

**Terms of Use for EMD Serono STARTone Portal**

# **STARTone Portal - Terms of Use**

## **1. Introduction**

These Terms of Use regulate the use of the STARTone Portal accessible through the login page ("the Portal") for the purpose of submitting and managing three different types of requests: (1) requests for Investigator Sponsored Studies ("ISSs"), (2) request for grants for Accredited Continuing Medical Education for Health Professionals, and (3) requests for Managed Access (which includes requests for post-study medication for clinical study participants and requests for access to approved medication for unapproved uses (collectively, "Requests").

The Portal is operated by Merck KGaA, Darmstadt, Germany and its affiliates, including without limitation EMD Serono, Inc. (hereinafter also, "we", "us" or "our"). Additional details can be found in this [EMD Serono Legal Statement](#) which are incorporated by reference into these Terms of Use.

Please read this page carefully. If you do not accept these Terms of Use, do not use the Portal. By using this portal, you are indicating your acceptance to be bound by these Terms of Use and are accessing content at your own risk. We may revise these Terms of Use at any time by posting an update to this page. You should visit this page periodically, because your continued use of the Portal following the posting of changes to these Terms of Use will mean you accept those changes.

## **2. Access Conditions**

The Portal and its contents are intended only for validly licensed and duly qualified healthcare professionals ("HCPs") in good standing with all applicable governmental and medical licensing organizations, agencies and/or boards who reside in the United States and submit Requests ("you").

By accepting these Terms of Use you represent that you are an HCP who is: (1) validly licensed, (2) duly qualified by education and/or experience, (3) in good

standing with all applicable governmental and medical licensing organizations, agencies and/or boards, (4) a resident of the United States, and (5) authorized to submit a Request. In addition, we require you to register and log-in to access our Portal.

### **3. Exclusion of Liability and Disclaimer**

We have prepared the content of the Portal carefully and in accordance with our current state of knowledge, with information being provided on an “as is” and “as available” basis.

However, we give no warranty, express or implied, for the completeness or correctness of the information provided on the Portal. Please be aware, in particular, that the information we provide may no longer be up-to-date. Access to and use of this Portal and of any associated sites or sites connected via links take place at the user’s own risk. We accept no liability for loss, damage or compensation claims due to missing or incorrect information.

### **4. Legal Notes**

The portal is operated by Merck KGaA, Darmstadt, Germany and its affiliates, including without limitation EMD Serono, Inc. All rights to the Portal or arising from the same shall remain with Merck KGaA, Darmstadt, Germany and/or its affiliates.

We may modify this portal and/or discontinue its operation at any time without prior announcement, either wholly or in parts, at our own discretion and without accepting liability. Likewise, we are under no obligation to update the content of or information on the Portal.

Unless otherwise indicated, all information and documents uploaded into the Portal by an HCP remain under the sole ownership of the HCP (or patient, as required by applicable law). When providing information and uploading documents into the Portal, the HCP agrees to protect the privacy and confidentiality of their patient and their information, as required by applicable law. Further, the HCP expressly agrees to appropriately de-identify or anonymize (as required by applicable law) all protected health information or other protected information in any documents before uploading them into the Portal. We are not responsible for the information or documents you upload to the Portal. By accepting these Terms of Use, you declare that the uploading of the information and documents do not infringe the rights of any third parties and

agree to indemnify us in case any claim related to the information or documents occurs.

Unless otherwise indicated, all documents and information published on our Portal by us remain under the sole ownership of Merck KGaA, Darmstadt, Germany and/or its affiliates. Unless written consent has been obtained from us (our Corporate Communications Department), no permission is given to import published and copyrighted content from our portal to other programs or websites or to use such content in any other way.

Without prejudice to the foregoing, the portal and all underlying technology (other than the information and documents provided by HCPs) is the property of Merck KGaA, Darmstadt, Germany, its affiliates or third parties who have authorized us for this use.

All product names, whether or not appearing in large print or with the trademark symbol, are trademarks of Merck KGaA, Darmstadt, Germany, its affiliates, related companies or its licensors or joint venture partners, unless otherwise noted.

## **5. Content**

All information in the Portal is provided for informational purposes only, under no circumstances may it be used or understood as a substitute for healthcare professional advice and is not to be used for diagnosis of any health problem or disease. Patients should always consult a doctor or another healthcare professional for medical advice or information about diagnosis and treatment.

The portal may also include links to third-party websites. Such links are provided merely as a convenience. The content of third-party websites is beyond our control and we make no warranties or representations regarding the accuracy or validity of such information. Neither do the links represent any kind of support or endorsement of the linked third-party website's contents. Access to and use of sites connected via links takes place at the user's own risk.

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