
GENERAL TERMS AND CONDITIONS

InSimu Ltd.

2018

INSIMU GENERAL TERMS AND CONDITIONS

The present general terms and conditions (hereinafter: “**GTC**”) contain the conditions of the InSimu Patient diagnostic tutorial application (hereinafter: “**Application**”) available for users in the App Store and Google Play Store (hereinafter collectively: “**Webstore**”), as well as the newsletter service (hereinafter: “**Newsletter**”) available on the www.insimu.com website (hereinafter: “**Website**”), furthermore all the relevant circumstances regarding the Application and Newsletter.

The Application is only available to users who preliminary accept the present GTC, which shall be expressly accepted by the user after downloading the Application. By using the Application, 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: http://insimu.com/terms_and_conditions

1. The Service Provider

Name of the company: **InSimu Limited Liability Company** (hereinafter: “**Service Provider**”)

Registered seat: **H-4032 Debrecen, Thomas Mann u. 19., 1. em. 5., Hungary**

Tax number: **25747054-2-09**

Registration number at the Tribunal of Debrecen as a Court of Registration: **09-09-028171**

E-mail address: support@insimu.com

Language of GTC: **English / Hungarian**

Phone: **+36 70 420 5051**

Contact person: **Gábor Tóth, MD**

2. User

The non-registered user is someone who downloads the Application from the Webstore, but does not register (hereinafter: “**Non-Registered User**”).

The registered user is someone who registers through the Application, as well as someone who registers for the Newsletter through the Application or on the Website (hereinafter: “**Registered User**”).

(Non-registered User and Registered User hereinafter together: “**User**”)

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 about the latest amendment of the GTC by a short notice through the Application or on the home page of the Website. The GTC and its amendments shall enter into force on the date of its publication and by starting the use of the Application after the publication of such amendment, the User accepts and agrees to be bound by the provisions of the amended GTC in force.

4. The Application

4.1 The functioning of the Application

The 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. In the Application the User can solve diverse diagnostic cases of different virtual patients.

By downloading the Application the Service Provider provides the User according to the provisions of the present Policy the right to use the copyrighted InSimu Patient software.

After downloading the Application and accepting the present GTC according to Article 6.1 below the Non-Registered User can solve 1 (one) study case without registration free of charge, and after granting his/her student status another 2 (two) study cases can be solved free of charge. Without accepting of the present GTC according to Article 6.1 below, the services of the Application cannot be used.

The Service Provider can provide access for further study cases free of charge in order to motivate and reward the User based on the actions of the User made in the Application. These actions are included but not limited the registration or completing the detailed profile data.

From time to time the Service Provider expands the number of study cases in the Application. The User acknowledges that by downloading the Application he/she will have access to the that time currently available study case pool. The Service Provider is not obliged to make publicly available the number and type of study cases available in the Application.

The Application can be downloaded free and some of its content are free of charge, but certain content indicated in the Application can be used in exchange for payment only by way of a so called in-app purchase.

4.2 Registration

The Non-Registered User can download the Application without registration from the Webstore.

The registration, as well as completing the detailed profile data are not obligatory to use the Application.

The registration, as well as completing the detailed profile data provides access to further content of the Application, which have sometimes free or discounted nature.

During the registration the User's name and e-mail address is required.

Registration can be done by logging in as a Facebook or Google user. When logging in as a Facebook or Google user, Facebook or Google will provide the Service Provider with information that the User has made available through Facebook's or Google's privacy settings. This information may include the User's name, profile picture, gender, list of friends, and any other public information that is made available by the decision of the User. The detailed profile data includes the following:

For students:

- country
- university
- name of the degree
- expected year of graduation

For medical doctors:

- country
- specialization
- university
- year of graduation
- current institution

For other medical specialists:

- country
- specialization
- university
- year of graduation
- current institution

For others:

- country
- profession
- how can the Application help the User

During the Registration, if the User is not logging in as a Facebook or Google user, the User has the option to upload a profile image (hereinafter referred to as “**Profile Image**”). The User may not upload violent, naked, partially naked, discriminatory, infringing, hateful, pornographic or sexual photo or other image (hereinafter referred to collectively as “**Prohibited Image**”) as Profile Image. The Service Provider reserves the right to delete the Prohibited Image uploaded by the User as a Profile Image without prior notice.

The Service Provider is entitled to modify the detailed profile data.

The Service Provider shall not be liable for any damages arising from data wrongly and/or incorrectly given by the Registered User. The Registered User can any time change the data given during the registration including the identifier. The registration shall be done once by the Registered User, in case of further accesses to the Application this step is not required anymore.

The Service Provider shall not be liable for any damages arising from being the Registered Users’ identifier and/or password available to unauthorized persons. The Registered User can request assistance from the Service Provider at the support@insimu.com e-mail address in case the identifier and/or the password is forgotten, lost or becomes available to unauthorized persons.

The Registered User, based on his/her data given and actions made in the Application, receives from time to time customized messages to the e-mail address given during the registration, in which the Service Provider informs the Registered User among others on the latest discounts, the updated patient pool or other useful information.

4.3 The territorial scope of the Application

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

4.4 The terms of the use of the Application

The Application is available to Registered Users only who are at least 18 years of age.

5. The Website and Newsletter service

The Service Provider, through the Website under the domain name www.insimu.com operated by the Service Provider, informs the User about the news and information on the Application and provides the option to the visitors of the Website to request the Service Provider's Newsletter service.

5.1. The territorial scope of the Website

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 Website, except for the technical limitations possible.

5.2 The terms of the request of the Newsletter service

The Newsletter service offered through the Website is available only to Registered Users who are at least 18 years of age.

The Newsletter service can be also requested during the registration through the Application by clicking into the proper box.

6. The conclusion of the contract between the Service Provider and the User

6.1 The conclusion of the contract for the Service

The User concludes a contract by accepting the present GTC when starting to use the Application, before solving the first study case free of charge. The concluded contract will not be filed, will be concluded in electronic form only in English or Hungarian language and does not refer to any code of conduct. The subject of the contract is the Application available for Users in the Webstore.

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.

6.2 Payment conditions

The contents of the Application that are available in exchange for payment can be obtained by payment made through the given Webstore from where the Application was downloaded to the device of the User.

To the rules of payment of the amounts indicated in the Application, including the conditions of using the payment service, conditions of starting and recalling the payment operations, the respective rules of the given Webstore are applicable which are established independent from the Service Provider.

6.3 The payment and discount

The contents of the Application that are available in exchange for payment can be obtained by the User by paying the amount of the payment construction selected as follows:

- (i) choosing the type of the virtual patient,
- (ii) selecting the type of purchase or subscription as detailed below:
 - “Lifelong Plan” - single purchase
 - “Monthly Plan” monthly renewed subscription
 - “Yearly Plan” annually renewed subscription

The currently available subscription plans allow the User to choose the type of the virtual patient he/she receives. However, the Service Provider has the right to provide direct access to a Certain Specialization at the moment the User is making a choice.

The all-time price of each content that is available in exchange for payment is indicated next to the content of the Application. The prices indicated do include VAT.

The Service Provider is entitled to provide discounts, special offer purchases (hereinafter: “**Discounts**”) to the User at dates and duration determined solely by the Service Provider, the availability and conditions of the Discounts shall be indicated by the Service Provider in the Application to inform the User. The Service Provider is entitled to introduce, terminate, modify the conditions of the Discounts at its own discretion, of which change shall be without delay indicated in the Application and on the Website to inform the User.

The Service Provider is entitled to allocate Discount codes for users determined solely by the Service Provider. The Service Provider is entitled to determine the conditions of the Discounts, and obliged to inform the given User about it.

7. The termination of the contract between the Service Provider and the User

The contract concluded between the Service Provider and User, according to Article 6.1 of the present GTC, may be terminated anytime unilaterally by the User by cancelling the Subscription in the Webstore or in case of a non-subscribing User by deleting the Application. Deletion of the Application during the subscription period does not entitle the User to demand the reimbursement of the unused pro-rata subscription fee.

The contract concluded between the Service Provider and User, according to Article 6.1 of the present GTC, may be terminated by the Service Provider unilaterally with a 15 days’ notice period, in which case the User is entitled to demand the reimbursement of the unused pro rata subscription fee.

The Service Provider is entitled to terminate the contract, concluded according to Article 6.1 of the present GTC, unilaterally and without notice period in case of the User’s material breach. Material breach means the infringement of the Service Provider’s intellectual property rights, as well as non-compliance with the provisions of Article 9 of the present GTC. In case of the material breach of the User, the User is not entitled to demand the reimbursement of the unused pro rata subscription fee.

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

The Service Provider shall take all reasonable effort possible to ensure the continuous availability of the Application and the Website, but the Service Provider cannot guarantee their continuous operation. 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 visit of the Website, as well as the download of the Application, and usage, the safety and the reliability of the Application and the

Website, however technical failures may still arise and in connection with this possibility, the acknowledgement of the visitors and users of the Website, as well as downloaders and users of the Application is presupposed by the Service Provider.

9. Liability

InSimu Patient is a medical educational app for professional use only. Virtual patients are simulated and cannot be used for self or patient diagnosis.

The Service Provider shall take all reasonable effort to ensure the completeness and correctness of the content available in the Application and on the Website, 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 in the Application and on the Website at his/her own risk and they do not replace regular medical check-ups. The content and information available in the Application and on the Website serve informational purposes only. User shall use all functions of the Application at his/her own risk and the Service Provider shall not be liable for any consequences resulting from the use of the Application.

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

In no event will the Service Provider or any other party who has been involved in the creation, production, distribution, promotion or marketing of the licensed materials be liable to you or any other party for any special, indirect, incidental, reliance, exemplary, or consequential damages, including, without limitation, loss of data or profits, or for inability to use the licensed materials, even if the Service Provider or such other party has been advised of the possibility of such damages.

The User shall provide the Service Provider with a non-exclusive, free and royalty-free, worldwide license for the Profile Image uploaded during the Registration, until the termination of the contract between him and the Service Provider.

10. Copyrights

The full content of the Application and the Website, in particular including but not limited the data, information, pictures, descriptions, texts, illustrations available in the Application and on the Website, the design, appearance and the structure of the Application and 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, prior 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 Application 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 Application; to unfairly create a User profile; the use of any application by which the Application or any of its part can be modified or indexed (eg. search bot, or any other decryption).

11. 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 Application 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 Application of the Service Provider and the applicable provisions of Act V of 2013 on the Hungarian Civil Code without any separate stipulation.

Please accept the present GTC only, if you agree with the above.

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

The present General Terms and Conditions are effective from January [...], 2018.

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

InSimu Ltd.