

Terms of Use

(1) Introduction

The following terms and conditions constitute an agreement between you and Indegene Inc. (“Indegene,” “we,” or “us”), the operator of www.meloclinicaltrial.com. This agreement governs your use of the Site, both as a casual visitor and as a registered user. By using the site, and/or by registering with us, you agree to these terms of use, including that you consent to the information practices disclosed in our Privacy Policy, which is incorporated herein (Privacy Policy Link to be added) by reference. All information collected on the Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

This Site is offered and available to users who are 18 years of age or older. By using this Site, you represent and warrant that you are of legal age to form a binding contract with Indegene and meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Site.

(2) We Do Not Provide Medical Advice

YOU SHOULD NOT RELY ON THE INFORMATION PROVIDED ON THE SITE AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. YOU ARE ENCOURAGED TO SEEK PROFESSIONAL MEDICAL DIAGNOSIS AND TREATMENT FOR ANY MEDICAL CONDITION, AND TO DISCUSS INFORMATION ABOUT FROM THE SITE WITH YOUR HEALTHCARE PROVIDER. INFORMATION PROVIDED ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES AND IS IN NO WAY INTENDED TO SUBSTITUTE CONSULTING A MEDICAL PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A HEALTH CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE. DO NOT USE THE SITE FOR EMERGENCY MEDICAL NEEDS. YOUR USE OF INFORMATION PROVIDED ON THE SITE IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE. RESULTS GENERATED FROM OUR DATABASE ARE NOT, AND SHOULD NOT BE CONSIDERED AS, MEDICAL ADVICE. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, STUDIES, PROTOCOLS, TREATMENTS, PHYSICIANS, PROCEDURES, OPINIONS, PRODUCTS OR OTHER INFORMATION THAT MAY APPEAR ON THE SITE OR ON LINKS REACHED THROUGH THE SITE.

If you rely on any of the information provided by the Site, you do so solely at your own risk. In view of the constant advances in medical knowledge and differences of opinion among medical authorities, you are advised to confirm information on the Site with your healthcare provider. We have no control over, and cannot guarantee the availability of any clinical trial at any time. We will not be liable for cancelled clinical trials or your inability to participate in clinical trials or any injury resulting there from. Studies presented on the Site may not be approved by the participating medical centre’s institutional review board, may be cancelled, or may not be enrolling patients.

(3) Licence to Use Website

Unless otherwise stated, we or our licensors own the intellectual property rights in the Site and material on the Site. Subject to the license below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use. You must not:

- a. republish material from this website (including republication on another website);
- b. sell, rent or sub-license material from the website;
- c. show any material from the website in public;
- d. reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- e. edit or otherwise modify any material on the website; or
- f. redistribute material from this website (except for content specifically and expressly made available for redistribution).

(4) Acceptable Use

You must not use the Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site; or in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with

any unlawful, illegal, fraudulent, or harmful purpose or activity. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, root-kit, or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent. You must not use our Site to transmit or send unsolicited commercial communications. You must not use our Site for any purposes related to marketing without our express written consent.

(5) Restricted Access

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of the Site, or indeed our whole website, at our discretion. If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. We may disable your user ID and password in our sole discretion without notice or explanation.

(6) User Generated Content

In these terms of use, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute your user content in any existing or future media. You also grant to us the right to sublicense these rights, and the right to bring an action for infringement of these rights. Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law). Your user content (and its publication on our website) must not:

- a. be libelous or maliciously false;
- b. be obscene or indecent;
- c. infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- d. infringe any right of confidence, right of privacy, or right under data protection or consumer privacy regulations or legislation;
- e. constitute negligent advice or contain any negligent statement;
- f. constitute an incitement to commit a crime;
- g. be in contempt of any court, or in breach of any court order;
- h. be in breach of racial or religious hatred or discrimination legislation;
- i. be blasphemous;
- j. be in breach of official secrets legislation or any other law;
- k. be in breach of any contractual obligation owed to any person;
- l. depict violence in an explicit, graphic, or gratuitous manner;
- m. be pornographic or sexually explicit;
- n. be untrue, false, inaccurate, or misleading;
- o. consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- p. constitute spam;
- q. be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory, or inflammatory; or
- r. cause annoyance, inconvenience, or needless anxiety to any person.

You represent and warrant that you own or control all rights in and to your user content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

Your user content must be appropriate, civil, tasteful and in accord with generally accepted standards of etiquette and behaviour on the internet. You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms of use. You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website. Notwithstanding our rights under these

terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

(7) Limited Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

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 THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

You acknowledge that some of the information published on this Site is submitted by users, and that we do not usually review, approve or edit such information. We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website, whether express or implied, and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

WE PROVIDE THE SITE AND THE SERVICES "AS IS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES AND THE SITE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING.

(8) Limitations of Liability

Nothing in these terms of use (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law. Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms of use, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

- a. to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;
- b. we will not be liable for any consequential, indirect, or special loss or damage;
- c. we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;
- d. we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;
- e. our maximum liability in relation to any event or series of related events will be limited to \$500.

You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with the website or these terms of use. This will not, of course, limit or exclude the liability of the company itself for the acts and omissions of our officers and employees.

Subject to any governing privacy laws and regulations, you agree to the publication of comments, reviews and/or feedback relating to you, by others, on our website. You acknowledge that such comments, reviews and/or

feedback may be critical or defamatory; and you agree that you will not hold us liable in respect of any such comments, reviews and/or feedback, irrespective of whether we are aware or ought to have been aware of such comments, reviews and/or feedback.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION.

(9) Indemnity

You hereby indemnify us, our affiliates, licensors and service providers, and ours and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns (“Indemnified Parties”) and undertake to keep the Indemnified Parties indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Indemnified Parties to a third party in settlement of a claim or dispute on the advice of the Indemnified Parties’ legal advisers) incurred or suffered by the Indemnified Parties arising out of any breach by you of any provision of these terms of use or your use of the Site, or arising out of any claim or judgment that you have breached any provision of these terms of use.

(10) Breaches of Terms of Use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

- a. send you one or more formal warnings;
- b. temporarily suspend your access to the website;
- c. permanently prohibit you from accessing the website;
- d. block computers using your IP address from accessing the website;
- e. contact your internet services provider and request that they block your access to the website;
- f. bring court proceedings against you for breach of contract or otherwise;
- g. suspend and/or delete your account with the website; and/or
- h. delete and/or edit any or all your user-generated content.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

(11) Third Party Websites

The Site includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third-party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Except as permitted by our Terms of Use, you must not:

- a. establish a link from any website that is not owned by you;
- b. cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site;
- c. link to any part of the Site other than the homepage;
- d. otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these terms of use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

(12) Trademarks

Indegene, www.meloclinicaltrial.com and any logos used on the Site are trademarks belonging to us. We give no permission for the use of these trademarks, and such use may constitute an infringement of our rights. The other registered and unregistered trademarks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

(13) Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version. Your continued use of the Site implies acceptance of any revised terms of use.

(14) Assignment

We may sub-contract, assign, delegate or otherwise transfer our rights, remedies, and obligations under these terms of use without notifying you or obtaining your consent. You may not sub-contract, assign, delegate or otherwise transfer your rights, remedies, and obligations under these terms of use, without our express written consent.

(15) Severability and Waiver

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

No waiver of by us of any term set forth in these terms of use shall be deemed a further or continuing waiver of such term or a waiver of any other term, and any failure by us to assert a right or provision under these terms of use shall not constitute a waiver of such right or provision.

(16) Exclusion of Third-Party Rights

Except as otherwise set forth in these terms of use, these terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(17) Entire Agreement

These terms of use, together with our privacy policy, cookie policy, and other policies mentioned in these terms of use, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements, understandings, representations, and warranties (both oral and written) in respect of your use of this website.

(18) Law and Jurisdiction

All matters relating to the Site and these terms of use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these terms of use or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey in each case located in the City of New Jersey (although we retain the right to bring any suit, action or proceeding against you for breach of these terms of use in your country of residence or any other relevant country). You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

(19) Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

(20) Your Comments and Concerns

This website is operated by Indegene or its affiliates.

All other feedback, comments, requests for technical support and other communications relating to the Site should be directed to: www.meloclinicaltrial.com