

Terms and Conditions and Acceptable Use Policy

These Terms and Conditions together with (1) our Privacy Notice and (2) our Cookie Policy, govern your use of the Foundation Medicine website (the “**Site**”) and your relationship with the owner of the Site, namely Roche Products (Ireland) Limited, a company registered under the laws of Ireland (company No. 214337), with its registered office at 3004 Lake Drive, Citywest, Naas Road, Dublin 24.

Please read these Terms and Conditions carefully as they affect your rights and liabilities under the law. By using our Site, you indicate that you accept these terms of use and 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 the Site and you should cease using the Site immediately.

Clause 1. Access and use of the Site

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Site, or our entire Site.

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

When using our Site, you must comply with the provisions of our Acceptable Use Policy which forms part of these Terms and Conditions and is set out below.

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

The Site is provided to you free of charge for your personal use subject to these Terms and Conditions including the Acceptable Use Policy. By using the Site, you agree to be bound by these Terms and Conditions including the Acceptable Use Policy.

Clause 2. Amendments to the Site

We reserve 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. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time. Your continued

usage of the Site after changes are posted constitutes your acceptance of the revised Terms and Conditions.

We also reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site with or without notice. We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site at any time for business or operational reasons. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

Clause 3. Reliance on Information Posted

Commentary and other materials posted on the Site are provided for general information only and are not intended to amount to advice on which reliance should be placed. You should take professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.

Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

Clause 4. Intellectual Property

Roche Products (Ireland) Limited owns or is licensed to use all intellectual property in the content of this Site and reserves the right to pursue any intellectual property infringement in the Courts of the country where we suffer damage. No licence is granted to you in these Terms and Conditions to use any trade name or mark of Roche Products (Ireland) Limited 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 Products (Ireland) Limited or its affiliated companies. If you are unsure of the legality of your use of the material on the Site you should contact Roche Products (Ireland) Limited at +353 1 4690700.

You may print off one copy, and may download extracts, of any page(s) from our Site 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 our Site must always be acknowledged.

You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

Clause 5. Your Liability

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

You, and not us, are entirely responsible for all material that you make available on this Site. You agree that you must evaluate, and bear all risks associated with, the use of material available on this Site, 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 us and appearing on this Site.

You agree not to use this Site to:

I. post, transmit or otherwise make available any material that is false, inaccurate, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, hateful or racially or otherwise objectionable; or

II. impersonate any person or entity; or

III. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material posted on the Site; or

IV. 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

V. post, transmit or otherwise make available any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or

VI. 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

VII. post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

VIII. intentionally or unintentionally violate any national or international statute, law, decree, rule and/or regulation; or

IX. "stalk" or harass another person; or

X. collect or store personal data about others.

Clause 6. Our Liability

This Site is provided by us, free of charge, without any warranties or guarantees. We do not accept any liability for the quality of material on the Site, including but not limited to its accuracy, authenticity or correctness. Furthermore, we do not accept liability for technical problems that you may experience with the Site. All implied warranties are excluded to the maximum extent permitted by law.

We welcome any information regarding inaccuracies or faults on the Site; such information should be communicated to Roche Products (Ireland) Limited at +353 1 4690700. We will attempt to correct any inaccuracies or faults notified to us as soon as we reasonably can.

To the fullest extent permitted by law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Site.

Nothing in these Terms and Conditions shall exclude liability for death or personal injury caused by negligence or anything else for which it would not be lawful to exclude or limit liability.

Clause 7. Handling of Material on the Site

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

You acknowledge and agree that we may preserve and disclose material posted by you on the Site 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 our rights and/or property, or rights and/or the property of other users of this Site and the general public.

Clause 8. Viruses, Hacking and Other Offences

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site 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 our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Criminal Damage Act 1991 and the Criminal Justice (Theft and Fraud Offences) Act 2001. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site 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 programmes, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

Clause 9. Termination

You agree that we, in our sole discretion, may terminate your use of this Site, and remove and discard any material you have posted on the Site, for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions and/or the Acceptable Use Policy. You agree that any termination of your access to the Site under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that we may immediately bar any further access to the Site. Furthermore, you agree that we shall not be liable to you or any third party for any termination of your access to the Site.

Clause 10. Material Submitted or Made Available for Inclusion on the Site

We do not claim ownership of material you submit or make available for inclusion on the Site. However, with respect to material you submit or make available for inclusion on the Site, you grant us 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 the Privacy Notice.

Clause 11. Indemnity

You agree to indemnify and hold Roche Products (Ireland) Limited, 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 material you submit, post, transmit or otherwise make available on the Site, your use of the Site, your violation of these Terms and Conditions, the Acceptable Use Policy or your violation of any rights of another.

Clause 12. Links

As a convenience to you, the Site may include links to other websites or material that is beyond our control. Their inclusion must not be taken to imply any endorsement or validation by us of the content of the linked website. Roche Products (Ireland) Limited do 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.

Our Site must not be framed on any other website, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The 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 our Site other than that set out above, please address your request to Roche Products (Ireland) Limited at +353 1 4690700.

Clause 13. International Use

The Site is directed towards people residing and working in Ireland. Roche Products (Ireland) Limited makes no promise that materials on the Site are appropriate or available for use in locations outside the Republic of Ireland, and accessing the Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this Site from locations outside of the Republic of Ireland, you do so at your own risk and you are responsible for compliance with local laws.

Clause 14. Privacy Notice

Any use which we make of your personal data which you may provide in using the Site will be in accordance with all applicable data protection laws and our Privacy Notice. Please read the Privacy Notice for the Site carefully as it contains important information on how we use 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. No waiver by Roche Products (Ireland) Limited 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 Irish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain 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 Irish law.

Acceptable Use Policy

This Acceptable Use Policy sets out the terms between you and us under which you may access our Site.

This Acceptable Use Policy applies to all users of, and visitors to, our Site.

Your use of our Site means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement and form part of the above Terms and Conditions. You should not use this Site if you do not agree to the terms of this Acceptable Use Policy and/or the wider Terms and Conditions.

Our Site is operated by Roche Products (Ireland) Limited, registered in Ireland under company number 214337 at 3004 Lake Drive, Citywest, Naas Road, Dublin 24 (we or us).

The Site has been developed to be fully compliant with the Irish Pharmaceutical Healthcare Association (IPHA) Code of Practice for the Pharmaceutical Industry.

Prohibited Uses

You may use our Site only for lawful purposes. You may not use our Site:

- 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 our 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 programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of our Site's Terms and Conditions.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our Site;
 - any equipment or network on which our Site is stored;
 - any software used in the provision of our Site; or
 - any equipment or network or software owned or used by any third party.

Interactive Services

We may from time to time provide interactive services on our Site, including, without limitation:

- Chat rooms
- Bulletin boards
- Service Review
- Business Impact Model

Where we do provide any interactive service, we 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).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Site, and we 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, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

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

Content Standards

These content standards apply to any and all material which you contribute to our Site (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 the Republic of Ireland 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 trade mark 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 our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Site. When a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the Terms and Conditions upon which you are permitted to use our Site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Site
- Issue 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 we reasonably feel is necessary

We exclude liability to the greatest extent legally permissible for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this Acceptable Use Policy are not limited, and we may take any other action we reasonably deem appropriate.

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 we make, 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 our Site.

Thank you for visiting our Site.