

Terms of Use 使用條款

Effective: 10 March 2020 (只提供英文版本)

1. Acceptance

Your access to and use of the Hong Kong official website and/or subscription to our newsletters and/or through our mobile applications, social media forums, newsletter platforms, and other services, both offline and online, from Novartis Pharmaceuticals (HK) Limited (hereinafter referred to as “Novartis”, “we”, “our”, or “us”) is subject to the following Terms and Conditions and all applicable laws. By accessing and/or browsing our site(s) and/or subscribing to and browsing and accessing our newsletters, you accept and agree to be bound by these Terms and Conditions, without limitation or qualification, unless otherwise specified under the terms and conditions of such sites.

2. Medical information/conditions

Any product information from our newsletters is provided by Novartis to Hong Kong residents only and is solely intended for general information and scientific purposes only. A treatment decision has to be made independently by the treating physician on a case-by-case basis after careful evaluation of the associated benefits and risks. Any product information is not intended to provide complete medical information. **SHOULD YOU HAVE A MEDICAL CONDITION, PROMPTLY SEE YOUR OWN MEDICAL DOCTOR OR HEALTH CARE PROVIDER. WE DO NOT OFFER PERSONALIZED MEDICAL DIAGNOSIS OR PATIENT-SPECIFIC TREATMENT ADVICE.** You should always obtain complete medical information about your prescription medicines or medical devices (including their beneficial medical uses and possible adverse effects) by discussing the appropriate use of any medicine(s) or medical devices directly with your prescribing physician or, where appropriate, other medical advisor. Healthcare professionals may obtain complete medical information from the product's information leaflet. Information on these products may vary by country or location. Insofar as any product information may be provided in our newsletters, unless otherwise stated, such product information shall only refer to our products for Hong Kong. Patients and healthcare professionals should check with appropriate and relevant local medical resources and regulatory authorities for information.

3. Use of information

You may freely browse our sites according to the terms and conditions of such sites, but you may only access, download or use information from our sites and/or newsletters, including any text, images, audio, and video (the "Information") for your own non-commercial use only. You may not distribute, modify, transmit, reuse, repost, or use the Information for any commercial purposes, without written permission of Novartis. You must retain and reproduce each and every copyright notice or other proprietary rights notice contained in any Information you download. You should assume that everything you see or read on our sites and/or newsletters is copyrighted unless otherwise noted and may not be used except as provided in these Terms and Conditions or in the text on our sites and/or from our newsletters without the written permission of Novartis. Except as otherwise permitted in this paragraph, Novartis neither warrants nor represents that your use of materials displayed on our sites and/or from our newsletters will not infringe rights of third parties not owned by or affiliated with Novartis. With the exception of the foregoing limited authorization, no license to or right in the Information, or any copyright of Novartis or of any other party is granted or conferred to you.

4. Trademarks/proprietary rights

You should assume that all product names appearing on our sites and/or from our newsletters, whether or not appearing in large print, italics or with the trademark symbol are trademarks of Novartis. Our sites and/or newsletters may also contain or refer to patents, proprietary information, technologies, products, processes or other proprietary rights of Novartis and/or the Novartis Group and/or other parties. No license to or right in any such trademarks, patents, trade secrets, technologies, products, processes and other proprietary rights of Novartis and/or the Novartis Group and/or other parties is granted to or conferred upon you. All product names published (whether in italics or not) on our sites and/or in our newsletters are trademarks owned by or licensed to the Novartis Group.

5. Disclaimer of warranties

While Novartis uses reasonable efforts to ensure that the Information is accurate and up-to-date, the Information may contain inaccuracies or typographical errors. Novartis reserves the right to make changes, corrections and/or improvements to the Information, and to the products and programs described in such Information, at any time without notice. Novartis makes no warranties or representations as to the accuracy of any of the Information. Novartis assumes no liability or responsibility for any errors or omissions in the content of our sites and/or our newsletters. ALL INFORMATION IS PROVIDED "AS IS." NOVARTIS PROVIDES NO WARRANTIES ABOUT THE COMPLETENESS OR ACCURACY OF THE INFORMATION ON OUR SITES AND/OR OUR NEWSLETTERS OR THEIR POSSIBLE USES. CONSEQUENTLY, THE INFORMATION SHOULD BE CAREFULLY AND INDEPENDENTLY EVALUATED BY SITE VISITORS AND/OR SUBSCRIBERS. NEITHER NOVARTIS, NOR ANY OTHER NOVARTIS GROUP COMPANY, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING OUR SITES AND/OR OUR NEWSLETTERS TO YOU SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO USE OUR SITES AND/OR OUR NEWSLETTERS, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF OUR SITES AND/OR OUR NEWSLETTERS. The Novartis Group also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, or use of the

Information. Novartis reserves the right to discontinue any of our sites and/or our newsletter services at any time without notice and without liability.

6. Information you supply to us

Except for information covered by our Privacy Policy, any communication or material you transmit to Novartis by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and nonproprietary. Anything you transmit becomes the property of Novartis or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Novartis is free to use, without compensation to you, any ideas, concepts, know-how, or techniques contained in any communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing our products and/or services using such information.

7. Worldwide products

Our sites and/or our newsletters may contain information on worldwide products and services, not all of which are available in every location. A reference to a product or service from our sites and/or our newsletters does not imply that such product or service is or will be available in Hong Kong. The products referred to on our sites and/or in our newsletter may be subject to different regulatory requirements depending on the country/location of use. Consequently, visitors and/or subscribers may be notified that certain sections of our sites and/or our newsletters are intended only for certain kinds of expert users or only for audiences in certain countries. As our sites and/or newsletters are only for residents in Hong Kong only, you should not construe anything from our sites and/or our newsletters as a promotion or advertisement for any product or for the use of any product that is not authorized by the laws and regulations of Hong Kong.

8. Disclaimer

Nothing on our sites and/or from our newsletters constitutes an invitation or offer to invest or deal in the securities or American Depositary Receipts of any of the Novartis Group. In particular, actual results and developments may be materially different from any forecast, opinion or expectation expressed on our sites and/or in our newsletters and the past performance of the price of securities must not be relied on as a guide to their future performance.

9. Links to our sites

Novartis has not reviewed any or all of the third-party websites which contain links to any of our sites and is not responsible for the content of any such off-site pages or any other sites linked to our sites. If you wish to link your website to any of our sites, you may only link to the home page of our Hong Kong official website. You may not link to any other pages within our Hong Kong official website without the prior written consent of Novartis. Quotation or use of one or more portions of our Hong Kong official website in the site of any third parties without written consent is likewise prohibited.

10. Links to other sites

Links to third-party sites may be provided for the interest or convenience of visitors and/or subscribers only. The terms of use and privacy policy of the third-party site(s) may be different.

Novartis accepts no liability for links from us to others, and in particular we are not responsible for the accuracy or legality of the content thereof. We accept no liability deriving from a breach or omission in the privacy policies of third parties.

11. Consequences

If we become aware that any user has violated any of these Terms and Conditions, in addition and without prejudice to any of our rights, we may immediately take corrective action, including suspension of such user's access to the website, terminating such user from our newsletter subscription services and preventing such user from using our newsletters at any moment and without notice. If we have been injured by any user's violation, we may, in our sole discretion, seek to recover damages and costs.

12. Revisions

Novartis may at any time revise or update these Terms and Conditions of Use. Your access of the website and/or continued subscription to our newsletters indicate your acceptance to be bound by any such revisions and you should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

Source URL: <https://www.novartis.com/hk-zh/terms-use>

List of links present in page

- <https://www.novartis.com/hk-zh/hk-zh/terms-use>