

# Terms of Use Agreement

Last updated on 15 October 2010

**PLEASE READ AND REVIEW THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE. By using this website, you agree to this Terms of Use Agreement. If you do not agree, please exit and disregard the information contained herein**

This website is owned and operated by Merck Sharp & Dohme Limited ("MSD"), a company incorporated in England and Wales (registered number 820771) whose registered office is at Hertford Road, Hoddesdon, Hertford, EN11 9BU. MSD is a subsidiary of Merck & Co., Inc, ("Merck") of Whitehouse St, NJ, USA. The website is intended for use by residents of the United Kingdom only. MSD makes no representation that material in this website is appropriate for use outside the United Kingdom and you are responsible for compliance with the laws of your jurisdiction. Use of this website and its contents are governed by **English law**.

1. **Acceptance.** By using this website, you agree to be bound by, and to comply with the terms of use set forth in this agreement and the privacy policy for the website. MSD reserves the right to change these terms from time to time, as it deems to be appropriate. MSD will post amended terms on the website. You should check the terms periodically as changes will take effect as soon as they are posted. You may view the current applicable version of this Terms of Use Agreement at any time through the links on the website.

2. **Scope.** The terms of use set forth in this agreement apply only to your use of this website. MSD and its affiliates operate other websites that are covered by their own conditions as specified within those sites.

3. **Content.** While there may be information on this website related to medical conditions and their treatment, if a medical condition exists you should consult a qualified medical practitioner for specific medical advice. MSD makes no claims or warranties as to the accuracy or completeness of this website. You agree that access to and use of this site and the content thereof is at your own risk.

Certain sections of this website may be designated for healthcare professionals only. If you are a healthcare professional, please note that the information contained on this website is not intended to be comprehensive or to serve as a substitute for your own medical judgment. We recommend that you also consult other professional sources and references prior to making any evaluation or treatment decision.

4. **Use.** 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. MSD's 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 material on this website for commercial purposes. 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 our option, return or destroy any copies of the materials you have made.

If you link to this website you must ensure that you do so in a way that is fair and legal and complies with applicable regulatory rules and guidelines and that does not damage MSD's reputation or take advantage of it. You must not establish a link in such a way so as to suggest any form of association, approval or endorsement by MSD where none exists. This website must not be framed on any other site, nor may you create a link to any part of this website other than the home page. Any link to this website must be deleted immediately if requested by MSD.

5. **Service Access.** Access to this website is permitted on a temporary basis, and MSD reserves the right to withdraw or amend the service provided on this website without notice. MSD will not be liable if for any reason this website is unavailable at any time or for any period.

6. **Representation.** As a user of this website, you are liable for the accuracy of the information that you provide to MSD. Should you respond with information including feedback or data such as questions, comments, suggestions or the like regarding the content of this website, such information shall be deemed to be non-confidential and MSD shall have no obligation of any kind with respect to such information and shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products incorporating such information.

7. **Privacy.** Please refer to the privacy policy for the website on how MSD deals with personal information.

8. **Links to Other Websites.** This website may contain links to other MSD and non-MSD Internet websites. MSD assumes no responsibility for the content of non-MSD Internet websites to which links are provided. Those Internet websites are governed by their own terms of use.

9. **Intellectual Property.** All material on this website is copyright of Merck Sharp & Dohme Limited or it has been granted permission to use such material, except where expressly stated otherwise. Reproduction of part or all of the contents in any form is prohibited other than in accordance with paragraph 4 above.

10. **Disclaimer of Warranties.** The material displayed on this website is provided without any representations, conditions or warranties as to its accuracy. To the extent permitted by law, MSD and its affiliates hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity including, without limitation, the warranties of satisfactory quality, fitness for a particular purpose, use of reasonable care and skill and non-infringement of proprietary rights.

Use of this website is at the risk of the user and MSD accepts no liability for any computer viruses, malicious software, harmful data or any other material which is technologically harmful infecting the user following its use of this website.

11. **Liability.** MSD hereby excludes all liability for any claim, loss, demands or damages of any kind whatsoever (whether such claims, loss, demands or damages were foreseeable, known or otherwise and whether they relate to negligence, breach of contract or otherwise) arising out of or in connection with the use of this website or the information, content or materials included on this website. While MSD tries to ensure that content provided by this website is correct at the time of publication no responsibility is accepted by MSD for any errors, omissions or inaccurate content on the website. Nothing in these terms of use excludes or limits MSD's liability for death or personal injury caused by MSD's negligence (or that of its employees, agents or directors), or MSD's liability for fraudulent misrepresentation, or any other liability which may not be limited or excluded by law.

12. **Consequences.** MSD reserves the right to suspend or terminate your use of this website for any reason at any time without notice. If your breach causes harm to others, you agree to indemnify and hold MSD harmless from and against any and all loss, damage, or expense. If any dispute arises regarding this agreement or your use of this website, it shall be resolved through good faith negotiations between the parties. If such efforts prove unsuccessful, all such controversies, claims, or disputes shall be submitted to the exclusive jurisdiction of the English courts.