FINDOC

Terms of Use

The information provided on <u>www.findoc.co.uk</u> has been raised to support, not replace, the relationship that exists between a patient/visitor of this site and their doctor.

The General Conditions contain a detailed description of the operation of this website, owned by FINDOC LTD, and regulates the relations between FINDOC LTD and the user of the website.

The following terms and conditions constitute an agreement between you and Findoc. ("Findoc," "we," or "us"), the operator of Findoc.co.uk (the "Site") and related websites, applications, services and mobile applications provided by Findoc and on/in which these Terms of Use are posted or referenced (collectively, the "Services").

These terms of use (the "Terms of Use"), together with our Privacy Policy & Data Security (each of which are incorporated herein by reference, and collectively, this "Agreement") govern your use of the Services, whether or not you have created an account.

By using or otherwise accessing the services and/or by creating an account with us, you agree to the terms of this agreement, including the information practices disclosed in our privacy policy. If you do not agree with this agreement, you cannot use the services. Please note that we offer the Services "AS IS" and without warranties. If you create an account or use the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual's or entity's behalf.

1. About the site.

Portions of the Services can be viewed without a Findoc account. To benefit from all of the Services we offer, you must create a Findoc account and provide certain basic information about yourself, which you authorise Findoc to use and disclose as described in our Privacy Policy.

You acknowledge that although some Content may be provided by healthcare professionals, the provision of such Content does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist you in choosing a doctor, dentist or other healthcare specialist, professional, provider, or organisation. "Content" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services and/or Site, including, without limitation, Content provided in direct response to your questions or postings.

While we make reasonable efforts to provide you with accurate content, we make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, expertise, quality of work, price or cost information, insurance coverage or benefit information, or any other content available through the services. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on any such content. Furthermore, we do not in any way endorse or recommend any individual or entity listed or accessible through the services.

2. Who can be a user of this website created by FINDOC LTD.

Any individual can be a user of this website regardless of nationality or country of residence, provided it has explicitly accepted these Terms. By logging in or using any part of the website, it is expressly understood that the user accepted these Terms in their entirety. Any user who has accepted these Terms in their entirety can access to the information contained on this website created by FINDOC LTD.

3. Recruitment by the user of products and services offered through this website.

The mission of this website FINDOC LTD, is the creation and management of a directory that includes medical specialists and medical centers to enable users of this website to access information on those medical and health centers (hereafter "customer") of FINDOC LTD, such as photographs, map, resume, audio, video or any other information relating to them that the doctor or medical facility deems appropriate and that FINDOC LTD considers to offer. The information that has been validated by customers depends solely on them. The information that has not been validated comes from public sources such as lists and documents advertised by various companies. It is not the responsibility of FINDOC LTD to make effective compliance by any party of the obligations arising from the use of this website.

Other products and services: In the event of marketing other products and services through FINDOC LTD website, the company made only a work of intermediation between the commercial user who purchases the product or service concerned in each case, and the manufacturer or distributor of that product or service.

Therefore, information about products or services of this nature shall be deemed given directly to the user of the site by the supplier of the product or service concerned in each case, who will set out specific and suitable conditions for each product or service to be provided to the user for each specific product or service contract, and that as far as possible will be contained in this website.

4. We do not provide medical advice.

The Content that you obtain or receive from Findoc, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services, is for informational and scheduling purposes only. All medically related information, including, without limitation, information shared via Findoc, the Findoc blog, Findoc social channels, Findoc emails and text messages, and Findoc advertising, comes from independent healthcare professionals

and organisations and is for informational purposes only.

While we hope the content is useful in your healthcare journey, it is not intended as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. Do not disregard, avoid or delay obtaining medical advice from a qualified healthcare provider, under any circumstance. Do not use the services for emergency medical needs. If you experience a medical emergency, immediately call a healthcare professional and 999. Your use of the content is solely at your own risk. Nothing stated or posted on the site or available through any services is intended to be, and must not be taken to be, the practice of medicine, dentistry, nursing, or other professional healthcare advice, or the provision of medical care.

We do not recommend or endorse any specific tests, Healthcare Providers, procedures, opinions, or other information that may appear through the Services. If you rely on any Content, you do so solely at your own risk. We encourage you to independently confirm any Content relevant to you with other sources, including the Healthcare Provider's office, medical associations relevant to the applicable specialty, your state medical boards, and the appropriate licensing or certification authorities to verify listed credentials and education.

5. No doctor patient relationship.

Doctors, dentists, nurses, and other medical professionals use the services to share content with you, but your use of this content is not a substitute for healthcare. No licensed medical professional/patient relationship is created when you use the services or content. This is true whether such content is provided by or through the use of the services or through any other communications from Findoc including, without limitation, the "find a doctor" feature, Findoc chat, Findoc blog, Findoc social channels, Findoc emails or text message links to other sites, or any assistance we may provide to help you find an appropriate healthcare provider in any field.

Findoc encourages Healthcare Providers to use the Services responsibly, but we have no control over, and cannot guarantee the availability of, any Healthcare Provider at any particular time. We will not be liable for cancelled or otherwise unfulfilled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from, or related to, the use of the Site or Services whatsoever.

6. Authorisation and acknowledgement; important information about healthcare provider relationships and healthcare provider lists.

In connection with using the Site and the Services to locate and schedule appointments with Healthcare Providers, you understand that: You are responsible for choosing your own healthcare provider. Findoc makes reasonable efforts to ensure that Healthcare Providers only participate in the Services if they hold all active licenses required by law to practice the specialties of the services offered by them. Findoc may exclude Healthcare Providers who, in Findoc's discretion, have engaged in inappropriate or unprofessional conduct. To help you find Healthcare Providers who may be suitable for your needs, and enable the maximum choice and diversity of Healthcare Providers participating in the Services, we will provide you with lists and/or profiles of Healthcare Providers. These results are based on information that you provide to us, such as availabilities, geographical location and healthcare specialty. They may also be based on other criteria (including, for example, past selections by and/or ratings of Healthcare Providers by you or by other Findoc users, and past experience of Findoc users with Healthcare Providers). Note that Findoc (a) does not recommend or endorse any Healthcare Providers, (b) does not make any representations or warranties with respect to these Healthcare Providers or the quality of the healthcare services they may provide, and (c) does not receive any additional fees from Healthcare Providers for featuring them (i.e., higher or better placement on lists) through the Services.

7. The services and content are informational and educational resources.

The Services are an informational and educational resource for users and Healthcare Providers. We may, but have no obligation to, publish Content through the Services that is reviewed by our editorial personnel. No party (including Findoc) involved in the preparation or publication of such works guarantee that the Content is timely, accurate or complete, and they will not be responsible or liable for any errors or omissions in, or for the results obtained from the use of, such Content.

Healthcare Provider Content:

Healthcare Provider and practice Content is intended for general reference purposes only. Healthcare Provider Content may be provided by the Healthcare Provider and/or office staff, and collected from multiple other data sources that may not be confirmed by the Healthcare Provider. Such Content can change frequently and may become out of date, incomplete or inaccurate. Neither the Site nor Findoc provides any advice or qualification certification about any particular Healthcare Provider.

8. Passwords for the use of this website created by FINDOC LTD, and provided to the client or user by this company through this website or any other means.

To access and use some parts of this site, you may need to have one or more passwords. The user/client is fully responsible of keeping confidentiality and safeguard of passwords that are proportionate to that end, preventing access to such as third persons not expressly authorized by FINDOC LTD. Users and/or clients accept full responsibility for the economic and other needs arising from any use of this website using the user's password of website FINDOC LTD, and of those by the use of the user's password by a third party.

9. Changes to the services; New services.

We may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Under no circumstances will Findoc be liable for any suspension or discontinuation of any of the Services or portion thereof, and the use of new services will be governed by this Agreement.

Some Services may have additional terms (including, without limitation, policies, guidelines, and rules) that will further govern your use of that particular Service, and supplement this Agreement. If you choose to register for, access or use any such Services, you may be presented with such additional terms. By using those Services, you agree to comply with any such additional terms, which are incorporated by reference into this Agreement.

10. Links to other websites.

While using the Services, you may encounter links to other websites. These links are provided for your convenience only and we do not endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other websites. Although we attempt to link only to trustworthy websites, it is possible that they will contain materials that are objectionable, unlawful, or inaccurate and we will not be responsible or liable for the legality or decency of material contained in or accessed through such other websites.

11. Content you post or submit.

You will have the opportunity to submit feedback regarding your experiences with Healthcare Providers you find through the Services, to submit enquiries concerning possible medical needs and to participate in the other interactive or community features of the Site (collectively, "Posted Information"). It is important that you act responsibly when providing Posted Information. Your Posted Information must comply with our Policy, and your Healthcare Provider reviews must comply with our guidelines for reviews.

Findoc reserves the right to investigate and, at our discretion, take appropriate legal action against anyone who violates these Terms of Use, including without limitation, removing any offending communication from the Services and terminating the account of such violators or blocking your use of the Services.

12. Data provided by the user to FINDOC LTD.

When recruiting products or services offered through this website the user and / or customer will be asked a series of data, to enable such recruitment and to make proper delivery to the user and / or customer of the product and / or contracted services under proper conditions. The user or customer agrees that the data that are requested and he declares, are true, complete and accurate, and also undertakes to notify FINDOC LTD any changes in them as soon as possible to avoid the problems that can arise where FINDOC LTD has some incorrect or outdated data.

13. Customer Service Centre.

Users of this site may have available in the future a telephone service called the Customer Service Centre which would serve the purpose of informing the website's users about the website functioning, giving information about products or services available at the moment, etc... The telephone number which the users of this website may use for information about the website and its content, including products and services offered, is not enabled at this time.

14. What you get is what you see.

FINDOC LTD offers the users the possibility of using this website "as it is". While FINDOC LTD makes its best efforts to have the operation and the information contained on this website correct at all times, it is possible that at some point it may contain inaccuracies or errors, or have technical problems that hinder or makes the operation of the website impossible, so FINDOC LTD does not guarantee explicitly or implicitly the operation of the website or the information, content, software, materials or products included in it. Specially FINDOC LTD is not responsible for the lack of accuracy, completeness, updating and / or accuracy of the data or information about the offers, products and / or services offered through this website, as they are provided to FINDOC LTD by suppliers of goods or services offered on the web.

Likewise FINDOC LTD, will not be held liable in any default or defective performance by any other provider of products and services offered to the user through the Web site of the obligations under the existing rules and terms and conditions of product or service that is conducted via this website. FINDOC LTD is in no way responsible for the content or operation of other websites that in some cases can be accessed by the inclusion of a link to this site, or the content, services or products offered by them, unless these other sites are owned by FINDOC LTD. All users of this website are committed to maintain FINDOC LTD free of any claim arising out of problems occurred from causes described in this paragraph.

15. Ownership of the contents of this website.

All contents of this site are property of FINDOC LTD or the suppliers of the goods or services offered via the website, and are protected by national and international intellectual property. This protection extends to the assembly, compilation, design, configuration, software, text, graphics, logos, icons, images, files, video, audio, etc...The user of the website is committed to respect these rights, and therefore will not copy, reproduce, modify, distribute, transmit, publish, display or represent any of those contents of the website, or make any other activity that may violate the property rights of FINDOC LTD, or other providers of goods or services offered on this website.

16. Modification of the General Conditions.

FINDOC LTD reserves the right to modify these Terms at any time, respecting the rights acquired by users. Any amendment shall be communicated to users as soon as possible. It is considered notification of changes to the user by inserting the new text in the General Conditions of this site. The use of the website after the amendment of the General

Conditions imply acceptance by the user.

17. Termination.

If you're not using the Service appropriately, we'll want to work with you to set things straight. But we reserve the right, if we determine it is best, to terminate, suspend and/or deactivate your account immediately, without notice, if there has been a violation of this Agreement or other policies and terms posted on the Site or through the Services by you or by someone using your Credentials. We may also terminate, suspend or deactivate your account for any other reason, including inactivity for an extended period. Findoc shall not be liable to you or any third party for any termination, suspension or deactivation of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such termination, suspension or deactivation (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to create another account).

18. Applicable law and jurisdiction.

Accountability of FINDOC LTD. The General Conditions shall be governed by English law, placing FINDOC LTD and the users of the site, by renouncing to their own jurisdiction, under the jurisdiction of the Courts of the city of London (UK) for any question that might arise concerning the interpretation, performance or breach of these Terms and their effects; those costs and expenses incurred in any kind of procedure to be followed will be borne by the offending party whether the damages, and the costs include legal fees and attorney's accounts, even if their intervention was not procedurally prescriptive. Where pursuant to the General Conditions and the law, FINDOC LTD should compensate a user, the compensation to be charged may not exceed in any case the value of the goods or services whose procurement by the user has caused the claim in favor of him. FINDOC LTD will indemnify the user in question only in case of damage caused due to negligence or willful neglect of FINDOC LTD, duly attested by the claimant user. In no event will FINDOC LTD be liable for moral damages, lost profits and / or any indirect or consequential damages that the user may suffer. FINDOC LTD is not responsible for the actions carried out directly by manufacturers, distributors, or suppliers of goods or services offered via the web.

19. The sources of funding are through FINDoC fees from users of the directory that require value-added services and through advertising that is displayed on its pages.

Advertising that is displayed is differentiated from the content and is marked with the words "Ads by Google". Our website hosts Google sponsored ads and links. We do not control Google ads content and our editorial content is free of any commercial influence.

20. The responsible physician of www.findoc.co.uk is Xavier Bernal.