
GENERAL TERMS AND CONDITIONS

InSimu Ltd.

2017

INSIMU GENERAL TERMS AND CONDITIONS

The present general terms and conditions (hereinafter: “**GTC**”) contain the conditions and all relevant circumstances regarding the InSimu Patient application (hereinafter: “**Service**”) available for registered users on the www.insimu.com website (hereinafter: “**Website**”).

The Service offered by the Website, is only available to Users who preliminary accept the present GTC, which shall be expressly accepted by the User on the Website during the registration. By starting to use the Service, the User accepts and agrees to be bound by the present GTC, as well as the Privacy Policy of the Service Provider (hereinafter: “**Policy**”). The Policy is the integral part of the present GTC and shall be interpreted by in accordance with its provisions. The Policy of the Service is available here: www.insimu.com/privacy-policy.

1. The Service Provider

Name of the company: **InSimu Limited Liability Company**
Registered seat: **H-4032 Debrecen, Thomas Mann u. 19., 1. em. 5., Hungary**
Tax number: **25747054-2-09**
Registration number of the company
at the Tribunal of Debrecen as a Court of Registration: **09-09-028171**
E-mail address: info@insimu.com
Language of GTC: **English / Hungarian**
Phone: **+36704205051**
Contact person: Dr. Gábor Tóth

2. User

The registered user (hereinafter: “**User**”) is someone who registers on the Website and uses the Service offered by the Website.

3. The scope and amendment of the GTC

The Service Provider reserves the right to update or amend all or any part of the present GTC at any time. The Service Provider informs the Users and the visitors of the Website about the latest amendment of the GTC by a short notice on the Website. The GTC and its amendments shall enter into force on the date of its publication and by starting to use the Service after the publication of such amendment, the User and the visitor of the Website accepts and agrees to be bound by the provisions of the amended GTC in force.

4. The Service of InSimu.com

The InSimu Patient application operated by the Service Provider helps in the field of health care to learn the methods necessary to establish the correct diagnosis on simulated patients.

The Service Provider provides the User the right to use the copyrighted InSimu Patient application during the provision of the Service according to the provisions of the present GTC.

4.1. The territorial scope of the Service

The Website of the Service Provider can be accessed both domestically and from abroad through the Internet. There is no limit to the usage of the Service, except for the technical limitations possible.

4.2 The conditions of use

The Service offered through the Website is available only to registered users who are at least 18 years old, or to duly registered legal persons.

5. The conclusion of the contract between the Provider and the User

5.1 The process of registration

The registration shall be completed by the visitor of the Website by filling out the registration form in the InSimu Patient App menu. The registered User shall be exclusively liable for any damages arising from incorrectly and/or inaccurately given data. The registered User is entitled to modify the data given during the registration at any time, including the identifier. The registered User shall complete the registration only once, and doesn't have to do this step subsequently, when entering the Website.

The Provider is entitled to transfer the e-mail addresses provided during the user registration to third parties (Apple, Google, Microsoft/HockeyApp) in order to perform the application test.

The Service Provider shall not be liable for any damages arising from the disclosure of the registered Users' identifier and/or password to unauthorized persons. The registered User can request for assistance from the Service Provider at the info@insimu.com e-mail address in case the identifier and/or the password is forgotten, lost or became disclosed to unauthorized persons.

5.2 The conclusion of the contract for the Service

The registered User concludes a written contract by the use of the Service, the placement of the order, and by the acceptance of the present GTC simultaneously with the Policy. The concluded contract will not be filed, will be concluded only in electronic form in English / Hungarian language and does not refer to any code of conduct. The subject of the contract is the InSimu Patient diagnostic application available for Users through the Website.

The Service Provider shall not be liable for breach of contract or non-contractual performance in cases which are attributed to external causes unavoidable by the Service Provider.

5.3 Confirmation of registration

The registered User receives a letter of confirmation to the e-mail address given during the registration within 24 hours after the registration. The contract will be concluded if the User confirms it by clicking on the confirmation link in the electronic letter of confirmation.

In the event, if for any reason the User does not receive a letter of confirmation – immediately after the occurrence of the error, but no later than 24 hours - the User shall notify the Service Provider by telephone and/or e-mail. In case the notification is not received, the registration will be automatically deleted from the Website.

6. The Use of the Website, and its continuous operation

Further conditions and information regarding the use of the Website and the Service are available on the Website under the Terms and conditions menu, which are part of the present GTC.

The Service Provider shall take every effort to ensure the continuous availability of the Website and the Services available on the Website, but the Service Provider cannot guarantee its continuous operation and the continuity of the Service. The Service Provider shall not be liable for any direct or indirect damages arising from technical breakdowns, outages or destructive applications or programs placed by third parties. The Service Provider shall take all reasonable measures in order to ensure the visitation and usage, the safety and the reliability of the Website, however technical failures may still arise and in connection with this possibility, the acknowledgement of the visitors and users of the Website is presupposed by the Service Provider.

7. Liability

The Service Provider shall take every effort to ensure the completeness and correctness of the content available on the Website and the InSimu Patient application, however the Service Provider shall not be liable for any damage arising from any inaccuracy or incompleteness of the information thereon.

The User shall rely on the contents available on the Website and during the use of the Service at his/her own risk and they do not replace regular medical check-ups. The content and information available on the Website, the InSimu Patient application and the Service serve informational purposes only. All Users shall use all the functions of the Service at their own risk and the Service Provider shall not be liable for any consequences resulting from the use of the Service.

The Service Provider does not provide medical advice on the Website and the information provided by the Service cannot be interpreted or applied as such advice. The use of the Website does not create a doctor-patient relationship between the Service Provider and the registered User. The User hereby declares, that the User will not make any decisions regarding his/her health status based on the Website or the Service and will consult a licensed medical doctor in all such matters.

8. Copyrights

The full content of the Website, particularly the InSimu Patient application, the data, information, pictures, descriptions, texts, illustrations available on the Website, the design, appearance and the structure of the Website, and the execution of particular functions are

constituting the exclusive ownership of the Service Provider and as such protected by copyright laws. Without the express written consent of the Service Provider, the use of the abovementioned elements violate the copyright of the Service Provider and will entail legal consequences. The placement of the Website's reference link on other sites is allowed, in case the reference link leads to the homepage, however, references to the internal pages of the Website are permitted only for the contents of the entire page and are subject to the prior approval of the Service Provider. The reference link in either case shall not be made in such form or way that the Website, or its inner page or its content would appear as a content of a different website.

The use of the Service shall under no circumstances result in the source code being decrypted or deciphered by anyone or in any other way infringe the intellectual property rights of the Service Provider. It is also forbidden to adapt or decrypt the content or any part of the InSimu Patient application; to unfairly create a User profile; the use of any application by which the InSimu Patient application or its any of its part can be modified or indexed (eg. search bot, or any other decryption).

9. Dispute

The Service Provider shall make all effort to settle any contractual dispute or disagreement between the Service Provider and the registered User using the Service out of court in an amicable way by the parties. In case the dispute cannot be resolved by negotiation, the Hungarian ordinary court of the seat of the Service Provider and the amount of the dispute will be exclusively competent in connection with the dispute arising from the contract.

Issues not expressly regulated in the present GTC shall be governed by the applicable Hungarian laws and regulatory requirements regarding the business activity related to the Service of the Service Provider and the applicable provisions of Act V of 2013 on the Hungarian Civil Code without any separate stipulation.

Please only register on the Website if you agree with the above.

If you have any further questions regarding the GTC, please contact us at info@insimu.com.

The present General Terms and Conditions are effective from 2017. 05. 01.

Click here to view and download the printer-friendly version of the present GTC.

InSimu Ltd.