be sole practitioners, partnerships, incorporated bodies or other forms of practice) ('Clinics') and their authorised personnel ('End Users') to predict growth outcomes in children treated with growth hormone ('iGRO'). The growth prediction is achieved using published algorithms built into the tool. The objective is to enhance the Clinic's patient management; it may also help the Clinic to identify patients who over-respond and under-respond to growth hormone (GH) treatment and those with compliance issues.

The iGRO tool comprises a software programme and a supporting database. It will be rolled out in phases for use by Clinics in the UK, Ireland, Sweden, Finland, Norway, Denmark, Belgium, Netherlands, Germany, France, Italy, Spain, Greece, Switzerland, Austria, and Portugal and may eventually be made available in additional territories.

iGRO is classified as a Class I Medical Device in the EU, and has been CE marked in accordance with applicable EU legislation and guidance. Pfizer Inc is the Legal Manufacturer of iGRO. Pfizer Healthcare Ireland is the EU Authorised Legal Representative of iGRO.

The term '**Pfizer**' in these Terms of Use means the Pfizer group of companies including Pfizer Inc., Pfizer Consumer Healthcare and Pfizer Healthcare Ireland.

ADVERSE EVENT REPORTING

According to local law (HMG) adverse events should be reported to Swiss Health Authority, reporting forms and information can be found at:

<https://www.swissmedic.ch/swissmedic/de/home/humanarzneimittel/marktueberwachung/pharmacovigilance/formulare.html>

Adverse events relating to Pfizer products should be reported using the following link:

German: <https://www.pfizer.ch/de/contact/meldungen>

French: <https://www.pfizer.ch/fr/contact/meldungen>

BY USING iGRO YOU CONFIRM THAT YOU ARE AUTHORISED BY YOUR CLINIC AND ARE AGREEING, ON BEHALF OF YOURSELF AND YOUR CLINIC, TO THE TERMS OF USE OF iGRO.

- 1 End Users.** Endocrine Clinics (which may be sole practitioners, partnerships, incorporated bodies or other types of practice) that have agreed with Pfizer to use iGRO will notify Pfizer of each person within their personnel who is to have access to and use iGRO under the Clinic account.
- 2 Registration.** Each End User will be invited to register via an email invitation from or on behalf of Pfizer, to set up their individual account.

- 3 **End User Accounts and access controls.** iGRO will capture the name, surname and email address for each of the End Users at each Clinic in order to create their individual account in the iGRO system ('**End User Account**'). Each End User Account will have a unique user ID and will be password protected. Each Clinic will be solely responsible for ensuring that user IDs and passwords for each of their End Users are kept confidential and are not used by any person who is not authorised by the Clinic. The Clinic is also solely responsible for all activities that occur under each of its End User Accounts. If an End User leaves a Clinic, then that Clinic will be responsible for preventing the End User accessing iGRO. Pfizer reserves the right to suspend any or all End User Accounts and to withdraw iGRO at any time for any reason.
- 4 **Audit.** iGRO incorporates an automated audit trail which will record details of which End User Account has been used to create, view and update any patient or End User records.
- 5 **Cookies.** iGRO requires cookies to be placed on your device(s) (see the iGRO Privacy Policy at the link below for details) and you agree to them being placed and used. We will notify you if these change.
- 6 **Internet access and security.** iGRO is a web based tool and may require access to the internet via a wireless carrier, internet service provider or other method of internet access (**Network Provider**). Access to iGRO may not be available without an internet connection. You are solely responsible for all charges from your Network Providers. You acknowledge and accept that use of the internet is not always secure and any use of the internet or any insecure networks by the Clinic or End Users (including but not limited to wireless hotspots) is at your Clinic's own risk (see the Privacy Policy for details of the security employed for data held in iGRO).
- 7 **Use of iGRO.** You agree to act lawfully at all times in using and accessing iGRO and you will not do anything which damages, interferes with, disrupts access to, interrupts or impairs the functionality of iGRO or inhibits other users use of the tool.
- 8 **Content.** You agree that access to and use of iGRO and its content is at your own risk. Pfizer and/or its technical service providers may add, alter or delete materials from iGRO at any time at its discretion. Pfizer will use reasonable efforts to include accurate and up-to-date information on iGRO but gives no warranties, undertakings or representations of any kind as to its accuracy, currency, quality, completeness or fitness for purpose. Pfizer disclaims all warranties, express or implied to the fullest extent permitted by law. Neither Pfizer, its affiliates, nor any other person involved in creating, producing or delivering iGRO shall be liable for any loss, damage or cost whatsoever, whether in contract, tort (including negligence or otherwise arising from reliance on information contained in iGRO or as a result of access to, use of, or inability to use iGRO, or in respect of any errors or omissions in its content. This limitation includes any loss, damage or cost caused by any viruses or other harmful device that infects your computer equipment, software or data.
- 9 **Third Party Websites and Links.** iGRO may contain links or references to other websites maintained by third parties over whom Pfizer has no control. Such links are provided merely as a convenience. Pfizer makes no warranties, undertakings or representations of any kind as to the accuracy, currency, quality, completeness or fitness for purpose of any information contained in such websites and shall have no liability for any loss, damage or cost of any kind arising from such information. Inclusion of any third party link does not imply an endorsement or recommendation by Pfizer.

- 10 **Non-Confidential Information.** Any communication or other material that you send to Pfizer through the internet or post on the website by electronic mail or otherwise, such as any questions, comments and suggestions, is and will be deemed to be non-confidential and Pfizer shall have no obligation of any kind with respect to it. Pfizer shall be free to use any ideas, concepts, know-how or techniques contained in these communications and materials for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products without any liability or obligation, financial or otherwise, to any person.
- 11 **Intellectual Property Rights.** All copyright, patents, database rights, trade marks, designs, know-how and confidential information (whether registered or not), and all other intellectual property rights existing in this website and the iGRO tool are owned by Pfizer and/or Pfizer's licensors. The contents of iGRO may only be copied for non-commercial individual reference and provided that all copyright or other proprietary notices are retained and unaltered and thereafter may not be recopied, reproduced or otherwise redistributed. Except as expressly permitted neither the Clinic nor any End User may copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents contained in iGRO or any part of it in any electronic medium or in hard copy, or create any derivative work based on it, without Pfizer's express written consent (this does not prevent a Clinic or End User making a copy of any patient data which is necessary for compliance with medical ethics obligations). In addition, the Pfizer and iGRO names and logos are trademarks, and may not be used without Pfizer's written permission. The misuse of Pfizer's trademarks or any other materials is prohibited and may be in breach of copyright law, trademark law and/or other laws. Please note that Pfizer actively and aggressively enforces its intellectual property rights to the fullest extent of the law.
- 12 **Security breaches.** You agree to notify the iGRO support/help function immediately of any unauthorized use of any of your End Users' accounts or any other breach of security.
- 13 **Relationship with patients.** The relationship between a Clinic or End User and any patients of the Clinic or End User is entirely a private matter between the Clinic and the patient(s) and the Clinic will not, and will ensure that its End Users will not, do anything that will create any binding obligation on Pfizer to any patients or any other person except as expressly permitted by these Terms of Use.
- 14 **Data protection.** The Clinic acknowledges and agrees that under EU and Swiss privacy laws, the Clinic will be the data controller in respect of all patient data submitted and used in iGRO and of all End User data. Pfizer Healthcare Ireland will be a data controller in common in respect of the End User data. The Clinic acknowledges and agrees that it is solely responsible for compliance with local data protection laws by itself and each of its End Users, for ensuring that each patient and End User is provided with details of how his or her personal data will be used and for obtaining all necessary consents of patients and End Users and for registrations and authorisations, where applicable, with and by regulators. The Clinic acknowledges that third parties are involved in processing and hosting iGRO data and for undertaking maintenance work and may also act as a technical support function to End Users of iGRO. These third parties, the Clinics and the End Users are not required or expected to share any personal data with Pfizer. Pfizer Healthcare Ireland will take reasonable steps to ensure that the personal data held in iGRO is secure and that it remains within the European Economic Area and/or Switzerland when it is processed by these third parties (see the iGRO Privacy Policy at the link below for details).

- 15 **Keying of data.** The Clinic will ensure that only its authorised End Users will be able to enter, view and update patient data and to manage their Clinic's patients using iGRO.
- 16 **Data analysis.** The Clinic acknowledges and agrees that Pfizer may use aggregated statistics on the data held in iGRO in order to assess how iGRO is used and to improve its functionality and performance. The Clinic hereby appoints Pfizer's nominated service provider (details of which will be provided by Pfizer on request) to aggregate the data and to provide only aggregated statistics to Pfizer.
- 17 **Advice.** iGRO is not a substitute for medical judgment, advice, diagnosis or treatment of any health condition or problem and should not be regarded or relied upon as such. Please refer to the Appropriate Use of iGRO document, available from the footer link in the tool, for an explanation of how the iGRO models can be used.
- 18 **Compatibility.** No representation or warranty is given that iGRO is compatible with any hardware or software versions or applications. You may obtain information for each version of iGRO and hardware and software compatibility in the technical User Guides in the support section of iGRO.
- 19 **Miscellaneous.** To the extent that any provisions of these Terms of Use are held to be unlawful, invalid or unenforceable, then such provisions shall be severed and deleted without affecting the enforceability of the remaining provisions.
- 20 **Third party rights.** Except as set out in these Terms of Use, a person who is not a party to them shall have no rights to benefit from or enforce any of the Terms of Use.
- 21 **Changes.** Pfizer may amend these Terms of Use at any time without notice by posting a new version on iGRO. End Users should regularly check for changes. By continuing to use iGRO after a new version has been posted, the End User will be agreeing to the new Terms of Use.
- 22 **Swiss law.** These Terms of Use and use of iGRO shall be governed by and construed in accordance with the laws of Switzerland. Swiss courts shall have non-exclusive jurisdiction over any disputes arising in connection with the iGRO tool and/or these Terms of Use.

PFIZER MAY ALTER THESE TERMS OF USE FROM TIME TO TIME, SO YOU SHOULD PERIODICALLY CHECK THESE TERMS OF USE AS ANY CHANGES WILL TAKE EFFECT AS SOON AS THEY ARE POSTED.