

WEBSITE TERMS OF USE

Introduction

This page states the Terms and Conditions under which you may use www.emdserono.ca (the "Web Site"). Please read this page carefully. If you do not accept these Terms and Conditions, do not use this Web Site. By using this Web Site, you are indicating your acceptance to be bound by these Terms and Conditions. EMD Serono, Canada may revise these Terms and Conditions at any time by posting an update to this page. You should visit this page periodically, because your continued use of the Web Site following the posting of changes to these Terms and Conditions will mean you accept those changes. The terms "you" and "user" as used herein refer to all individuals and/or entities accessing the Web Site for any reason.

Use Of Material

The site contains information intended for Canadian residents only. Products described may or may not be available in other countries or regions of the world, may be available under different trademarks in different countries and, where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries.

The contents of this Web Site, such as text, graphics, images and other material ("Material"), are owned by EMD Serono, Canada and its affiliates, licensors and vendors, and are protected by Canadian and foreign intellectual property laws. Unauthorized use of the Material may violate copyright, trademark and other laws.

EMD Serono, Canada authorizes you to view and download a single copy of the material on the Web Site solely for your personal use, provided you retain all copyright and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on any other web site or in a networked computer environment for any purpose is prohibited.

You may not copy or adapt the HTML or other code that EMD Serono, Canada uses to generate its pages. This code is also copyright protected by EMD Serono, Canada and its affiliates.

Acceptable Site Use

General Rules

You may not use the Web Site in order to transmit, distribute, store or destroy material (a) in violation of any

applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Security Rules

You are prohibited from violating or attempting to violate the security of the Web Site and from using the Web Site to violate the security of other web sites by any method, including, without limitation, (a) accessing data not intended for you or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user of the Web Site, host or network, including, without limitation, via means of submitting a virus to the Web Site, overloading, "flooding", "spamming", "mail bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any EMD Serono, Canada packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. EMD Serono, Canada may investigate violations of these Terms and Conditions and may involve and cooperate with law enforcement authorities in prosecuting users of the Web Site who are involved in such violations.

Specific Prohibited Uses

EMD Serono, Canada specifically prohibits any use of the Web Site, and you agree not to use the Web Site, for any of the following: distributing or otherwise publishing, without approval, any material containing any solicitation of funds, promotion, advertising, or solicitation from EMD Serono, Canada for goods or services; soliciting other users of the Web Site to join or become members of any commercial online service; or deleting or revising any material posted by any other person or entity.

All images, trademarks and text are property of EMD Serono, Canada and may not be downloaded, distributed, sorted, reused, reported, modified or otherwise used except as provided herein, without the express written permission of EMD Serono, Canada. All product and service names appearing in a typeface different from that of the surrounding text or with a trademark symbol, including "EMD Serono" logos, are trademarks and service marks owned by Merck KGaA, Darmstadt, Germany or its subsidiaries or affiliates or another company and in such case used herein by permission. Use of these marks, except as permitted herein, is expressly prohibited.

Liability Of Emd Serono, Canada

The information provided via this Web Site concerning medical products is not complete and should not be used as a substitute for a consultation or visit with a physician or other healthcare provider. Should you have any health care related questions, please see your physician or other healthcare provider promptly.

The Material may contain inaccuracies or typographical errors. EMD Serono, Canada makes no representations about the accuracy, reliability, completeness, or timeliness of the Web Site or the Material. The use of the Web Site and the Material is at your own risk. We reserve the right, at our discretion, to modify, add, or remove portions of the Web Site at anytime without notice.

EMD Serono, Canada does not warrant that the Web Site will operate error-free or that the Web Site and its server are free of computer viruses or other harmful mechanisms. If your use of the Web Site or the Material results in the need for servicing or replacing equipment or data, EMD Serono, Canada is not responsible for those costs.

The Web Site and Material are provided on an "as is" basis without any warranties of any kind. EMD Serono, Canada, to the fullest extent permitted by law, disclaims all warranties, whether expressed or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement. EMD Serono, Canada makes no warranties about the accuracy, reliability, completeness, or timeliness of the Material services, software, text, graphics or links.

Disclaimer Of Consequential Damages

EMD Serono, Canada disclaims liability for any and all failure of performance, error, omission, interruption, deletion, defect, delay in operation of transmission, computer virus, communication line failure, or the actions of any other party. In no event will EMD Serono, Canada, its affiliates, suppliers, or any third parties be liable for any damages whatsoever (including, without limitation, incidental, reliance or consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Web Site or the Material, whether based on warranty, contract, tort, or any other legal theory, and whether or not EMD Serono, Canada is advised of the possibility of such damages.

Links To Other Sites

The Web Site may contain links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by EMD Serono, Canada of the contents on such third-party web sites. EMD Serono, Canada is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such

third-party sites. If you decide to access linked third-party sites, you do so at you own risk.

EMD Serono, Canada cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from EMD Serono, Canada, since these sites are owned and operated by independent retailers. EMD Serono, Canada does not endorse any of the merchandise, nor has EMD Serono, Canada taken any steps to confirm the accuracy or reliability of any of the information contained in such third-party sites. EMD Serono, Canada does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or off-line transaction with any of these third parties.

Limitation Of Liability

The aggregate liability of EMD Serono, Canada to you for all claims arising from the use of the Materials is limited to \$100.

Termination

EMD Serono, Canada reserves the right, at its sole discretion, to immediately terminate your ability to access the Web Site and/or any other service provided to you by EMD Serono, Canada, upon any breach by you of these Terms and Conditions.

Indemnity

You agree to defend, indemnify, and hold harmless EMD Serono, Canada, its affiliates and their officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of these Terms and Conditions. EMD Serono, Canada will provide notice to you promptly of any such claim, suit, or proceeding and will assist you, at your expense, in defending any such claim, suit or proceeding.

General

EMD Serono, Canada makes no claims that the Materials may be lawfully viewed or downloaded outside of Canada. Access to the Materials may not be legal by certain persons or in certain countries. If you access the Web Site from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms and Conditions are governed by the laws of Ontario and Canada, without respect to its conflict of laws principles. Jurisdiction of any claims arising under these Terms and Conditions will lie exclusively with the courts in Toronto, Ontario. If any provision of these Terms and Conditions is found to be

invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms and Conditions, which will remain in full force and effect. No waiver of any provision of these Terms and Conditions will be deemed a further or continuing waiver of such provision or any other provision. Except as expressly provided in an end user software license, or in a "Legal Notice" or other statement by EMD Serono, Canada on the Web Site, these Terms and Conditions constitute the entire agreement between you and EMD Serono, Canada with respect to the use of Web Site. No changes to these Terms and Conditions may be made except by a revised posting on this page.