



# **Terms and Conditions**

## **RAD – Regional Anaesthesia Database Mobile App and Website**

**Medusys**

**1<sup>st</sup> SEPTEMBER 2016**

2016-17 Copyright Reserved

You agree to be bound by the Medusys Terms of Use and Privacy Policy, and the use of cookies as described therein, and also consent to the collection, storage and processing of your information in India where your personal data will be subjected to Indian Law, even if, where the level of data protection may be different than your country.

## **TERMS AND CONDITIONS**

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the <http://www.medusys.in> website and RAD mobile application (the “Service”, “APP”) operated by Medusys (“us, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By downloading or otherwise accessing the Service, you agree to be bound by the following terms and conditions (“Terms“) and our privacy policy and our cookies policy. If you have any queries about the App or these Terms, you can contact us by any of the means mentioned below of these Terms. If you do not agree with these Terms, you should stop using the App immediately.

### **1. REQUIREMENTS FOR USE OF THE SERVICE**

In order to use the App, you must have compatible mobile devices, access to the Internet and mobile messaging and data services, and certain necessary software. Fees and charges may apply to your use the Internet or mobile services, and you may be required to purchase hardware or software to enable your devices to access the App. You agree that you are responsible for meeting these requirements and for your use of the Internet, any associated fees, charges or expenses. Medusys cannot in any manner be held liable for any charges levied by your service provider for use of the internet.

**2. GENERAL RULES RELATING TO CONDUCT:** The App is made available for your own, personal use. The App must not be used for any commercial purpose whatsoever or for any illegal or unauthorized purpose. When you use the App you must comply with all applicable Indian laws and with any applicable international laws, including the local laws in your country of residence (together referred to as “Applicable Laws”).

You agree that when using the App you will act in accordance with these Terms. In particular, but without limitation, you agree not to:

(a) Use the App in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or prohibited by any statutory provisions applicable to the usage and access of the app.

(b) Attempt to gain unauthorized access to the App or any networks, servers or computer systems connected to the App; or

(c) Modify, adapt, translate or reverse engineer any part of the App or re-format or frame any portion of the pages comprising the App, save to the extent expressly permitted by these Terms or by law. You agree to indemnify Medusys and its group companies in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these Terms or Applicable Laws.

### **3. PROPRIETARY RIGHTS**

As between you and Medusys., Medusys. owns, solely and exclusively, all rights, title and interest in and to the App, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles, Shockwave files, etc.), code, data and materials thereon, the look and feel, design and organization of the App, and the compilation of the content, code, data and materials on the App, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual

property and proprietary rights therein. Your use of the App does not grant to you ownership of any content, code, data or materials you may access on or through the App.

#### **4. LIMITED LICENSE**

You may access and view the content of the App on your device and, unless otherwise indicated in these Terms and Conditions or expressly permitted by Medusys, you can make single copies or prints of the content on the App for your personal, internal, and Non-commercial use only. But, for the said personal use, you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without Medusys's express permission.

#### **5. PROHIBITED USE**

Any commercial or promotional distribution, publishing or exploitation of the App, or any content, code, data or materials on the App, is strictly prohibited unless you have received the express prior written permission from authorized personnel of Medusys or the otherwise applicable rights holder. Other than as expressly allowed herein, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Web Site. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the App, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the App. If you make other use of the App, or the content, code, data or materials thereon or available through the App, except as otherwise provided above, you may violate copyright and other laws of India, as well as applicable state laws and may be subject to liability for unauthorized use.

## **6. TRADEMARKS**

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the App or on content available through the App are registered and unregistered Trademarks of Medusys or its group companies or third party partners of Medusys and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their respective rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their respective rights holders. All Trademarks not owned by Medusys that appear on the App or on or through the App's services, if any, are the property of their respective owners. Nothing contained on the App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use, copy, vary, edit, reproduce, publish, display, distribute, store, transmit, commercial exploit or disseminate any Trademark displayed on the App without the written permission of Medusys or its group of companies or the third party Partners of Medusys that may own the applicable Trademark. Your misuse of the Trademarks displayed on the App or on or through any of the App's Service is strictly prohibited.

## **7. LINKS THIRD PARTIES WEBSITES AND ADVERTISERS IN THE APP:**

The App may contain links to websites operated by third parties ("Third Party Websites"). Medusys may monetise some of these links through the use of third party affiliate programmes. You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of ours. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such web sites or the information, content, products, services, advertising, code or other materials presented on or through such web sites. The inclusion of any link to such sites on our App does not imply Medusys's endorsement, sponsorship, or recommendation of that site. Medusys disclaims any liability for links (1) from another web site to this App and (2) to another web site from this App. Medusys cannot guarantee the standards of any web site to which links are provided on this App nor shall Medusys be held responsible for the contents of such sites, or any subsequent links. Medusys does not represent or warrant that the contents of any third party web site is accurate, compliant with state or federal law, or

compliant with copyright or other intellectual property laws. Also, Medusys is not responsible for or any form of transmission received from any linked web site. Any reliance on the contents of a third party web site is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

## **8. PRIVACY**

We take your privacy very seriously. Medusys will only use your personal information in accordance with the terms of our privacy policy and cookies policy. By using the App you acknowledge and agree that you have read and accept the terms of our privacy policy and cookies policy and these Terms.

### **8.1 THIRD-PARTY SITES AND SERVICES**

The app may contain links to third-party websites, products, and services. Our app may also use or offer products or services from third parties. Information collected by third parties, which may include such things as location data or contact details, is governed by their privacy practices. We encourage you to learn about the privacy practices of those third parties.

### **8.2 COLLECTION AND USE OF NON-PERSONAL INFORMATION**

We also collect data in a form that does not, on its own, permit direct association with any specific individual. We may collect, use, transfer, and disclose non-personal information for any purpose. If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

### **8.3 USER INFORMATION**

In the course of your use of the App and/or the services made available on or through the App, you may be asked to provide certain personalized information to us (such information referred to hereinafter as "User Information"). Medusys's information collection and use policies with respect to the privacy of such User Information are set forth in the App's Privacy Policy which is incorporated herein by

reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User information.

## **9. RIGHT TO MONITOR AND EDITORIAL CONTROL**

Medusys reserves the right, but does not have an obligation, to monitor and/or review all materials posted to the App, and Medusys is not responsible for any such materials posted by users. However, Medusys reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Medusys's sole discretion are objectionable or in violation of this Terms of Use, Medusys's policies or applicable law. We may also impose limits on certain features of the forums on the App or restrict your access to part or all of the forums of the App without notice or penalty if we believe you are in breach of the guidelines set forth in this paragraph, our terms and conditions or applicable law, or for any other reason without notice of liability.

## **10. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless including our officers, directors, employees, agents, subcontractors, licensors and suppliers, any of our affiliated companies or organizations, and any successors, assigns or licensees, from and against any claims, actions or demands, damages, losses, liabilities, judgments, settlements, costs or expenses (including attorneys' fees and costs) arising directly or indirectly from or relating to a) the breach of this terms and conditions by you or anyone using your mobile device, password or login information; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the App; (c) your violation of any law or regulation; or (d) any other matter for which you are responsible under these terms and conditions or under law. You agree that your use of the App shall be in compliance with all applicable laws, regulations and guidelines.

## **11. DISCLAIMER OF WARRANTIES**

- MEDUSYS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME MEDUSYS MAY REMOVE THE APP FOR INDEFINITE PERIODS OF TIME, OR CANCEL APP AT ANY TIME, WITHOUT NOTICE TO YOU.
- WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER IN RESPECT OF THE APP. INFORMATION REGARDING MEDICATIONS, HEALTH, MEDICAL ADVICE AND OTHERWISE MAY BE PROVIDED BY THIRD PARTIES, INCLUDING USERS OF THE APP. WE CANNOT ACCEPT ANY LIABILITY WHATSOEVER IN RESPECT OF ANY CONTENT WHICH IS PROVIDED BY THIRD PARTIES AND/OR ANY USERS OF THE APP. ANY ACTIONS YOU TAKE BASED ON CONTENT, NOTIFICATIONS AND OTHERWISE PROVIDED BY THE APP ARE TAKEN AT YOUR SOLE RISK AND WE WILL NOT ACCEPT ANY LIABILITY IN RESPECT THEREOF. YOU SHOULD ALWAYS CHECK ANY INFORMATION PROVIDED THROUGH THE APP TO ENSURE ITS ACCURACY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE APP OR ANY INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED OR REFERENCED THEREIN. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOUR USE OF THE APP IS AT YOUR SOLE RISK. WE DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES (I) REGARDING THE

SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE APP; OR (II) THAT THE APP WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE APP. WE DO NOT WARRANT THAT ANY DESCRIPTION PROVIDED THROUGH THE APP REGARDING MEDICATIONS OR OTHERWISE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, SAFE OR ERROR-FREE. NO COMMUNICATION, INFORMATION OR ADVICE GIVEN BY US OR ANY REPRESENTATIVE OF OURS, WHETHER WRITTEN OR ORAL, SHALL CREATE ANY WARRANTY. IF YOU CHOOSE TO RELY ON SUCH INFORMATION, YOU DO SO SOLELY AT YOUR OWN RISK. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

- IF YOU ARE A HEALTHCARE PROVIDER, YOU ACKNOWLEDGE THAT THE APPLICATION IS A SUPPORTING TOOL AND IS NOT AN ALTERNATIVE FOR PERFORMING PROFESSIONAL DUTIES. HEALTH INFORMATION MUST BE INTEGRATED BY HEALTHCARE PROVIDERS INTO THE GENERAL CLINICAL RECORD FOR INDIVIDUALS UNDER THEIR SUPERVISION AND CORRELATED WITH OTHER CLINICAL DATA AS REQUIRED BY PROFESSIONAL STANDARDS IN CUSTOMER'S DISCIPLINE. USE OF DATA ACCESSED BY MEANS OF THE APPLICATION, AS WELL AS TREATMENT DECISIONS BASED ON SUCH INFORMATION ARE THE SOLE RESPONSIBILITY OF THE HEALTHCARE PROVIDER AND MEDUSYS ASSUMES NO LIABILITY IN RESPECT THEREOF
- MEDUSYS DOES NOT REPRESENT OR GUARANTEE THAT THE APP WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES,

INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND MEDUSYS DISCLAIMS ANY LIABILITY RELATING THERETO.

## **12. LIMITATION OF LIABILITY**

IN NO CASE SHALL MEDUSYS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE APP OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE APP, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, MEDUSYS'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

MEDUSYS SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE APP, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND MEDUSYS HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

## **13. TERMINATION**

Medusys may terminate, change, suspend or discontinue any aspect of the App or the Software in Toto at any time. Medusys may restrict, suspend or terminate your access to the App and/or its services if we believe you are in breach of our terms and conditions or applicable law, or for any other reason without notice or liability to you in any manner whatsoever. Medusys maintains a policy that provides for the termination in appropriate circumstances of the App use privileges of users who are repeated infringers of intellectual property rights.

#### **14. CHANGE OF TERMS AND CONDITIONS**

Medusys reserves the right, at its sole discretion, to change, modify, add or remove any portion of the Terms and Conditions, in whole or in part, at any time. Changes in the Terms and Conditions will be effective when posted. You are responsible for regularly reviewing these Terms so that you are aware of any changes made. Your continued use of App after any changes to the Terms and Conditions are posted will be considered acceptance of those changes. No other variation to these Terms shall be effective unless in writing and signed by an authorized representative on behalf of Medusys.

#### **15. COMPETITIONS:**

If you take part in any competition which is run in or through the App (“Competition”), you agree to be bound by the rules of that competition and any other rules specified by Medusys from time to time (“Competition Rules”) and by the decisions of Medusys, which are final in all matters relating to the Competition. Medusys reserves the right to disqualify any entrant and/or winner in its absolute discretion without notice in accordance with the Competition Rules.

#### **16. IN-APP VOUCHER CODES:**

Any in-app voucher codes issued by Medusys may only be used in accordance with our Terms and Conditions for in-app voucher codes.

#### **17. JURISDICTION**

These Terms shall be governed by and construed in accordance with Indian law and you agree to submit to the exclusive jurisdiction of the Indian Courts. If any provision/s of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions of the terms and conditions shall remain in full force and effect.

## **18. MISCELLANEOUS**

These Terms (as amended from time to time) constitute the entire agreement between you and Medusys concerning your use of the App.

Medusys's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Medusys in writing.

### **CONTACT INFORMATION:**

Should you have any questions, complaints or claims with respect to the software, or if you desire to contact MEDUSYS for any reason, please write to:

### **MEDUSYS**

#537, 11th A Cross, 4th Main, BEL Layout 3rd Block, Vidyaranyapura, Bangalore-560054, Karnataka, India.

Mobile: +91 9845614877

Email: [contact@medusys.in](mailto:contact@medusys.in)

Visit: [www.medusys.in](http://www.medusys.in).

If you do not agree to the foregoing terms and conditions, you do not have a right to download, install or use the licensed software.