

# SPANDAN E STETHOSCOPE TERMS AND CONDITIONS

## 1. Introduction

Welcome to NanoBios Lab, Medtech Section ("lab", "we", "our", "us"). The 'Spandan Electronic Stethoscope' ("Service") and application (app) are 'under research prototypes' and to be used only for non-commercial learning or educational purposes until it is officially launched as a product. The application of Spandan Stethoscope is also in Beta version and will be updated in coming future. The project is operated by NanoBios Lab, Indian Institute of Technology, Bombay ("us", "we", or "our"), and these Terms of Service ("Terms", "Terms of Service") govern your use of the Service. Our Privacy Policy governs both the disclosure of information derived from the use of our Service and the usage of our Service. Together, these Terms and our Privacy Statement constitute our agreement with you ("Agreements"). You agree to be bound by the Agreements, which you have carefully read and comprehended. If you do not agree with (or are unable to comply with) the Agreements, do not use the Service. However, please contact us at [dzyinr@gmail.com](mailto:dzyinr@gmail.com) so we may attempt to reach an agreement. These Terms must be followed by everyone who accesses or uses the Service.

## 2. Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at [dzyinr@gmail.com](mailto:dzyinr@gmail.com).

## 3. Purchases

There is no commercial angle to this application for the time being until the terms and conditions are updated after the product is officially launched. You will not be prompted to do any monetary transactions.

## 4. Content

This Service contains content that is either owned by NanoBios Lab IIT Bombay or used with permission. You may not distribute, edit, transmit, reuse, download, repost, copy, or otherwise use the aforementioned Content, in whole or in part, for commercial or personal advantage, without our prior written consent.

## 5. Prohibited Uses

You may only utilise the Service for legal reasons and in line with the Terms. You consent to Not use the Service:

- (a) In violation of all applicable national and international laws and regulations.
- (b) In any way with the intent to exploit, injure, or attempt to exploit or damage children by exposing them to improper content or otherwise.
- (c) To communicate or acquire the transmission of any commercial or promotional material, including "junk mail," "chain letters," "spam," and other solicitations of a similar kind.

## SPANDAN E STETHOSCOPE TERMS AND CONDITIONS

- (d) To impersonate Company, a Company employee, another user, or any other person or entity, or to attempt to do so.
- (e) In any manner that violates the rights of others, is unlawful, threatening, fraudulent, or hurtful, or is used for any unlawful, illegal, fraudulent, or harmful purpose or activity.
- (f) Engage in any other behaviour that restricts or inhibits anyone's use or enjoyment of the Service, or that, as decided by us, may hurt, offend, or subject to liability the Company or other users of the Service.

Additionally, you agree not to:

- (a) Never intentionally interfere with another user's usage of the Service, including their ability to participate in real-time activities via the Service, or disable, overburden, damage, or impair the Service.
- (b) Access the Service using any robot, spider, or other automated device, method, or means for the purpose of monitoring or copying any of the material on the Service.
- (c) Do not, without our express written permission, use any technique that relies solely on human labour to monitor or copy any of the content on the Service, or to use any such content for any illegal purpose.
- (d) Make an attempt to disrupt the Service in any way, whether by using a device, piece of software, or set of procedures.
- (e) Place any malicious or technologically destructive content on the system, such as viruses, trojan horses, worms, logic bombs, etc.
- (f) Interfere with, damage, or disrupt the Service, the server that houses the Service, or any server, computer, or database linked to the Service in any way.
- (g) Initiate a denial-of-service or distributed denial-of-service attack against Service.
- (h) Do everything that might lower the Company's reputation or tarnish its image.
- (i) In any other way, you must not try to disrupt the Service's regular operation.

### 6. Not to be used by Minors

Users must be over the age of eighteen (18) to access and use the Service. You represent and warrant that you are at least eighteen (18) years old and have the requisite power and authority to enter into this Agreement and to comply by all of the terms and conditions of these Terms by accessing or using the Service. The Service is not available to you or your use if you are under the age of eighteen (18).

### 7. Accounts

You confirm that you are over 18 years old and that the information you give us with is true, full, and up-to-date at all times when you establish an account with us. If you provide information that is false, incomplete, or outdated, we may have to immediately deactivate your account on the Service. You must prevent unauthorised access to your account and password by taking measures such as changing your password often and restricting physical access to your computer. Whether your password is for our Service or a third-party service, you agree to take full responsibility for any activities that occur under your account and/or password. If you suspect a security breach or unauthorised activity on your account, please contact us immediately. Usernames cannot be the name of another person or entity, a name that is not free for such use, or a trademark that is not owned by you and is not in the public domain. Offensive, vulgar, or obscene names are not allowed to be used as usernames. In

## SPANDAN E STETHOSCOPE TERMS AND CONDITIONS

our sole discretion, we may decline to provide service, delete accounts, change or remove content, or cancel purchases.

### 8. Intellectual Property

The Service and all of its original content (other than user-provided Content), features, and functionality are and will remain the exclusive and exclusive property of the NanoBios lab at IIT Bombay and its licensees. The Service is shielded by domestic and international copyright, trademark, and other laws. Without the NanoBios lab's explicit permission, no use of our trademarks may be made in connection with any goods or services.

### 9. Copyright Policy

We won't infringe on someone else's creativity. Any claim that any Content on the Service infringes on the copyright or other intellectual property rights of any person or organisation will be investigated and a response provided ("Infringement"). Please send an email to [dzyinr@gmail.com](mailto:dzyinr@gmail.com) with the subject line "Copyright Infringement" if you feel any infringement has occurred unintentionally. We are experimenting with this application for educational purpose and not for any commercial gain at the time of the release of the agreement and the prototype.

### 10. Error Reporting and Feedback

Errors, suggestions for changes, ideas, concerns, complaints, and other information and feedback pertaining to our Service can be submitted to us at [dzyinr@gmail.com](mailto:dzyinr@gmail.com) or through third-party sites and platforms ("Feedback"). You understand and agree that

- (a) Company may have development ideas similar to the Feedback;
- (b) Feedback does not contain confidential information or proprietary information from you or any third party; and
- (c) Company is not under any obligation of confidentiality with respect to the Feedback. You agree to transfer ownership of the Feedback to Company and its affiliates if legally permissible, and you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialise) the Feedback in any way and for any purpose.

### 11. Links to Other Web Sites

The NanoBios lab at IIT Bombay's Service may provide connections to other websites or services that are not owned or controlled by us. NanoBios Lab, IIT Bombay does not own or operate any of the websites or services to which it links and is not responsible for their content, policies, or practises. We take no responsibility for the content or reliability of any of these third-party websites or the services they provide. For instance, PolicyMaker.io, a free web software for creating high-quality legal documents, was used to draught the Terms of Use stated above. Whether you're running a website, blog, e-commerce business, or app, PolicyMaker's Terms and Conditions generator can quickly and easily generate a high-quality, customizable Terms of Service template.

You agree and acknowledge that company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with

## SPANDAN E STETHOSCOPE TERMS AND CONDITIONS

use of or reliance on any such content, goods, or services available on or through any such third party web sites or services. The use of any third-party websites or services is subject to their respective terms of service and privacy policies, which you are strongly encouraged to review.

### 12. Disclaimer of Warranty

WE OFFER THESE SERVICES ON A "AS IS" AND "AS AVAILABLE" BASIS. NOTHING IN THIS AGREEMENT, EXPRESS OR IMPLIED, IS MADE BY LAB REGARDING THE FUNCTIONALITY OF THEIR SERVICES OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED THEREIN. USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US ARE AT YOUR EXCLUSIVE RISK. NEITHER THE LAB NOR ANYONE CONNECTED WITH THE LAB MAKES ANY WARRANTY OR REPRESENTATION REGARDING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. FOR THE AVOIDANCE OF DOUBT, NEITHER THE LAB NOR ANY PERSON ASSOCIATED WITH THE LAB REPRESENTS OR WARRANTS THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY OTHER RESULTS FROM THE USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, OR OTHERWISE MEET YOUR REQUIREMENTS. ALL EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE LAB. THE FOREGOING ONLY APPLIES TO THE EXTENT PERMITTED BY LAW AND DOES NOT MODIFY ANY EXPRESS OR IMPLIED WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED.

### 13. Limitation of Liability

You agree to indemnify and hold us and our officers, directors, employees, and agents harmless from any and all liability for any direct, indirect, punitive, special, incidental, or consequential damage, however caused (including attorneys' fees and all related costs and expenses of litigation, arbitration, trial, or appeal, if any, whether or not litigation or arbitration is instituted), in an action of contract or otherwise, except to the extent prohibited by law. Except where prohibited by law, the business's responsibility shall be limited to the cost of the products and/or services, and in no circumstances will the company be responsible for any indirect, special, consequential, or exemplary damages. be aware that in certain places it is illegal to exclude or limit liability for incidental, consequential, or punitive damages, so the above may not apply to you.

### 14. Termination

We may terminate or suspend your account and prevent access to Service instantly, without prior warning or responsibility, within our sole discretion, for any cause whatsoever and without limitation, including but not limited to a breach of Terms. The simplest way to cancel your account is to stop using the Service altogether. Ownership terms, warranty disclaimers, indemnification provisions, and liability restrictions are only some of the provisions that will remain in effect even after this Agreement is terminated.

## SPANDAN E STETHOSCOPE TERMS AND CONDITIONS

### 15. Law

These Terms shall be governed and construed in accordance with the laws of India, whose governing law applies this agreement without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of such rights. If a court finds that any part of these Terms is unlawful or unenforceable, the remaining parts will continue to apply. Any past agreements between us pertaining to our Service are thus terminated and replaced by these Terms.

### 16. Amendments and changes to the Service

In our sole discretion and without prior notice, we may discontinue or make changes to the Service, as well as any service or content we provide via the Service. If the Service is interrupted for any reason, whether temporary or permanent, we assume no responsibility and will not compensate you. We have the right to limit access to some features or the whole Service at any time, even for registered users.

### 17. Amendments and changes to the Terms

Any changes to these Terms will be effective immediately upon their publication to this site. You should check back in with these Conditions from time to time. If you continue using the Platform after the Terms have been updated, you will be deemed to have accepted and agreed to the changes. In order to ensure compliance with any modifications, you should revisit this page regularly. If you continue to access or use our Service after such changes have gone into effect, you agree to be bound by the updated terms. You are no longer permitted to use the Service if you do not accept the revised conditions.

### 18. Waiver And Severability

The laboratory's failure to enforce any right or provision in these terms will not be taken as a waiver of those rights or provisions, and the laboratory's waiver of any term or condition herein will not be taken as a waiver of any other term or condition herein or of any other provision of these terms. If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason by a court or other tribunal of competent jurisdiction, then such provision shall be eliminated or limited to the minimum extent necessary so that the remaining provisions of these Terms will remain in full force and effect.

### 19. Acknowledgement

By using our Service or other services, you confirm that you have read and agree to be bound by these Terms of Service.

### 20. Contact Us

Please send your feedback, comments, requests for technical support by email:  
dzyinr@gmail.com