

# WasfatyOnline

## Terms & Conditions

### 1. Introduction:

- 1.1. This introduction is an integral part of this Agreement.
- 1.2. The following terms and conditions constitute an agreement between you (“User/s”) and XXXXX (“we” or “us”). This Agreement governs the usage of our Services regardless of whether or not a User have created an account.
- 1.3. The mere act of using or browsing one of our Services is a legally binding acceptance to all the term and condition contained in this Agreement.
- 1.4. By using or browsing our Services, a User agree to waive his/her right to a class action, and therefore, all his/her legal claims can only be legally handled on an individual basis.
- 1.5. XXXXX provides several Services (see below). While we aim to improve the healthcare experience of our Users, we make no guarantee of that regard. Hence, under **ALL** circumstances, XXXXX shall bear no liability as to its Users’ healthcare experiences.

### 2. Interpretation:

- 2.1 In this agreement, except where the context otherwise requires, the following words shall have the following meanings:

**Agreement** refers to this agreement including the terms and conditions on this page/document as well as any future changes that XXXXX decides to bring about to the original document.

**Behavioural Advertising** means presenting targeted ads to consumers by collecting information about their browsing behaviour.

**Content** means texts, data, graphics, images, photographs, videos, audio, information, suggestions, guidance, and other materials that is found and provided through the variety of XXXXX’s Platforms. Content includes, without limitation, Posted Information by individual Users and Healthcare Providers.

**Healthcare Providers** includes institutions and professionals, listed by XXXXX, that provide healthcare. This includes but not limited to hospitals, clinics, pharmacies, insurance companies, Doctors, dentist, nurses and others who provide healthcare services and products.

**Personal Information** this may include, without limitation, the name of the user, nationality, age, gender, address, social security number, mobile number, email, zip/postal code, family information, insurance information, medical history, current medical needs and others.

**Posted Information** any information that Users and Healthcare Providers post on any of XXXXX's platforms. This includes, but not limited to, feedback, comments and inquiries.

**Registration** means becoming a registered member with XXXXX.

**Services:** -----,-----,-----,

**User/s** refers to above-13 years old who use or browse, with or without Registration, any of the Services XXXXX provides at its platforms.

**XXXXX's Platforms** refers to XXXX application, web site and social media accounts.

### **3. Registration:**

- 3.1. Registration is available in the whole of the Kingdom of Saudi Arabia, Dubai, and Abu Dhabi.
- 3.2. Registration is limited to individuals above the age of 13.
- 3.3. Registration is non-transferable and limited to one individual.
- 3.4. XXXXX may provide the option of Premium Registration where Users obtain extra benefits over standard registers.
- 3.5. No fees are required for the completion of Standard Registration.
- 3.6. Users may cancel their registration freely at any point of time. It is to be noted that the cancellation does not entitle them refunds.

### **4. Content on XXXX's platforms:**

- 4.1. Part of XXXXX effort to improve the healthcare experience of its Users, XXXXX may, but under no obligation, publish informational and educational Content on all or some of its platforms. Our Content is not intended to substitute formal medical advice and our Users are discouraged to rely on our Content for the purposes of diagnosis and treatments.
- 4.2. Content and information that is provided by Healthcare Providers, professionals or others via XXXXX's platforms does not establish professional/patient fiduciary relationship. This means neither XXXXX nor any of our Healthcare Providers should be liable for the consequences of Users' reliance on Content.
- 4.3. We and our listed Healthcare Providers do not provide medical advice on our platforms, thus, Content on XXXXX's platforms does not constitute a medical opinion, diagnosis or treatment.
- 4.4. XXXXX Content is for informational, scheduling and payment purposes only and should not be taken as a professional healthcare advice.
- 4.5. XXXXX is not obliged to ensure that the Content on its platforms is timely, accurate or complete, therefore, XXXXX shall not be liable for any consequences that result from errors or omission in its Content. Users are highly encouraged to conduct their own research on matters that they find relevant.
- 4.6. While reasonable effort is put to ensure the accuracy of the Content provided, XXXXX makes no guarantees, representations or warranties, expressed or implied, regarding professional qualifications, expertise, quality of work, appropriateness,

price or cost, information insurance coverage or benefit information or any other Content available through the Services.

- 4.7. Our Content is NOT intended to endorse any Healthcare Provider, method of treatment, nor a medical opinion. Thus, reliance on the Content provided by XXXXX shall be at the Users' risk.

## **5. XXXXX General Liabilities and Responsibilities:**

- 5.1 XXXXX, or its designee, shall take limited steps to ascertain that Healthcare Providers on our lists hold certain active licenses, qualifications, and the necessary registrations required by the Saudi law to practice the Services they offer. These steps, however, shall not extend to ascertaining the authenticity of the listed Healthcare Providers' licenses, qualifications, and registrations. Hence, XXXXX shall not be liable for any fraud, deception conducted by our Healthcare Providers.
- 5.2 While we are committed to listing the best Healthcare Providers for our Users and suspending, un-listing and banning Healthcare Providers who engage in inappropriate, unprofessional or immoral activities, XXXXX reserve the exclusive right to *whether* and *when* to make such decisions. Thus, XXXXX has no liability regarding listing, un-listing, banning, or suspending any Healthcare Provider on its platforms.
- 5.3 Our Healthcare Providers have legally independent personalities from us. This means their legal rights and obligations are independent from XXXXX. Thus, XXXXX shall not be legally liable for any action/inaction taken by Healthcare Providers. This includes but not limited to, cancelled, unfulfilled appointments or injury or loss resulting therefrom. Further, while we hope and expect our Healthcare Providers to rise to the expectation, XXXXX shall not be liable for medical negligence by any Healthcare Provider. Users should bear the full and complete legal and non-legal responsibility for their choices of Healthcare Providers.
- 5.4 XXXXX reserve the exclusive right to list and/or un-list any Health Provider as XXXXX deems suitable. This right will be exercised in the light of several criteria including, but not limited to; 1) feedback provided by our Users regarding their experiences with the Healthcare Provider; 2) legal and contractual relationship between us and the Healthcare Provider; 3) the reputation and professionalism of the Healthcare Provider. In exercising this exclusive right, XXXXX has no liability regarding the consequences that listing or un-listing may have on Users.
- 5.5 XXXXX reserve the right to market for its Healthcare Providers in a way that is deemed ethical. Marketed services and product will be marked with a sign that informs Users as to the marketing. Hence, marketing should not be regarded as an endorsement nor should it make any representations or warranties. We are NOT liable for Users' choices for Healthcare Providers.
- 5.6 Links to other websites and applications are present for Users' convenience and the presence of these links shall not be interpreted as an endorsement from XXXXX side. Hence, XXXXX bears no liability regarding Users' choice to use these links.
- 5.7 XXXXX reserve its right to shut down its Services at any point it deems suitable or appropriate or to end *all* its Services at any point of time for any reason. Furthermore, XXXXX does not guarantee 24/7 operation of its servers. Thus, XXXXX is not liable for any disconnection that results of technical and/or non-technical issues. It is to be noted that XXXXX is determined and committed to provide the experience that Users expect and desire.

## **6. Users General Liabilities and Responsibilities:**

- 6.1 You agree to create an account if you are to use our Services. Creating an account requires entering some of your Personal Information.
- 6.2 You agree that you are still responsible for your healthcare expenses.
- 6.3 you agree that all the Personal Information you entered are correct, accurate and up-to-date.
- 6.4 Users, or third parties acting on their behalf, are legally responsible for the accuracy of their Personal Information. Please be aware that inaccuracy of Personal Information may result in wrong treatment, diagnosis, or medical advice, thus, it is of extreme importance that Users ensure the accuracy of their Personal Information. XXXXX's bears no liability for inaccurate Personal Information entered by Users or a third party that is acting of their behalf.
- 6.5 Users, or third parties acting on their behalf, should ensure that their Personal Information are up-to-date. Please be aware that failing to update your Personal Information may result in wrong treatment, diagnosis, or medical advice, thus, it is of extreme importance that Users do update their Personal Information. XXXXX's bears no liability for Users' failure to update their Personal Information.
- 6.6 You agree that any disputes arise between you and a Healthcare Provider, should be resolved away from XXXXX's legal involvement.
- 6.7 Users shall not use XXXXX's Services in a manner that could damage or impair our servers or networks.
- 6.8 Users, whether they work in the health industry or not, shall not use the Services for anti-competition, deceptive or unfair practices or otherwise violates any of the laws applicable in the Kingdom of Saudi Arabia.
- 6.9 Users shall solely bear all the legal and non-legal responsibilities for their choice of Healthcare Provider and **all** the consequences that flows from this choice
- 6.10 Users are expected to act responsibly when providing Posted Information. XXXXX reserve the right to take any legal and non-legal action against any of its Users where Posted Information is deemed illegal or in breach of the terms of this agreement. This includes but not limited to, blocking the User's account.

## **7. Private Policy:**

- 7.1 This section of the Agreement demonstrates XXXXX's commitment to respect the privacy rights of its Users.
- 7.2 XXXXX shall collect Users' Personal Information where the provision of Services requires so. Such Personal Information includes but not limited to:
  - Contact data, demographic data, medical data, and others.
  - Account information for third party services.
  - Traffic data such as IP address, geolocation information and others.
- 7.3 XXXXX may use tracking tools. This includes, but not limited to, Cookies, Web Beacons, Web Service Analytics, Mobile Device Identifiers.
- 7.4 XXXXX may use Behavioural Advertising to improve the quality and the efficiency of its Platforms.

7.5 You agree that XXXXX has the right to collect all the necessary information from you for the purpose of Behavioural Advertising. Hence, all data collected from Users by XXXXX for the purpose of Behavioural Advertising, regardless of the methods used, shall not be regarded in violation of Users privacy rights.

7.6 XXXXX shall use Personal Information to provide, improve, advertise and introduce new services.

7.7 While XXXXX may share certain Personal Information to perform its Services or for advertising purposes, XXXXX may not sell any Personal Information nor share it with a third party for illegal objectives.

7.8 While Users may expect reasonable cyber protection for their Personal Information, XXXXX shall not be liable for any illegal access to such information except where the protection provided XXXX is found to be below the reasonable expectation.

7.9 Posted Information is not private information and therefore XXXXX reserves the right to use and share its Users' Posted Information.

7.10 All content is owned by XXXXX or its licensors and is protected by copyright, trademark patent and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contains XXXXX's proprietary information. XXXX does not transfer any of its intellectual copy rights to you by virtue of permitting non-commercial usage of its services.

7.11 Users are permitted to print and download and store Content, but may not exploit the Content for commercial purposes or any other purpose that may have an adverse impact on XXXXX or its reputation.

## **8. Acceptable Use Policy:**

8.1 XXXXX's Service should only be used in a lawful and non-harmful manner.

8.2 Unlawful and harmful behaviour includes but not limited to:

- a) Copy, modify, adapt, translate, or reverse engineer any Content or materials on XXXXX's platforms.
- b) Remove any of XXXXX's proprietary rights contained in XXXXX's Content or on XXXXX's platforms.
- c) Fraudulent use of our Services.
- d) Using our Services or submit Posted Information by automated means.

8.3 Users may not harvest contact information for the purpose of sending unsolicited commercial messages such as Spam.

8.4 In posting any information on XXXX's platforms, Users are under an obligation to be honest, and use appropriate language.

8.5 Users should not post any unlawful or inappropriate information.

8.6 XXXXX reserve the right, but under no obligation, to remove, at its sole and absolute discretion, any Posted Information.

8.7 Users must be aware that Posted Information represents the opinion of other Users and XXXXX endorses none.

#### **9. Disclaimer:**

You agree that the participation at any of XXXXX platforms is at your sole risk. To the maximum extent permitted by the laws of the Kingdom of Saudi Arabia, under no circumstances and in no event shall XXXXX or its suppliers, vendors, their respective employees officers, directors agents affiliates licensors or partners (collectively known as XXXXX parties) be liable for any direct or indirect special punitive incidental exemplary or consequential damages or any damages whatsoever resulting from any loss of use, loss of data, loss of profits, business interruption, litigation or other pecuniary loss whether based on breach of contract, tort, negligence, product liability or otherwise arising out of or in any way connected with the use operation or performance of XXXXX, or with inability to provide or use any XXXXX benefits, even if advised of the possibility of such damages. Any liability on the part of XXXX parties shall not exceed fees paid by the register.

#### **10. Termination:**

10.1 XXXXX may, at its sole and absolute discretion, deactivate, terminate, or suspend any of the User's account.

10.2 XXXXX shall not be liable for the consequences of, deactivation, termination or suspension of their account.

#### **11. Future Changes of Services and Agreement Terms:**

11.1 New services introduced by XXXXX shall be governed by this agreement unless a new agreement is presented to the users.

11.2 Upon the occurrence of changes to this agreement, Users' continuation of using XXXXX's Services shall be interpreted as an acceptance of these new changes to the Agreement.

#### **12. The Governing Law:**

12.1 All legal matters regarding this Agreement shall be governed by the laws of the Kingdom of Saudi Arabia regardless of your location.

#### **13. General:**

13.1 Any failure to insist upon strict performance of any of the terms and conditions of the Agreement shall not be construed as a waiver of any provision or right.

13.2 If any part of these terms is ruled to be unenforceable, such part shall be severed with remainder of the terms remaining in full force and effect.

#### **Contract Us:**

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