

Privacy Policy & Legal Terms of Use

BMSE reserves the right to modify this policy at any time by posting an amended Privacy Policy and terms on this website.

Users are free to download the Basic MS Explorer (BMSE) mobile application and the BMSE website informational, educational and research purposes only. Users of this website and the related mobile application software agree to be bound by the legal terms and conditions set forth in this user agreement, as they may be modified from time to time. Your access and use of this website and the related mobile software constitutes your acknowledgment and acceptance of all of the following terms and conditions.

Medical Disclaimer: You are acknowledging that the information on the BMSE website, database, email and mobile application are provided as is for general information only. This website does not offer medical advice or recommendations. Individuals should not rely on the information posted on this website as a substitute for consultations with health care providers who are familiar with individual medical conditions and needs. BMSE recommends that care and treatment decisions related to any medical condition be made in consultation with the patient's physician or other health care provider familiar with the individual's specific health situation.

By reading this, you are acknowledging that the services provided by the BMSE App and BMSE website are not to be used in case of emergency. BMSE claims no liability for use in connection with emergencies. If you are using this app and an emergency occurs please dial 911 and/or go to the nearest hospital.

Accuracy: BMSE has worked to ensure the accuracy of the information it provides through its web, database, e-mail, and mobile application properties. The information that appears on those web, database, and mobile application properties, or in e-mail messages, reflect BMSE's research at the time of publication. Please be advised that this information frequently relies on data obtained from many sources, and accordingly, BMSE cannot guarantee the accuracy and/or currency of the information provided or any analysis based thereon.

BMSE's web, database, and mobile application properties are dynamic. This means that content on any of these properties may change based on evolving science, new information, or other factors. BMSE makes no representations with respect to the information, services, products or messaging on this website and specifically disclaims any and all warranties, including but not limited to implied or express warranties of merchantability or fitness for any particular usage, application or purpose.

Uses of Patient Data: In order to provide this application and website to users for free, BMSE requires financial support to pay the staff who have built and will maintain this program. To generate this financial support, they may engage in sharing or selling de-identified data either in aggregate or at the individual level with health care industry partners. These partners may include but are not limited to: pharmaceutical, therapeutic, and medical device companies as well as other non-profit organizations.

The BMSE program has been designed to preserve patient privacy through anonymity. All data captured conform to the definition of de-identified data as stated in [HIPAA regulations](#). Industry partners who

purchase de-identified data use the information to increase their knowledge of product and disease trends in the multiple sclerosis community. Any anonymous, de-identified data element reported might be shared with our partners. No data will be shared between patients or on a public website. BMSE is not responsible for breaches in patient or caregiver anonymity when a user submits personal identifiers such as name, email address, phone number, date of birth or any other identifier.

Direct communication from industry partners or any other entity to patients or caregivers using any project website or mobile software application will not occur. A user may deactivate their account at any time.

BMSE makes no representations or warranties of any kind regarding the operation of this website, including but not limited to any warranty of accuracy, completeness, currency, reliability, merchantability or fitness for a particular purpose, or any warranty that these pages, or the server that makes them available, are free of “viruses”, “worms”, “Trojan Horses”, other harmful elements or other code that manifest contaminating or destructive properties and such warranties are expressly disclaimed. BMSE will take reasonable technical precautions to keep data secure.

BMSE and its serviced providers, make no representation, warranty or endorsement, express or implied, as to any of the information, services, products or messages on any third party websites that may be accessed through a hyperlink on this website. In particular, all links are provided for convenience of users only and are not intended as an endorsement of the organization, company or individual or a warranty or endorsement of any type regarding any website or the information, services, products or messages posted on or available from any website.

Hold Harmless: You agree to hold harmless BMSE and its affiliated service providers and their officers, directors, agents, employees, and volunteers from all claims arising out of or related to your access or use of, or your inability to access or use, this website or the information, services, products or messages contained in this web site or other websites to which it is linked, including but not limited to claims that you have found something you have heard, viewed or downloaded from this website or another website to which it is linked to be obscene, offensive, defamatory, or infringing upon your intellectual property rights.

In no event will BMSE and its affiliated service providers be liable to you or anyone else for any decision made or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages. **YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST BMSE AND ITS AFFILIATED SERVICE PROVIDERS AND THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND VOLUNTEERS FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THIS WEBSITE.**

State of NJ Laws: This website and mobile application (excluding linked sites) are controlled by BMSE, which is headquartered in the State of New Jersey (NJ), United States of America. This program can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of NJ, by accessing this program you agree that the statutes and laws of the State of NJ, without regard to conflicts of laws principles thereof, will apply to all matters arising from or relating to use of this website. You also agree and hereby submit to the exclusive personal jurisdiction and venue of NJ with respect to such matters. BMSE and its affiliated service providers make no representation that materials on the website are appropriate or available for use in

other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws.

Permission: BMSE grants the owner of a website permission to use a hyperlink to this website from its website, provided the appearance, position and other aspects of either the link or the host website may not be such as to damage the goodwill associated with BMSE and its affiliated service providers names and trademarks. Also, the appearance, position and other aspects of either the link or the host website should not create the false appearance that any other entity is associated with or sponsored by BMSE. The owner of any website with a hyperlink to this website agrees to the foregoing terms and agrees to delete any such link upon notice from BMSE that such permission has been revoked, which notice may be given at any time and for any reason. BMSE and its affiliated service providers are not responsible for the information or materials contained on websites linking to this website. Links to this website are provided for convenience of reference only and are not intended as an endorsement by BMSE of the organization or individual operating the host website or a warranty of any type regarding the host website or the information on the host web site.

Version 1.0 (11/10/2016)