

Terms and Conditions

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3. Representations and Warranties

You represent and warrant that you:

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- (b) have the legal authority to use the Site in accordance with these Terms and Conditions, and to fully perform your obligations hereunder; and
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7. Indemnification

You shall indemnify, defend and hold harmless Roche, its officers, directors, employees, subcontractors and agents from and against all losses, expenses, claims, damages and costs, including reasonable attorneys' fees, resulting from your use of, and/or your transmission of any message, content, information or other materials on or through the Site, your breach or violation of the law and regulations, your violation of any third party right, your violation of these Terms and Conditions, or any activity otherwise related to the your use of the Site, including negligent or wrongful conduct.

8. Severability

If any of these Terms and Conditions of use should be determined to be illegal, invalid or otherwise unenforceable, 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 and remain in full force and effect.

9. No Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions of use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10. Governing law

The Terms and Conditions are governed and interpreted according to the laws of Malaysia. Any dispute, controversy or claim arising out of or relating to the Terms and Conditions, or the breach, termination or invalidity thereof, shall be settled by arbitration in Kuala Lumpur in accordance with the UNCITRAL Arbitration Rules for the time being in force. The arbitration shall be administered by the Asian International Arbitration Centre (“ **AIAC** ”). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.