

REGULATIONS FOR THE USE OF <http://www.telemedicineclinic.com>

1. Introduction

The purpose of these regulations of use (hereinafter, the Regulations) is to regulate the use and safeguard the protection of users (hereinafter, the User or the Users) of the website located at the URL <http://www.telemedicineclinic.com> (hereinafter, telemedicineclinic.com or the Site), the website itself and the contents thereof. The Site is managed by European Telemedicine Clinic, S.L. (hereinafter, TELEMEDICINE CLINIC) with registered office in Barcelona, Torre Mapfre, Calle Marina 16-18, 21st Floor, 08005 Barcelona (Spain), Tel. (34) 93 550 0750 and Fax: (34) 93 550 0751), incorporated in accordance with Spanish legislation and registered in the Companies' Book of Barcelona, Volume 34460, Folio 0141, Page No. 247414, with Corporate Taxpayer No. B-62799689.

The corporate purpose of TELEMEDICINE CLINIC is the provision of remote diagnosis services in accordance with its articles of association.

Through telemedicineclinic.com, TELEMEDICINE CLINIC offers contents and information, which comprises, among others, the products and/or services it provides.

Accessing and browsing the site implies the User's acceptance of the terms and conditions set forth in the version of these regulations published by TELEMEDICINE CLINIC at the moment when the user accesses telemedicineclinic.com. Consequently, the User must be aware of the importance of consulting the regulations set forth on this page regularly.

2. Use of the Site

2.1 In general, the User undertakes to use telemedicineclinic.com in accordance with legislation, these regulations and generally accepted good practices and law and order. The User undertakes to abstain from using telemedicineclinic.com for illegal purposes that are against the provisions set forth in these regulations and which are contrary to the rights and interests of TELEMEDICINE CLINIC or third parties, or which in any way may damage, disable, overload or deteriorate the Site or prevent the normal use of the contents of the Site by other users.

2.2 To increase the fluent operation of telemedicineclinic.com in the benefit of Users and/or for whatsoever other reason it considers appropriate, TELEMEDICINE CLINIC may unilaterally modify the website or whatsoever substantial feature thereof, its operating or technical conditions or conditions of use at whatsoever time and without prior notice. Similarly, in order to improve the website and attain an optimum level of quality, Users may suggest the modification they consider appropriate by contacting those responsible for the Site by e-mail at info@telemedicineclinic.com.

These regulations of use and, where applicable, whatsoever other specific regulations set forth for the content and/or service adopted shall be applicable to the contents and services TELEMEDICINE CLINIC decides to include in the Site.

2.3 Users must observe whatsoever instruction sent by e-mail by TELEMEDICINE CLINIC or its duly authorised staff.

2.4 For whatsoever additional information or to solve doubts, make complaints or suggestions, users can contact the persons responsible for the Site by e-mail at info@telemedicineclinic.com.

2.5 All the information on the Site, its graphic design and HTML, JAVA, JAVA Script and Active X source code is protected by copyright. Said copyright belongs exclusively to TELEMEDICINE CLINIC or to its licensors. Internet users accessing this website may view the information contained herein and download material or recordings for private use on their computer system, as long as said material is not subsequently transferred to third parties or installed on a server connected to the Internet or to a local network. Without prejudice to the provisions set forth in these regulations, the distribution, modification, transfer, public communication, reproductions of whatsoever other part or entirety of the information published on <http://www.telemedicineclinic.com> is prohibited without prior authorisation from TELEMEDICINE CLINIC.

The above is applicable to information from individuals and/or to information used for commercial purposes or for advertising and published on <http://www.telemedicineclinic.com>. Whatsoever reproduction, copy, distribution or publication of the information published on the Site without prior written authorisation from TELEMEDICINE CLINIC is prohibited. Authorisation for the aforementioned reproduction can be requested by e-mail to info@telemedicineclinic.com. The provisions set forth in the above paragraphs do not imply the assumption of responsibility by TELEMEDICINE CLINIC for the contents

and shall not generate the right to indemnification for users or third parties under any circumstances.

2.6 Furthermore, use may not be made of the marks, commercial names, signs, denominations, logos, slogans or whatsoever distinguishing sign belonging to TELEMEDICINE CLINIC or to whatsoever third party and present on the Site.

3. Hyperlinks

3.1 Should telemedicineclinic.com use hyperlinks to refer to advertising or third-party websites, TELEMEDICINE CLINIC declines the obligation to control and does not previously control, approve or consider as its own the services, contents, information, files, products and whatsoever material on the websites and pages of said third parties. Consequently, TELEMEDICINE CLINIC shall not be responsible under whatsoever circumstances for the legal nature of the content on said websites and pages, which shall be the exclusive responsibility of the third party regarding, for example but not limited to, legality, morality, good practices and law and order and content, and for ensuring that they do not affect the rights of whatsoever third party. The existence of hyperlinks does not imply whatsoever connection between TELEMEDICINE CLINIC and the owner of the website to which the link points.

3.2 The Users or third parties who intend to set up a hyperlink to TELEMEDICINE CLINIC's website must guarantee that the hyperlink only accesses the pages but does not perform, for example but not limited to, the reproduction of content, deep-links, browsers, inexact or incorrect presentations of the content or the Site. Except for the signs that form part of the hyperlink, the User shall guarantee that the website on which the hyperlink is placed does not contain marks, commercial names, signs, denominations, logos, slogans or whatsoever kind of distinguishing sign belonging to TELEMEDICINE CLINIC.

4. Exclusion of warranty and liability

4.1 TELEMEDICINE CLINIC does not guarantee the continuity of the telemedicineclinic.com service, and consequently declines whatsoever liability for damages of whatsoever kind resulting from the unavailability of its website or services. However, it shall seek to provide, as far as possible, technical assistance for the affected party.

4.2 TELEMEDICINE CLINIC does not undertake to control nor does it previously control the absence of virus or elements in the content which may affect the software or hardware of the users and persons visiting its website. Consequently, it declines liability for whatsoever damages resulting there from.

4.3 TELEMEDICINE CLINIC declines the obligation to control and does not previously control, approve or consider as its own the services, contents, information, files, products and whatsoever material on the websites and pages of said third parties. Consequently, TELEMEDICINE CLINIC shall not be responsible under whatsoever circumstances for the legal nature of the content on said websites and pages, which shall be the exclusive responsibility of the third party regarding, for example but not limited to, legality, morality, good practices and law and order and content, and for ensuring that they do not affect the rights of whatsoever third party.

4.4 TELEMEDICINE CLINIC does not undertake to control nor does it previously control or guarantee the reliability, availability and continuity of the products and services offered to the user by third parties hosted outside its website. Consequently, it declines whatsoever liability for whatsoever damages resulting from the aforementioned lack of availability, reliability or continuity of its website and services.

4.5 The User shall be liable for whatsoever damages caused to TELEMEDICINE CLINIC as a result of the violation of the law or whatsoever regulation of use set forth in this agreement by a member.

5. Data protection

To access some of the services provided by TELEMEDICINE CLINIC on its website, Users must first provide TELEMEDICINE CLINIC with certain personal information. Consequently and in fulfillment of the provisions set forth in the Organic Statute for the Protection of Personal Information 15/1999, we hereby inform Users that the information the User provides voluntarily shall be included in a file for whose processing the responsible party is TELEMEDICINE CLINIC. Furthermore, the User expressly gives his/her consent for the transfer of his/her details to other companies with the same purpose. Users may access the file at all times and exercise their right to rectification, cancellation and opposition in accordance with the terms set forth in the legislation governing data protection. In addition, their consent for the processing and transfer of personal details may be revoked at any time. For these intents and purposes, a written and signed request addressed to TELEMEDICINE CLINIC at the indicated address or sent by e-mail to

info@telemedicineclinic.com shall suffice. We shall then contact you to inform you of the procedure. The User shall guarantee and respond, in whatsoever case, for the truthfulness, exactness, current nature and authenticity of the personal details provided, and he/she undertakes to keep them duly up to date.

6. Regulation safeguard

Should whatsoever of the terms and conditions set forth in these regulations be declared void or ineffective, said declaration shall not affect the validity of the remaining provisions, which shall be maintained as agreed. TELEMEDICINE CLINIC undertakes to replace the affected clause by another that is as close as possible to the original purpose.

7. Competent law and jurisdiction

These regulations shall be governed by Spanish law. For the resolution of whatsoever controversy regarding the validity, execution, fulfillment or total or partial termination of this agreement, TELEMEDICINE CLINIC and the User hereby submit to the competence of the courts and tribunals of the city of Madrid and expressly waive their right to whatsoever other jurisdiction. This text of the regulations of use constitutes the full agreement between TELEMEDICINE CLINIC and the User and replaces all the previous written and verbal agreements, commitments, declarations and pacts existing between the two parties.

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