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Please read the Roche (Malaysia) Sdn. Bhd. (“Roche”) Terms and Conditions carefully as they affect your rights and liabilities under the law. By using the myrocheportal.com (“Website”) you indicate that you accept these Terms and Conditions and that you agree to abide by them. If you do not agree with these Terms and Conditions, you do not have permission to access the contents of this Website and you should cease using this Website immediately.

Clause 1. Access and use of this Website

Access to this Website is permitted on a temporary basis, and Roche reserves the right to withdraw or amend the service Roche provides on this Website without notice (see below). Roche will not be liable if for any reason this Website is unavailable at any time or for any period.

From time to time, Roche may restrict access to some parts of this Website, or the entire Website, to users who have registered with Roche.

If you choose, or you are provided with a user identification code, password or any other piece of information as part of Roche's security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Roche has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in Roche's opinion you have failed to comply with any of the provisions of these terms of use.

When using this Website, you must comply with the provisions of Roche's [Acceptable Use Policy](#).

You are responsible for making all arrangements necessary for you to have access to this Website. You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of these terms, and that they comply with them.

This Website is provided to you free of charge for your personal use, subject to these Terms and Conditions and the [Acceptable Use Policy](#). By using this Website you agree to be bound by these Terms and Conditions.

Clause 2. Amendments to this Website and the Terms and Conditions

Roche reserves the right at any time to change these Terms and Conditions by posting changes online. You are responsible for regularly reviewing information posted online to obtain prompt notice of any such changes. Your continued usage of this Website after changes are posted constitutes your acceptance of the revised Terms and Conditions.

Roche also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Website with or without notice. Roche shall not be liable to you or to any third party for any modification, suspension or discontinuance of this Website.

Clause 3. Reliance on information posted

Commentary and other materials posted on this Website are not intended to amount to advice on which reliance should be placed. Roche therefore disclaims all liability and responsibility arising from any

reliance placed on such materials by any visitor to this Website, or by anyone who may be informed of any of its contents.

Clause 4. Intellectual property

Roche owns or is licensed to use all intellectual property and the content of this Website and reserve the right to pursue any intellectual property infringement in the Courts of the country where Roche suffers damages. No license is granted to you in these Terms and Conditions to use any trade name or mark of Roche or its affiliated companies. You shall not assert any claim or ownership to any trade names or marks or to the goodwill or reputation of Roche or its affiliated companies. If you are unsure of the legality of your use of the material on this Website you should contact malaysia.pharma@roche.com.

You may print off one copy, and may download extracts, of any page(s) from this Website for your personal reference. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on this Website must always be acknowledged.

You must not use any part of the materials on this Website for commercial purposes without obtaining a license to do so from Roche or Roche's licensors.

If you print off, copy or download any part of this Website in breach of these terms of use, your right to use this Website will cease immediately and you must, at Roche's option, return or destroy any copies of the materials you have made.

Clause 5. Your responsibility

You agree that you must evaluate, and bear all risks associated with the use of material available on this Website, including but not limited to any reliance upon the accuracy, completeness or usefulness of such material. In this regard, you acknowledge and agree that you may not rely on any material created by Roche or submitted to Roche and appearing on this Website.

You must ensure that any personal information that you supply to Roche is correct and complete. You must inform Roche immediately of any changes to the information that you have supplied to us.

Clause 6. No warranty and no liability

While Roche is making great efforts to include accurate and up-to-date information, Roche makes no representations or warranties, express or implied, as to the accuracy or completeness of the information provided on this Website and disclaim any liability for the use of this Website or any Website linked to it. Roche may change this Website at any time without notice but does not assume any responsibility to update it. All users agree that all access and use of this Website and on any Website linked to from this Website and the content thereof is at their own risk. Neither Roche nor any other party involved in creating, producing or delivering this Website or on any Roche (or its Affiliate) Website linked to from this Website shall be liable in any manner whatsoever for any direct, incidental, consequential, indirect or punitive damages arising out of your access, use or inability to use this Website or any Website linked to from this Website, or any errors or omissions in the content thereof.

Clause 7. Handling of material on this Website

We reserve the right to remove any material on this Website at any time.

You acknowledge and agree that Roche may preserve and disclose material posted by you on this Website if required (a) by law or legal process, (b) to enforce these Terms and Conditions, (c) to respond to claims that such material violates the rights of third parties, (d) to protect Roche's rights and/or property, or rights and/or the property of other users of this Website and the general public.

Clause 8. Viruses, hacking and other offences

You must not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Website, the server on which this Website is stored or any server, computer or database connected to this Website. You must not attack this Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may commit a criminal offence under the Computer Crimes Act 1997. Roche will report any such breach to the relevant law enforcement authorities and Roche will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Website linked to it.

Clause 9. Termination

In Roche's sole discretion, Roche may terminate your use of this Website, and remove and discard any material you have posted on this Website, for any reason, including, without limitation, if Roche believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. You agree that any termination of your access to this Website under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that Roche may immediately bar any further access to this Website. Furthermore, you agree that Roche shall not be liable to you or any third party for any termination of your access to this Website.

Clause 10. Material submitted or made available for inclusion on this Website

We do not claim ownership of material you submit or make available for inclusion on this Website. However, with respect to material you submit or make available for inclusion on this Website, you grant Roche a world-wide, royalty free, non-exclusive, perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such material (in whole or in part) and to incorporate such material into other works in any format or medium now known or later developed, subject to Roche's privacy policy.

Clause 11. Indemnity

You agree to indemnify and hold Roche and its subsidiaries, affiliates, officers, agents, and employees (collectively, the "Indemnified Parties") harmless from any loss, damage, injury, claim, demand, cost, including reasonable attorneys' fees, or penalty awarded against or incurred or paid by any of the Indemnified Parties due to or arising out of any material you use, submit, post, transmit or otherwise make available on this Website, your use of this Website, your violation of these Terms and Conditions, or your violation of any rights of another.

Clause 12. Links

As a convenience to you, this Website may include links to other Websites or material that is beyond Roche's control. Their inclusion must not be taken to imply any endorsement or validation by Roche of the content of the linked Website. Roche does not accept responsibility or liability for any losses or penalties that may be incurred or for the accuracy of hyperlinks to third party Websites or the content of such third party Websites.

This Website must not be framed on any other Website, nor may you create a link to any part of this Website other than the home page. Roche reserves the right to withdraw linking permission without notice. This Website from which you are linking must comply in all respects with the content standards set out in these Terms and Conditions.

If you wish to make any use of material on this Website other than that set out above, please address your request to malaysia.pharma@roche.com

Clause 13. International use

Roche makes no promise that materials on this Website are appropriate or available for use in locations outside Malaysia, and accessing this Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access this Website from locations outside of Malaysia, you do so at your own risk and you are responsible for compliance with applicable international and local laws.

The applicable local courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to this Website although Roche retains the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms and Conditions are governed by Malaysian law.

Clause 14. Privacy policy

By using this Website, you also agree to Roche's [Privacy Policy](#).

Please read the Privacy Policy carefully as it contains important information on how Roche uses your personal information.

Clause 15. Miscellaneous

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable, then to the extent that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted. The remaining Terms and Conditions shall survive, remain in full force and effect, and continue to be binding and enforceable. Not enforcing these Terms and Conditions shall not constitute a waiver of any rights under these Terms and Conditions. No waiver by Roche of breach of obligation arising under these terms and conditions shall constitute a waiver of any other breach.

You may not assign, sub-license or otherwise dispose of your rights under these Terms and Conditions.

The information provided on this Website does not constitute an offer of or solicitation for the purchase or disposal of, trading or any transaction in any Roche securities. Investors must not rely on this information for investment decisions.

This page may contain forward-looking information. Such information is subject to a variety of significant uncertainties, including scientific, business, economic and financial factors, and therefore actual results may differ significantly from those presented.

A person who is not a party to these Terms and Conditions shall have no rights under the applicable Malaysian laws to enforce any terms of these Terms and Conditions. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia, and any disputes shall be decided only by the applicable local courts.

Acceptable Use Policy

This acceptable use policy sets out the terms between you and Roche under which you may access this Website. This acceptable use policy applies to all users of, and visitors to, this Website.

Your use of this Website means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement Roche's terms of Website Terms and Conditions.

myrocheportal.com is a Website operated by Roche (Malaysia) Sdn. Bhd. registered in Malaysia under company number 197201000194 (11792-H) at Level 21, The Pinnacle, Persiaran Lagoan, Bandar Sunway, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia.

This Website has been developed to be fully compliant with the applicable code of conduct for pharmaceutical industry.

Prohibited uses

You may use this Website only for lawful purposes. You may not use this Website:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with Roche's Content Standards (see below);
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to use this Website to:

- reproduce, duplicate, copy or re-sell any part of this Website in contravention of the provisions of Roche's terms of Website use Term and Conditions;
- access without authority, interfere with, damage or disrupt:
 - any part of this Website;
 - any equipment or network on which this Website is stored;
 - any software used in the provision of this Website; or
 - any equipment or network or software owned or used by any third party.
- post, transmit or otherwise make available any material that is false, inaccurate, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, hateful or racially or otherwise objectionable; or
- impersonate any person or entity; or
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any material posted on this Website; or
- post, transmit or otherwise make available any material that you do not have the right to make available under any law or contractual or fiduciary relationships; or
- post, transmit or otherwise make available any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or
- post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "spam", "junk mail", "chain letters" or any other forms of solicitation; or

- post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- intentionally or unintentionally violate any national or international statute, law, decree, rule and/or regulation; or
- "stalk" or harass another person; or
- collect or store personal data about others.

Interactive services

We may from time to time provide interactive services on this Website, including, without limitation:

- Chat rooms
- Bulletin boards
- Service review
- Surveys & feedback
- Video conferencing/ virtual meetings

Where Roche does provide any interactive service, Roche will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

Roche will do the best to assess any possible risks for users from third parties when they use any interactive service provided on this Website, and Roche will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, Roche is under no obligation to oversee, monitor or moderate any interactive service Roche provides on this Website, and Roche expressly excludes liability for any loss or damage arising from the use of any interactive service by a user in contravention of Roche's content standards, whether the service is moderated or not.

Where Roche does moderate an interactive service, Roche will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

If such interactive services are recorded then Roche will retain these recordings for so long as to provide us with sufficient information to respond to any issues that may arise and to comply with any applicable legal requirements.

Content standards

These content standards apply to any and all materials which you contribute to this Website (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts);
- Be genuinely held (where they state opinions);
- Comply with applicable law in Malaysia and in any country from which they are posted.

Contributions must NOT:

- Contain any material which is defamatory of any person;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any copyright, database right or trademark of any other person
- Be likely to deceive any person;
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- Give the impression that they emanate from us, if this is not the case;
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in Roche's discretion, whether there has been a breach of this acceptable use policy through your use of this Website. When a breach of this policy has occurred, Roche may take such action as Roche deems appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use Terms and Conditions upon which you are permitted to use this Website, and may result in Roche taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use this Website.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to this Website.
- Issuance of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as Roche reasonably feels is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and Roche may take any other action Roche reasonably deems appropriate.

Restricted areas of the Website

Access to secure and/or password-protected areas of this site is limited to authorized physician users and requires creation of an account. Physicians must provide complete, accurate, and current information on the account and updated as appropriate. Physicians are responsible for maintaining the confidentiality of their account and password information, and agree not to share or distribute account password information.

Physicians agree to notify Roche immediately of any unauthorized use of their account or any other breach of security.

Changes to the Acceptable Use Policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes Roche makes, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on this Website.

Thank you for visiting this Website.

Ends