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- Use this Site for any purpose or in any manner that violates any local, state or federal law or regulation or the law or regulation of any foreign government;
- Directly or indirectly, intentionally disrupt or interfere with this Site in any manner that may materially adversely affect Actelion or any third party; or
- Upload, post, email or otherwise transmit without authorization any material that contains personal or private information concerning any third party person or entity, including without limitation, phone number(s) or addresses, credit/debit cards, account numbers, social security numbers, passwords or other similar information.

Indemnification

You agree to defend, indemnify and hold Actelion, its affiliates, and their respective officers, directors, employees, attorneys and agents, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use or misuse of this Site or the infringement by you of any intellectual property rights of any person or entity. Actelion shall provide notice to you promptly of any such claim and shall reasonably cooperate with you, at your expense, in your defense of any such claim.

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You shall first contact us regarding any claim or controversy arising out of or relating to these Terms and Conditions, or any breach thereof, or the use of the Site, except such claims or controversies for which injunctive relief is available, that cannot be resolved by mediation within 30 days shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Supplementary Procedures for Consumer-Related Disputes (collectively, “**AAA Rules**”), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The AAA Rules are available online at adr.org or by calling 1-800-778-7879. You agree that, by accepting these Terms and Conditions, you and Actelion are each waiving the right to a trial by jury or to participate in a class action. These Terms and Conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

Unless you and Actelion agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. If the claim or controversy is for \$10,000 or less, Actelion agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator(s), through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If the claim or controversy exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which the award is based.

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Actelion Contact Information:

Please contact Actelion with any questions or comments about these Terms and Conditions, your personal information, our third-party disclosure practices, or your consent choices at:

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