



TCPA Terms & Conditions

By signing up to receive marketing texts and calls, or by requesting information by telephone, text message, fax, e-mail, direct mail, or other means, you accept, without limitation or qualification, that:

- You and Novartis agree that any legal disputes or claims arising out of or related to the TCPA Terms and Conditions, or the use of the Novartis products and/or the Services (including but not limited to telephone calls or text messages sent by Novartis), or the interpretation, enforceability, revocability, or validity of the TCPA Terms and Conditions, or the arbitrability of any dispute, that cannot be resolved informally shall be submitted to binding arbitration in the state in which the TCPA Terms and Conditions was performed. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules.
- This arbitration clause is an independent agreement and shall survive the termination and/or transfer of these TCPA Terms and Conditions or any other agreement between you and Novartis. If any provision of the agreement to arbitrate in this Section is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced (but in no case will there be a class, representative, or private attorney general arbitration). Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. The laws of the State of New York will govern the TCPA Terms and Conditions and the Federal Arbitration Act, 9 U.S.C. §§ 1-16, will govern this Section, without giving effect to any principles of conflicts of laws. Each party shall bear its own costs relating to the arbitration consistent with the Commercial Arbitration Rules of the American Arbitration Association.
- You and Novartis agree that any claim, action, or proceeding arising out of or related to the TCPA Terms and Conditions or telephone calls or text messages sent by Novartis must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and the arbitrator may not otherwise preside over any form of a representative, collective, or class proceeding.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND NOVARTIS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.