

# Terms of use

## 1. Scope of these Terms of Use

**SYMPTOMATO LLC (including its affiliates, "Symptomato" "we", "our", "us") provides remote information services to search and obtain information in accordance with the customer's request, through persons qualified to provide information services according to the content of the request in various fields of medicine.**

**These terms and conditions (the "Terms") apply to your access to and use of Symptomato. Please read these Terms carefully. Your access to and use of Symptomato and the information, materials, products and tools available through Symptomato are governed by these Terms, whether or not you have a Symptomato account associated with your name and/or contact information ("Account").**

**By accessing or using Symptomato, you acknowledge that you understand and agree to be bound by these Terms. If you do not understand or agree to be bound by these Terms, do not access or use Symptomato. The Symptomato resource is offered to end users as a convenience and use of the Symptomato resource is not mandatory.**

**When you use certain features of the Symptomato Resource, we may provide you with additional terms and conditions relating to those specific features that will supplement the generally applicable provisions of these Terms.**

**In the event of any inconsistency between these Terms and the feature-specific terms and conditions with respect to your access and use of this resource, the feature-specific terms and conditions will apply.**

**Notwithstanding anything in these Terms, you understand and agree that Symptomato has the full and unlimited right, in its sole discretion, to revoke or block your access to and use of the Symptomato Service at any time.**

## IMPORTANT DISCLAIMERS

**Symptomato does not under any circumstances recommend or advise practicing physicians and/or other medical or hospital personnel regarding the specific treatment of patients whose information is processed through your use of Symptomato. By using the Symptomato resource, you acknowledge and agree that:**

**You have the authority and right to access, use, transfer and exchange any personal and Protected health information (PHI) that you access, use, transfer and exchange through your use of the Symptomato resource. You have obtained all necessary consents, authorizations and taken other steps, in accordance with applicable law, necessary to share the personal information and PHI that you disclose through Symptomato.- You are not impersonating anyone other than yourself (or a person on whose behalf you are legally authorized to act). You comply with all international, national, and local laws and regulations governing the transactions you conduct through Symptomato and your use of your linked personal information and PHI. Any use of personal information and PHI through the Symptomato service is for authorized purposes, such as to ensure continuity of the information requested, and is not for any prohibited or improper purpose. Symptomato is not a medical organization and is not responsible for the medical care or treatment of any patient. Symptomato is not responsible for the content, results, diagnoses (or lack thereof) of the data you transmit through the Symptomato resource and will not review, verify or provide any opinion or advice regarding the same. You agree to hold Symptomato harmless from any costs or losses resulting from your use, misuse or reliance on the Symptomato resource, except to the extent such costs or losses are caused by SYMPTOMATO's proven negligence or willful misconduct. Symptomato may modify, suspend or discontinue Symptomato at any time with or without notice. Except for payments or refunds expressly provided for in these Terms of Use or required by law, you agree that Symptomato will not be liable for any such modification, suspension or discontinuance.**

- You have the authority and right to access, use, transfer and exchange any personal and Protected health information (PHI) that you access, use, transfer and exchange through your use of the Symptomato resource.

- You have obtained all necessary consents, authorizations and taken other steps, in accordance with applicable law, necessary to share the personal information and PHI that you disclose through Symptomato.- You are not impersonating anyone other than yourself (or a person on whose behalf you are legally authorized to act).
- You comply with all international, national, and local laws and regulations governing the transactions you conduct through Symptomato and your use of your linked personal information and PHI.
- Any use of personal information and PHI through the Symptomato service is for authorized purposes, such as to ensure continuity of the information requested, and is not for any prohibited or improper purpose.
- Symptomato is not a medical organization and is not responsible for the medical care or treatment of any patient.
- Symptomato is not responsible for the content, results, diagnoses (or lack thereof) of the data you transmit through the Symptomato resource and will not review, verify or provide any opinion or advice regarding the same.
- You agree to hold Symptomato harmless from any costs or losses resulting from your use, misuse or reliance on the Symptomato resource, except to the extent such costs or losses are caused by SYMPTOMATO's proven negligence or willful misconduct
- Symptomato may modify, suspend or discontinue Symptomato at any time with or without notice. Except for payments or refunds expressly provided for in these Terms of Use or required by law, you agree that Symptomato will not be liable for any such modification, suspension or discontinuance.

## **2. Privacy Statement and Notice of Privacy Practices**

**Our Privacy Policy describes how Symptomato collects information about you through the Symptomato resource and how that information is processed, used, transferred, blocked, destroyed and protected.**

## **3. Disclaimer**

**If you are a patient or health care consumer, you agree not to use the information found on Symptomato as an alternative to communicating and consulting with a physician or other health care professional and should not rely on this information as professional medical advice. Always seek the advice of your physician or other qualified health care professional about a medical condition and before starting, stopping or changing any treatment or medication. In the event of an emergency, seek immediate assistance from emergency personnel. Never delay seeing a doctor or disregard medical advice because of something you have or have not read on Symptomato Resource. The information (including, but not limited to, advice and recommendations) and services included in Symptomato are for general information purposes only and do not constitute medical or health advice for any particular problem, nor are they a substitute for the medical or other professional advice and services of a qualified health care provider familiar with your medical history. Use of the Symptomato resource does not create a physician-patient relationship. None of the information contained in the Symptomato resource is intended to be used for purposes of medical diagnosis or treatment. You acknowledge and agree that the information provided through Symptomato is not intended to diagnose disease, prescribe treatment, or perform any other medical practice tasks. Symptomato may use and publish questions submitted on Symptomato in an impersonal format. Experts answering questions through Symptomato provide general information as provided in Symptomato's functionality. The use of the term "expert" does not imply or guarantee any particular level of qualification, including license. Symptomato experts do not provide services that require licensure, even if the expert is licensed or provides services that require licensure in other jurisdictions. Expert contact information is not provided, although experts and other authorized personnel may receive end-user contact information in connection with their duties at Symptomato. Any contact or attempted contact between Users and Experts is at their own initiative and responsibility. Although Symptomato endeavors to keep all information on Symptomato up-to-date, medicine and knowledge change rapidly and therefore Symptomato should not be considered an unambiguous and/or exhaustive source of all information on a particular subject. Symptomato makes no warranties or representations as to the accuracy of the content of Symptomato and shall not be liable for any consequences resulting directly or indirectly from any action or inaction you take in reliance on the information and materials on**

**Symptomato. Your use of Symptomato is subject to additional disclaimers and cautions that may be contained in these Terms and Symptomato. You assume all risks of possible costs in your use of Symptomato and the materials contained on Symptomato. The features, functionality and specifications of the products or services described or depicted on Symptomato are subject to change at any time and without notice. Certain health information on Symptomato may be provided by third parties, subject to the terms and conditions of these Terms.**

## **4. Scope of Business**

**Symptomato is not a medical advice resource. You acknowledge and agree that neither Symptomato nor Symptomato Resource provides medical advice. Any content or data available through the Symptomato resource is for informational purposes only and is not a substitute for the professional opinion of medical professionals in the diagnosis and treatment of patients. Always consult your physician or other qualified health care provider for all health-related questions. Never disregard professional medical advice or delay treatment because of information made available to you by Symptomato. Symptomato, its licensors and service providers are not responsible for the accuracy, timeliness or completeness of the personal information you provide, nor for your or any health care provider's reliance on your personal information within the Symptomato resource. Symptomato is not responsible for any service provider's reliance or failure to rely on Symptomato Resource, the data or information contained therein, your personal information or its accuracy. Symptomato reserves the right not to respond to requests that that use obscene or abusive language or are posted in violation of the Terms, in bad faith; or that request medical advice or other services not provided by Symptomato. Symptomato reserves the right to respond to user inquiries for clarification of information or to ensure the quality of the service.**

- that use obscene or abusive language or are posted in violation of the Terms, in bad faith; or
- that request medical advice or other services not provided by Symptomato. Symptomato reserves the right to respond to user inquiries for clarification of information or to ensure the quality of the service.

**Symptomato is not an emergency service. Communication with providers through Symptomato is not in "real time" and should not be used in emergency or urgent situations. Symptomato Resource does not provide any specialized medical, emergency or urgent care services.**

**PLEASE CALL THE APPROPRIATE SERVICE OR YOUR HEALTH CARE PROVIDER IF YOU BELIEVE YOU HAVE A MEDICAL EMERGENCY OR REQUIRE IMMEDIATE ASSISTANCE.**

## **5. Intellectual Property**

**Exclusive rights to the Site and all of its components in the aggregate and individually, including all exclusive rights to any intellectual property, including but not limited to software code, databases, computer programs, designs, texts, graphics, illustrations, sounds, photo/video materials, concepts, ideas, principles, methods, techniques, systems, processes, methods, solutions, facts, layouts, means of individualization (trade name, trademarks/service marks, commercial names, trade names, trademarks, service marks, etc.), and any other intellectual property rights. No elements may be used in any other way without the prior authorization of the copyright holder. The use of the resource does not provide for the transfer of rights to them or their components. The person using the resource is granted a limited right to use such items in accordance with these Terms and Conditions.**

## **6. Right to modify the Terms**

**Symptomato may, at any time and in its sole discretion, modify these Terms in whole or in part. You agree to review these Terms from time to time. Any changes to these Terms will be effective immediately upon posting the revised Terms on Symptomato and, if you have an Account, by providing you with notice of the changes when you log in to Symptomato or by sending notice of the changes to the contact address or phone number you have provided to us. Your agreement to be bound by the modified Terms is evidenced by your you continue to use and access Symptomato after the modified Terms have been posted, or if you have an Account, failing to submit a request to terminate your Account within seven (7) calendar days after receiving notice of the changes as described above.**

- you continue to use and access Symptomato after the modified Terms have been posted, or
- if you have an Account, failing to submit a request to terminate your Account within seven (7) calendar days after receiving notice of the changes as described above.

## **7. Providing Contact and Account Information**

**By providing us with information about yourself, including when you create an Account, you agree to:**

**provide accurate, current and complete information about yourself and not provide information intending to impersonate another person; and maintain and timely update such information to keep it accurate, current and complete. If you provide incorrect, inaccurate or incomplete information, or we have reasonable grounds to believe that such information is so, we reserve the right to suspend or terminate any account you have created and/or deny any or all current or future access to use the Symptomato resource or any portion thereof. You agree that Symptomato is not responsible for outdated, incorrect, inaccurate or incomplete information.**

- provide accurate, current and complete information about yourself and not provide information intending to impersonate another person; and
- maintain and timely update such information to keep it accurate, current and complete. If you provide incorrect, inaccurate or incomplete information, or we have reasonable grounds to believe that such information is so, we reserve the right to suspend or terminate any account you have created and/or deny any or all current or future access to use the Symptomato resource or any portion thereof. You agree that Symptomato is not responsible for outdated, incorrect, inaccurate or incomplete information.

## **8. Communications from Symptomato**

**When you create an account or otherwise use a resource (including, but not limited to, Symptomato's services), you may have the opportunity to provide your contact information. By providing your contact information, you consent to receiving repeated informational and/or marketing communications from**

**Symptomato and/or our affiliates via email, phone and/or text message, including autodialed and prerecorded calls and messages. You further acknowledge and agree that Symptomato is not responsible for any delay or nondelivery of communications, particularly those caused by problems with providers or carriers. You further acknowledge and agree that Symptomato is not responsible for any data security breaches or communication disruptions caused by problems with telecommunications providers or carriers. If you have any questions about receiving communications from us, please contact us using the information below in the "Contact Us" section. To unsubscribe from marketing emails, click on the unsubscribe link at the bottom of the email you receive from us. To unsubscribe from phone calls, follow the instructions provided in the phone message. Even if you unsubscribe from marketing emails (if any), we may still send notices related to resource activity as part of the parties' relationship. The following provisions apply specifically to SMS text messages:**

**a. If you opt-in to receive SMS text messages, we will send you an SMS text message to confirm your subscription to receive notifications. By using the services of Symptomato, you agree to receive marketing and commercial email communications, which you can unsubscribe from at any time.**

**You may opt-out of the SMS service at any time by sending a "STOP" SMS message. After you send us a "STOP" SMS message, we will send you a reply SMS message to confirm your unsubscription. After that you will no longer receive SMS messages from this number. If you wish to join the program again, simply register as you did the first time and we will start sending you SMS messages again. If you forget which keywords are supported, simply send a "HELP" SMS message. After you send us a "HELP" SMS message, we will reply with instructions on how to use our resource and how to unsubscribe. We can deliver messages to the numbers of most major cell phone carriers. If you have questions about service availability, please contact your carrier. Message and data rates may apply to any messages sent to you from Symptomato's number and to us from you. If you have questions about your text messaging or data plan, it is best to contact your wireless carrier. If you have any questions about the services provided through this number, please contact us using the information listed in the "Contact Us" section below. If you have any questions regarding privacy, please review our Privacy Policy.**

- You may opt-out of the SMS service at any time by sending a "STOP" SMS message. After you send us a "STOP" SMS message, we will send you a reply SMS message to confirm your unsubscription. After that you will no longer receive SMS messages from this number. If you wish to join the program again, simply register as you did the first time and we will start sending you SMS messages again.
- If you forget which keywords are supported, simply send a "HELP" SMS message. After you send us a "HELP" SMS message, we will reply with instructions on how to use our resource and how to unsubscribe.
- We can deliver messages to the numbers of most major cell phone carriers. If you have questions about service availability, please contact your carrier.
- Message and data rates may apply to any messages sent to you from Symptomato's number and to us from you. If you have questions about your text messaging or data plan, it is best to contact your wireless carrier. If you have any questions about the services provided through this number, please contact us using the information listed in the "Contact Us" section below.
- If you have any questions regarding privacy, please review our Privacy Policy.

## 9. User Content

**You understand that all information, data and other materials that you and other Symptomato users upload, post, transmit, publish, display or otherwise make available through Symptomato, including information that you share with or make available to other Symptomato users ("User Content"), are solely the responsibility of you or the person from whom such User Content originates. This means that you, and not we, are responsible for all User Content that you upload, post, transmit, publish, display or otherwise make available through Symptomato. We do not control the User Content posted and, accordingly, do not guarantee the accuracy, integrity or quality of any User Content. In addition, User Content is for informational purposes only and is not intended to be a substitute for professional medical advice, diagnosis or treatment. You understand that by using the Symptomato resource, you may be exposed to User Content that is offensive, indecent, or inappropriate. In no event shall we be liable for any User Content, including, but not limited to, for any errors or**

**omissions in User Content, or for any loss or damage of any kind incurred as a result of the posting, use of, or reliance on any User Content uploaded, posted, transmitted, published, displayed, or otherwise made available through the Symptomato resource. By uploading, posting, transmitting, publishing, displaying or otherwise making available User Content through a Symptomato resource, you represent and warrant that:**

**You own or control all rights and interests in such User Content;all "moral rights" you may have in such User Content have been voluntarily waived by you;You have the right to grant permissions to use the content, subject to these Terms;all User Content posted by you:**

- 1. is accurate;**
- 2. does not violate these Terms;**
- 3. does not conflict with, result in a breach of, or constitute a default under any contract or agreement under which you are now or will be bound in the future;**
- 4. does not and will not violate any law;**
- 5. and will not cause injury to any person or entity;You are of legal age to use this type of service.**

- You own or control all rights and interests in such User Content;
- all "moral rights" you may have in such User Content have been voluntarily waived by you;
- You have the right to grant permissions to use the content, subject to these Terms;
- all User Content posted by you:
  1. 1. is accurate;
  2. 2. does not violate these Terms;
  3. 3. does not conflict with, result in a breach of, or constitute a default under any contract or agreement under which you are now or will be bound in the future;
  4. 4. does not and will not violate any law;
  5. 5. and will not cause injury to any person or entity;

- You are of legal age to use this type of service.

## **10. Granting your permission to Symptomato for User Content**

**By uploading, posting, transmitting, publishing, displaying, or otherwise making available User Content, you grant us a full, perpetual, non-exclusive, royalty-free right (with the right to transfer) to use, reproduce, display, perform, adapt, modify, publish, create derivative works from, or distribute such User Content in whole or in part in any form, medium, or technology (whether now known or hereafter developed) We may modify or adapt User Submitted Content, including to transmit, display or distribute it over networks and as required by networks, services or other media. We or others may, in our sole discretion, link to your name or other source provided by you when posting User Content. You represent and warrant that our posting and use of your User Content will not infringe the intellectual property or other rights of third parties. In addition, you authorize us to create derivatives of any such data, solely in de-identified and aggregated form (such derivatives, "Aggregated Data"). You agree that Symptomato will own all rights and interests in all Aggregated Data and in modified, enhanced and derivative versions and versions thereof.**

## **11. Processing, use, protection, transfer of your personal data**

**Personal or personal data is information about you that can be reasonably linked to you, such as your name, health information, marital status and/or other identifiers as may be defined by law. Personal or personally identifiable information may also include, but is not limited to, your financial information or social security number. By submitting Personal Data through Symptomato's resource, you give Symptomato permission to use and share it as part of your relationship with the resource. Symptomato takes care to protect your Personal Information and employs various security technologies and procedures to protect your information from unauthorized access, use and disclosure. This includes, but is not limited to, the use of firewalls, complex passwords, twofactor authentication, various audit trails, data loss prevention, regular penetration testing and risk assessments. In addition, Symptomato stores your**

**Personal Information on secure servers, utilizes strong encryption technologies, and provides comprehensive security training to employees. Symptomato may use de-identified data (which is any information on Symptomato that has had its personal identifiers removed and is not personally identifiable) taken from the Personal Information you provide and combine it with other anonymous data to create so-called "aggregated data" that may be disclosed to third parties. Aggregated data is information that describes the habits, usage patterns of users as a group, but does not reveal the identity of specific users. Aggregated Data is used to determine user demographics and usage patterns for our services. Symptomato may use aggregated data within Symptomato to understand the needs of Symptomato resource users and to determine what programs and services we can offer you, to improve services and develop new services, for research, product development or similar services to advance medicine and improve patient care. Symptomato may cooperate with and share aggregated data with third parties, including commercial collaborations, for research and other purposes where permitted by law. Symptomato may use the data you provide to operate and manage the Symptomato resource, software, and website; to maintain and protect its computer systems, including to protect or mitigate fraud or security risks; and to comply with legal requirements.**

## **12. Symptomato's position on the use of User Submitted Content**

**User Submitted Content that you upload, post, transmit, publish, display or otherwise make available through a Symptomato resource may be used by Symptomato in accordance with our Privacy Policy. Symptomato reserves the right to modify, reduce, remove or refuse to post any User Content on the Symptomato resource in its sole discretion. None of the User Content you submit is subject to any obligation of confidentiality on the part of Symptomato, its agents, partners or third party service providers or their respective directors, officers and employees.**

## **13. Confidentiality of information about third parties**

**You understand that in the course of your use of the Symptomato resource, you may be exposed to third parties' personal or medical information or other confidential information ("Confidential Information"). You agree to**

**take reasonable precautions to protect such Confidential Information, not use (except through Symptomato or as otherwise permitted herein) or disclose to third parties any such Confidential Information, except as permitted by these Terms or required by law, and notify us promptly and in writing of the circumstances surrounding suspected possession, use or knowledge of any such Confidential Information, and notify us promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of any such Confidential Information.**

- take reasonable precautions to protect such Confidential Information,
- not use (except through Symptomato or as otherwise permitted herein) or disclose to third parties any such Confidential Information, except as permitted by these Terms or required by law, and
- notify us promptly and in writing of the circumstances surrounding suspected possession, use or knowledge of any such Confidential Information, and
- notify us promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of any such Confidential Information.

## **14. Rules and Standards of Conduct when using the resource**

**You agree to comply with all laws, rules and regulations applicable to your use of the Symptomato resource. In addition, you agree not to:**

**upload, post, email, transmit or otherwise make available any User Content that you know to be false, inaccurate or misleading; upload, post, email, transmit or otherwise make available any User Content that violates any law, statute, ordinance or regulation (including but not limited to export control, consumer protection, unfair competition, anti-discrimination or false advertising); upload, post, email, transmit or otherwise make available any User Content that is or could reasonably be considered harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another person's privacy, hateful, racist, religious, ethnic or otherwise objectionable, that incites violence**

or war, that promotes pornography, and that is in any way harmful to minors;forge headers or otherwise manipulate identifiers to conceal the origin of any User Content submitted in connection with the use of the Symptomato resource;upload, post, email, transmit or otherwise make available any User Content that you are not authorized to make available by law or pursuant to a contractual or fiduciary relationship (e.g.,inside information or proprietary and confidential information obtained or disclosed as part of an employment relationship or pursuant to non-disclosure agreements);upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary right of any party;upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of invitation;upload, post, email, transmit or otherwise make available any material containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment;engage in any conduct that interferes with the proper functioning of Symptomato, violates the security of Symptomato, or otherwise damages Symptomato or any materials or information available through Symptomato.attempt to gain unauthorized access to any part or feature of Symptomato, any other systems or networks connected to Symptomato, any of our servers, or any of the services offered by or through Symptomato, including but not limited to hacking, password mining, or any other unauthorized means;Inspect, scan or test the vulnerability of Symptomato or any network connected to Symptomato or circumvent authentication measures on Symptomato or any network connected to Symptomato;use any automated means to collect information or content from or otherwise access Symptomato, including but not limited to the use of technical means known as robots, spiders or scrapers, without our prior authorization;collect or otherwise accumulate and store information about other Symptomato users, including e-mail addresses;install any software, file or code that is not authorized by the user of the computer or mobile device, or that takes control of all or any part of the processing performed by the computer or mobile device, without the permission of the user of the computer or mobile device;interfere with or disrupt the Symptomato Service or the server networks connected to the Symptomato resource, or violate any requirements,

**procedures, policies or rules of the networks connected to the Symptomato resource.**

- upload, post, email, transmit or otherwise make available any User Content that you know to be false, inaccurate or misleading;
- upload, post, email, transmit or otherwise make available any User Content that violates any law, statute, ordinance or regulation (including but not limited to export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- upload, post, email, transmit or otherwise make available any User Content that is or could reasonably be considered harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another person's privacy, hateful, racist, religious, ethnic or otherwise objectionable, that incites violence or war, that promotes pornography, and that is in any way harmful to minors;
- forge headers or otherwise manipulate identifiers to conceal the origin of any User Content submitted in connection with the use of the Symptomato resource;
- upload, post, email, transmit or otherwise make available any User Content that you are not authorized to make available by law or pursuant to a contractual or fiduciary relationship (e.g., inside information or proprietary and confidential information obtained or disclosed as part of an employment relationship or pursuant to non-disclosure agreements);
- upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary right of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of invitation;
- upload, post, email, transmit or otherwise make available any material containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment;

- engage in any conduct that interferes with the proper functioning of Symptomato, violates the security of Symptomato, or otherwise damages Symptomato or any materials or information available through Symptomato.
- attempt to gain unauthorized access to any part or feature of Symptomato, any other systems or networks connected to Symptomato, any of our servers, or any of the services offered by or through Symptomato, including but not limited to hacking, password mining, or any other unauthorized means;
- Inspect, scan or test the vulnerability of Symptomato or any network connected to Symptomato or circumvent authentication measures on Symptomato or any network connected to Symptomato;
- use any automated means to collect information or content from or otherwise access Symptomato, including but not limited to the use of technical means known as robots, spiders or scrapers, without our prior authorization;
- collect or otherwise accumulate and store information about other Symptomato users, including e-mail addresses;
- install any software, file or code that is not authorized by the user of the computer or mobile device, or that takes control of all or any part of the processing performed by the computer or mobile device, without the permission of the user of the computer or mobile device;
- interfere with or disrupt the Symptomato Service or the server networks connected to the Symptomato resource, or violate any requirements, procedures, policies or rules of the networks connected to the Symptomato resource.

## **15. Third-Party Content and Links to Third-Party-Owned Websites or Online Applications**

**Symptomato may contain third-party content (e.g., articles, data feeds, abstracts, etc.) and hypertext links to third-party websites and online applications. We provide such content and links to such content for the purpose of familiarization for our users. We do not control the third-party websites or online applications or third-party content linked to and available through Symptomato, and therefore we do not endorse, sponsor, recommend, or have**

**any responsibility or liability for such third-party websites or online applications (or the availability of such websites or online applications) or third-party content.**

**IN PARTICULAR, WE DO NOT ASSUME ANY LIABILITY RELATED TO CLAIMS THAT ANY THIRD PARTY CONTENT (WHETHER PUBLISHED ON SYMPTOMATO OR ANY OTHER WEBSITE OR ONLINE APPLICATION) VIOLATES THE RIGHTS OF ANY PERSON OR ENTITY, OR ANY LIABILITY RELATED TO ANY INFORMATION OR OPINION CONTAINED IN SUCH THIRD PARTY CONTENT OR ON ANY THIRD PARTY WEBSITE OR ONLINE APPLICATION LINKED TO SYMPTOMATO.**

**You acknowledge and agree that we are not responsible for the accuracy, collection, use, disclosure or protection of information, copyright compliance, legality, good faith or any other aspect of the third party websites or online applications linked to from symptomato or the content displayed on or through them. If you visit third party websites or online applications by clicking on links on Symptomato's website, we encourage you to read the privacy policy and terms of use of each such website or online application you visit.**

## **16. Symptomato resource links**

**You may not link to the Symptomato website or use Symptomato's name, trademarks, logos or otherwise refer to Symptomato in any public communication, without Symptomato's prior written consent. Requests to link to Symptomato or use Symptomato's name should be directed to Symptomato.**

## **17. Information, news and press releases**

**Symptomato may contain information about Symptomato, such as news and press releases. You acknowledge that we are under no obligation to maintain the accuracy or update any such information and agree that you rely on any such information at your own risk.**

## **18. Registration and Passwords**

**Symptomato Resource may allow or require you to register or obtain a password before allowing you access to certain parts of Symptomato Resource. You acknowledge and agree that you are responsible for maintaining the**

**confidentiality of your Login ID and password (and any other credentials, including multi-factor authentication methods, devices and accounts that may be used or required) and for all uses of your Login ID, password and/or Account. You agree to immediately notify us of any unauthorized use of your login ID, password or Account or any other breach of security related to accessing Symptomato's resource through your Account. You acknowledge that you may be held liable for any loss or damage incurred by us or any other person or entity as a result of someone else using your login ID, password or Account as a result of your failure to maintain the security and confidentiality of your Account information.**

## **19. Symptomato Resource Operation**

**We reserve the right at any time, in our sole discretion, with or without notice, to do any of the following:**

**modify, suspend or terminate the Symptomato Resource or any part thereof, including, but not limited to, your violation of these Terms; modify or alter the Symptomato Resource or any part thereof; interrupt the regular operation of Symptomato or any part thereof as necessary to perform routine or unscheduled maintenance, error correction or other changes.**

- modify, suspend or terminate the Symptomato Resource or any part thereof, including, but not limited to, your violation of these Terms;
- modify or alter the Symptomato Resource or any part thereof;
- interrupt the regular operation of Symptomato or any part thereof as necessary to perform routine or unscheduled maintenance, error correction or other changes.

## **20. Modification and Termination**

**In addition, notwithstanding the rights you may have to the Personal Information and/or other health information in your account, if any, Symptomato may cancel your account and delete all data associated with your account at any time and without notice if we believe that you have violated the terms of these Terms. The connection to your provider may be changed, suspended or terminated by your provider at any time and without notice, but you will still have access to**

**your account. In addition, except for an authorized representative person creating an account on behalf of a dependent, Symptomato will terminate the account within thirty (30) days of receiving a certificate confirming the death of the user. With respect to an authorized representative person, Symptomato will terminate all accounts associated with such authorized representative person within thirty (30) days after receipt of a certificate confirming the death of such authorized representative person, unless the user has no other authorized representative person associated with the account. Accordingly, you are solely responsible for maintaining your own copies of any data or Personal Information stored on Symptomato or any communications received through Symptomato. Symptomato is not responsible for any information removed from the resource. Symptomato also has the right to retain and/or destroy all data associated with your account in accordance with its then-current document retention and destruction policies. Upon termination of your access to the Symptomato resource, you must cease all use of the resource.**

## **21. Disclaimer of Warranties; Limitation of Liability**

**SYMPTOMATO AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH SYMPTOMATO ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SYMPTOMATO AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO SYMPTOMATO AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS AND SERVICES INCLUDED IN OR ACCESSIBLE THROUGH SYMPTOMATO, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. USE OF SYMPTOMATO IS AT YOUR OWN RISK. ACCESS TO SYMPTOMATO MAY BE INTERRUPTED AND THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH SYMPTOMATO MAY NOT BE ERROR FREE. NEITHER SYMPTOMATO, ITS SUPPLIERS, NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SYMPTOMATO SERVICE OR THE MATERIALS, INFORMATION, SOFTWARE, SOFTWARE, PRODUCTS, TOOLS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SYMPTOMATO RESOURCE. THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE**

**THROUGH SYMPTOMATO DOES NOT WARRANT THAT THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH SYMPTOMATO ARE ACCURATE, RELIABLE, COMPLETE, USEFUL, OR CORRECT; THAT THE SYMPTOMATO RESOURCE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE SYMPTOMATO RESOURCE DOES NOT CONTAIN VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SYMPTOMATO RESOURCE IS NOT SUBJECT TO CYBER-ATTACKS. PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR LIMITATIONS OR PROHIBITIONS ON THE EXCLUSION OF IMPLIED WARRANTIES.**

## **22. Waiver of Indemnification**

**IN NO EVENT SHALL SYMPTOMATO, ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR PROVIDING SYMPTOMATO OR THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH SYMPTOMATO BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS OF DATA OR LOSS OF PROFITS OR BUSINESS ARISING OUT OF OR IN ANY WAY CONNECTED WITH SYMPTOMATO (INCLUDING THE USE OR THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, SYMPTOMATO'S MAXIMUM AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO AMD 80,000. IN THE EVENT THAT CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES TO THE ABOVE EXTENT, OUR LIABILITY IN SUCH JURISDICTIONS WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SYMPTOMATO SERVICE WOULD NOT HAVE BEEN PROVIDED TO YOU IN THE ABSENCE OF SUCH LIMITATIONS.**

## **23. Indemnification**

**You agree to indemnify, defend, and hold Symptomato and its suppliers, and their respective affiliates, subsidiaries, employees, officers, directors, agents, contractors, insurers, and representatives, harmless from any and all liability, losses, claims, actions, suits, damages, judgments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or related to any User Content that you submit, post, transmit, or make available through the Symptomato service, violating the terms of this Agreement.**

## **24. Severability**

**If any provision of these Terms is held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of these Terms shall remain in full force and effect. Any provision of these Terms that is held invalid or unenforceable in part or extent only shall be in full force and effect to the extent not held invalid or unenforceable. The parties further agree to replace such invalid or unenforceable provision of these Terms with a valid and enforceable provision, to accomplish the economic, business and other purposes of such invalid or unenforceable provision.**

## **25. Applicable Law, Jurisdiction, Arbitration Agreement.**

**These Terms and the resolution of any disputes related to these Terms shall be construed in accordance with the national laws of the Republic of Armenia, without regard to conflict of laws principles. Disputes and disagreements arising in connection with these Terms shall be resolved through negotiations. In case of failure to reach an agreement, the resolution of disputes, excluding the jurisdiction of general courts, shall be transferred to the permanent arbitration court at the Chamber of Commerce and Industry (CCI RA) of the Republic of Armenia, according to the rules of the latter, consisting of one arbitrator, the language of legal proceedings - Armenian, the place of arbitration - Yerevan city. The dispute shall be resolved in accordance with the substantive rules of law of the Republic of Armenia. The decision of the arbitration shall be final and binding on the parties. Arbitration costs shall be paid by the losing party. In the event that disputes and disagreements arising in connection with**

these Terms and Conditions are not subject to arbitration, the resolution of disputes shall be referred to an authorized court of the Republic of Armenia. The dispute shall be resolved in accordance with the substantive and procedural rules of law of the Republic of Armenia. The decision of the court shall be final and binding on the parties. Court costs shall be paid by the losing Party.

**YOU AND SYMPTOMATO AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY INDIVIDUALLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

In addition, if the parties' dispute is arbitrated, the arbitrator may not consolidate the other person's claims with your claims and may not otherwise preside over any form of representative or class proceeding. Symptomato can be accessed from the Republic of Armenia and other countries around the world. Because the laws of each country may differ, you agree that the statutes and laws of the Republic of Armenia will apply to all matters relating to your access to or use of Symptomato, without regard to any conflict of laws principles. Symptomato makes no representation that materials on the Symptomato resource are appropriate or available for use in other locations, and access to this information from territories where its content is illegal is prohibited. Those who choose to access Symptomato from other locations do so on their own initiative and are responsible for compliance with local laws. Symptomato may not be accessible from certain countries and/or regions.

## **26. Final Terms**

These Terms shall remain in effect until modified as stated above or terminated at any time by Symptomato.

## **27. Contact Information**

Symptomato's registered office is: "SYMPTOMATO" LLC, 1 Komitas Avenue, Suite 19, ARABKIR, YEREVAN, ARMENIA SYMPTOMATO" LLC, 1 Komitas Avenue, Suite 19, Arabkir, Yerevan, Armenia. Specific questions and comments should be directed to the appropriate department via the "Contact Us" page. While we make every effort to respond promptly to all correspondence, we cannot

**guarantee a response to every e-mail. These Terms of Use were last updated on the website: 29.10.2024**