

MEDUSYS: POLICY OF CANCELLATION & REFUND

1/1/2022

END USER AGREEMENT

Medusys End-User License Agreement ("EULA") is a legally binding license agreement between the entity or organization you represent, or if you do not represent an entity or an organization in connection with a license purchase, you in your individual capacity on behalf of yourself ("you or your") and Medusys, #537, 11th A Cross, 4th Main, BEL Layout 3rd Block, Vidyaranyapura, Bangalore-560054 ("MEDUSYS") for the MEDUSYS software. By paying the license fee in full for the software without promptly requesting a refund of such fee or installing, copying, or otherwise using the software, such acts indicate your acceptance of the EULA and your agreement is bound by the terms and conditions of this EULA. If you do not desire to accept this EULA or agree to the terms of this EULA, promptly return and/or do not install on any electronic system and device, the unused software.

The software is protected by the jurisdictional copyright laws and all applicable copyright treaties, as well as other intellectual property laws and treaties. MEDUSYS and/or its authorized suppliers or approved licensors, are and shall remain the owners of all intellectual property rights in the software. MEDUSYS strives to protect the security and privacy of the users of its product.

TERM AND TERMINATION

The term of this EULA granted to you for the use of the software is as per the agreed duration, renewable automatically, but without prejudice to any other rights, MEDUSYS may terminate this EULA, if you fail to comply with any of the terms and conditions of this EULA, which includes, but would not be limited to, your unauthorized reproduction, copying, distribution, modification, adaptation or the making of a derivative of or display of the software or any of the key codes associated with the same. In such event, upon such termination you must destroy all copies of the software and any key codes associated with the same and all of its component parts and you must provide MEDUSYS in writing your certification as to the same.

Your licensed rights to install and use a copy of the trial version under will immediately terminate upon the earlier of:

- a) The expiration of the trial period, or
- b) Such time that you purchase a license to the software. MEDUSYS reserves the right to terminate your license to a copy of the trial version at any time in its sole discretion. To the extent that any provision in this is in conflict with any other term or condition in this EULA, this section shall



supersede such other terms and conditions with respect to the trial version only, but only to the extent necessary to resolve the conflict.

You acknowledge that the trial version may have limited features, function for a limited period of time, and/or have other limitations not present in a non-trial version of the software. Notwithstanding anything to the contrary in this EULA, the trial version is provided to you on "as is" basis and MEDUSYS disclaims any warranty or liability obligations to you of any kind.

WARRANTY

The materials on Medusys's website are provided on an 'as is' basis. Medusys makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Medusys does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

USER LICENSE

- a) Permission is granted to temporarily download one copy of the materials (information or software) on Medusys's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - I. modify or copy the materials;
 - II. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - III. attempt to decompile or reverse engineer any software contained on Medusys's website;
 - IV. remove any copyright or other proprietary notations from the materials; or
 - V. transfer the materials to another person or "mirror" the materials on any other server.
- b) This license shall automatically terminate if you violate any of these restrictions and may be terminated by Medusys at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

LIMITED WARRANTY

MEDUSYS warrants (the "Limited Warranty") that:

- a) The software will be in good working order for a period of ninety (90) days from the date of receipt; and
- b) Any hardware accompanying the software, if any, will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from date of receipt.



To the extent allowed by applicable law, implied warranties on the software and hardware, if any, are limited to ninety (90) days and one year, respectively.

CUSTOMER REMEDIES

MEDUSYS's and its suppliers' or licensor's entire liability and your exclusive remedy shall be, at MEDUSYS's option, either:

- a) Return the license fee paid; or
- b) Repair or replacement of the software or hardware that does not meet MEDUSYS's Limited Warranty and which is returned to MEDUSYS with a copy of your receipt. This limited warranty is void if failure of the software or hardware has resulted from accident, abuse, or misapplication. Any replacement software or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained. Medusys may change this privacy policy from time to time at Medusys's sole discretion.

Should you have any questions, complaints or claims with respect to the software, or if you desire to contact MEDUSYS for any reason, please write to:

Contact Us: -

MEDUSYS

#537, 11th A Cross, 4th Main BEL Layout 3rd Block, Vidyaranyapura Bangalore-560054

Mobile: +91 9845614877 Email: contact@medusys.in Visit: www.medyusys.in