# Terms of Service

Effective as of March 28, 2020

These Terms of Service (this “Agreement”) is a legal agreement between you, the user of this app (“you”) and Aga Khan University & Aga Khan Foundation Kyrgyz Republic, (“Institution,” “we” or “us”) for use of the Salamat mobile application, the servers used by the mobile application, the computer files stored on such servers, and all related services, features and content offered by the Institution within this mobile application (collectively, the “App”).

###### **Acceptance of terms**

PLEASE READ THIS AGREEMENT CAREFULLY. BY CREATING AN ACCOUNT OR ACCESSING OR USING THE APP, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS, THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH HEREIN ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APP.

If you are a caregiver, your patient must review and accept the terms of this Agreement, and by using the App, you (the caregiver) confirm that you as well as your patient has reviewed and accepted this Agreement.

We may modify this Agreement from time to time. Your continued use of the App after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.

###### **Medical services disclaimer**

The Institution provides information, content and/or data (collectively, “Information”) contained therein for informational purposes only. Providing personal or medical information to the Institution by way of this App does not create a physician-patient relationship between you and the Institution. THE APP IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE OR DIAGNOSE, TREAT OR MANAGE ANY ILLNESS OR MEDICAL CONDITION. PLEASE CONSULT WITH A LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS THAT MAY AFFECT YOUR HEALTH AND SAFETY OR THAT OF YOUR FAMILY. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN CONNECTION WITH THE APP. ALWAYS CONSULT WITH YOUR HEALTHCARE PROFESSIONAL IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH OR CONDITION OR EXPERIENCE ANY CHANGES IN YOUR CONDITION OR HEALTH STATUS. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, GO TO THE NEAREST OPEN EMERGENCY ROOM IMMEDIATELY.

1. **FINANCIAL, LEGAL AND OTHER ADVICE DISCLAIMER**

You hereby acknowledge that nothing contained in the App shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and the Institution. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in the App.

###### **Your use of the App**

Any content you submit through the App is governed by the Institution’s Privacy Policy. To the extent there is an inconsistency between this Agreement and the Institution’s Privacy Policy, these Terms shall govern. As a condition of using the App, you agree not to use the App for any purpose that is prohibited by this Agreement. You are responsible for all of your activity in connection with the App. You agree that if you take any of the following actions, you will be materially breaching this Agreement, and you agree that you SHALL NOT:

* 1. resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to the App;
  2. modify, reverse engineer, decompile or disassemble the App;
  3. copy, adapt, alter, modify, translate, or create derivative works of the App without written authorization of the Institution;
  4. permit other individuals to use the App, including but not limited to shared use via a network connection, except under the terms of this Agreement;
  5. circumvent or disable any technological features or measures in the App for protection of intellectual property rights;
  6. use the App in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;
  7. use or access the App to compile data in a manner that is used or usable by a competitive product or service;

Any such forbidden use shall immediately terminate your license to use the App.

###### **Limited license to the App**

We grant you a personal, worldwide, revocable, non-transferable and non-exclusive license to access and use the App for personal and non-commercial purposes in accordance with the terms of this Agreement.

All rights, title, and interest in and to the App not expressly granted in this Agreement are reserved by the Institution.

###### **Use at your own risk**

Our goal is to help make certain health-related information more readily available and useful to you, however, the App cannot and does not guarantee health-related improvements or outcomes. Your use of the App and any information, predictions, or suggestions provided in the App are at your sole risk. We make no representation or warranty of any kind as to the accuracy of data and information that we may provide to you through the App and you agree and understand that the App is not intended to match or serve the same purpose as a medical or scientific device.

###### **Warranty Disclaimer**

The Institution controls and operates the App from various locations and makes no representation that the App is appropriate or available for use in all locations. The App or certain features of it may not be available in your location or may vary across locations.

THE APP IS PROVIDED “AS IS”, “AS AVAILABLE” AND IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW. THE INSTITUTION, AND ITS DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, DO NOT WARRANT THAT: (A) THE APP WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE APP WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE APP IS SOLELY AT YOUR OWN RISK.

###### **Limitation of liability**

IN NO EVENT SHALL THE INSTITUTION, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS APP.

Without limiting the generality of the foregoing, the Institution shall have absolutely no liability in connection with the App for any decision made or action taken or not taken in reliance upon the Information.

###### **Use of mobile devices**

Please note that your carrier’s normal rates and fees, such as text messaging and data charges, will still apply if you are using the App on a mobile device.

###### **Enforcement rights**

We are not obligated to monitor access or use of the App, however, we reserve the right to do so for purposes of operating and maintaining the App, ensuring your compliance with this Agreement, and complying with applicable legal requirements.

###### **Changes to the App**

From time to time and without prior notice to you, we may change, expand and improve the App. The Information provided may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Information may become out-of-date. The Institution undertakes no obligation to update any Information on the App; provided, however, that the Institution may update the Information at any time without notice in the Institution’s sole and absolute discretion. The Institution reserves the right to make alterations or deletions to the Information at any time without notice. We may also, at any time, cease to continue operating part or all of the App or selectively disable certain features of the App. Your use of the App does not entitle you to the continued provision or availability of the App. Any modification or elimination of the App or any particular features will be done in our sole and absolute discretion and without an ongoing obligation or liability to you.

###### **Indemnity**

You agree to defend, indemnify, and hold the Institution, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

###### **Miscellaneous**

Any dispute arising from this Agreement shall be governed by the laws of Pakistan. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in court located in Karachi.

Any cause of action you may have with respect to your use of the App must be commenced within one (1) year after the claim or cause of action arises.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

No waiver of by the Institution of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Institution to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Upon termination, all provisions of this Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

###### **Questions and Comments**

If you have any comments or questions on any part of the services or any part of this Terms of Service, please feel free to contact us at AKDN.dhrc@gmail.com