

# Medcon Terms of Use

**These terms apply to all Medcon products.**

## **1、 Your relationship with Medcon**

Your utilization of Medcon's products, software, services, and websites (collectively referred to as the "Services" within this document) is governed by a legal agreement between you and Medcon. This document elucidates the structure of that agreement and outlines several of its core terms.

In the absence of any other written agreement with Medcon, your contract with Medcon will invariably include, as a minimum, the terms and conditions stipulated within this document.

## **2、 Accepting the Terms**

To use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms:

- clicking to accept or agree to the Terms, whenever such an option is presented to you by Medcon within the user interface of any Service.
- by engaging in the use of the Services. In such a scenario, you acknowledge and consent that Medcon will consider your utilization of the Services as an acceptance of the Terms from that point forward.

## **3、 Language of the Terms**

A. Where Medcon has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Medcon.

B. In the event of any discrepancy between the English language version of these Terms and a translated version, the English language version shall prevail.

#### **4、 Provision of the Services by Medcon**

A. Medcon is constantly innovating to deliver an unparalleled experience for its users. You understand and consent that the format and essence of the Services provided by Medcon may evolve from time to time without prior notification to you.

B. As part of this ongoing innovation process, you acknowledge and agree that Medcon may, at its sole discretion and without prior notice to you, discontinue (either permanently or temporarily) the provision of the Services or any features within them to you or all users. You have the freedom to cease using the Services at any time; there is no requirement to explicitly notify Medcon when you decide to stop utilizing the Services.

#### **5、 Use of the Services by you**

A. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

B. Absent a distinct and explicit permission granted to you in a separate agreement with Medcon, you covenant that you will not reproduce, duplicate, copy, sell, trade, or resell the Services for any purpose.

C. You acknowledge that you are solely liable (and that Medcon bears no responsibility towards you or any third party) for any violation of your obligations under these Terms, as well as the consequences (including any loss or damage which may be incurred by Medcon) resulting from such breaches.

D. You confirm that you shall not impersonate any actual or fictional individual or entity, nor engage in any deceptive or fraudulent conduct.

E. Upon subscribing to the Services, you consent to receiving email communications from Medcon, which are essential for the successful delivery of the Services to you.

## **6、 Privacy and your Personal Information**

A. For information about Medcon's data protection practices, please read Medcon's privacy policy.

B. You agree to the use of your data in accordance with Medcon's privacy policy.

## **7、 Content in the Services**

A. You comprehend that all data (including but not limited to digital files, written text, software programs, musical compositions, audio recordings, or any other sounds, photographs, videos, and other visual elements) which you may access as part of, or while using, the Services are under the sole accountability of the individual or entity from whom such content originated. Collectively, this information is hereinafter referred to as the "Content".

B. Prohibited Content: You affirm that you will not send, display, post, submit, or transmit any Content which:

- contravenes consumer protection laws of any jurisdiction by being misleading or deceptive.

- infringes upon copyrighted material, trade secrets, or other third-party proprietary rights, including privacy and publicity rights, unless you are the rightful owner.

- poses a risk to an individual's safety or health, public safety or health, compromises national security, or hinders law enforcement investigations.

- impersonates another person.

- promotes illegal drugs, violates export control regulations, pertains to illegal gambling, or facilitates illegal arms trafficking.

- is unlawful, defamatory, libelous, threatening, pornographic, harassing, hate-inspiring, racially or ethnically offensive, or encourages behavior that would constitute a criminal offense, generate civil liability, breach any law, or is otherwise dishonest, inaccurate, inappropriate, malicious, or fraudulent.
- involves theft or supports terrorism.
- constitutes an unauthorized commercial communication.
- includes the contact information or personally identifiable data of any third party without first obtaining their express consent to disclose such details.
- violates the terms of this agreement.

C. Medcon retains the right (but assumes no obligation) to pre-screen, review, flag, filter, modify, reject, or remove all Content on any Service without prior notification to you. We hold full discretion over the publication of your Content and reserve the right to delete any such Content at any time should we determine it violates the provisions outlined in "7.2 Prohibited Content".

D. You should be mindful that Content presented to you through the Services, encompassing but not limited to advertisements within the Services and sponsored Content integrated in the Services, may be protected by intellectual property rights owned by the sponsors or advertisers providing such Content to Medcon (or by other entities or individuals acting on their behalf). Without explicit permission from Medcon or the rightful owners of the Content as stated in a separate agreement, you are not authorized to modify, rent, lease, loan, sell, distribute, or create derivative works based upon this Content, either in part or in its entirety.

E. You acknowledge that in using the Services, you may encounter Content that you might find offensive, indecent, or disagreeable, and thus, you voluntarily assume all risks associated with such exposure when utilizing the Services.

F. You confirm that you alone are accountable (and Medcon bears no responsibility towards you or any third party) for any Content generated, transmitted, or displayed by you while utilizing the Services, as well as the

outcomes of your actions (inclusive of any loss or damage suffered by Medcon) stemming from such conduct.

G. You acknowledge that Medcon assumes no liability for any Content generated using templates, forms, resources, or examples provided by Medcon or accessible via its platform. These materials are intended for educational and informational purposes only and should not be substituted for professional advice in medical, legal, business, or financial matters; instead, you should consult with qualified experts. Medcon disclaims all responsibility for any harm or losses incurred to any individual or entity due to the use, misuse, or reliance on information and Content produced by or accessible through Medcon. In essence, you consent to using Medcon's templates, resources, forms, and examples at your own risk.

## **8. Proprietary Rights**

A. You recognize and accept that Medcon holds all rightful, legal title and interest in and to the Services, inclusive of any intellectual property rights inherent within these Services (regardless of whether such rights are registered or unregistered and regardless of their geographical location worldwide).

B. Absent any explicit, written agreement to the contrary with Medcon, nothing within these Terms grants you the right to utilize any of Medcon's trade names, trademarks, service marks, logos, domain names, or other distinguishing brand attributes.

C. If Medcon has granted you a clear, written authorization to utilize any of its brand elements under a separate agreement, you hereby covenant to adhere to the terms outlined in that contract, the relevant clauses within these Terms, and Medcon's evolving guidelines for brand feature usage, as they may be periodically updated.

D. Medcon recognizes and accepts that it acquires no rights, title or interest from you (or your licensors) under these Terms in relation to any Content you

submit, post, transmit or display through the Services, inclusive of any intellectual property rights inherent within said Content (regardless of whether such rights are registered or unregistered and regardless of their global location). Except where otherwise agreed upon in writing with Medcon, you understand that you are accountable for safeguarding and enforcing those rights, and that Medcon bears no obligation to act on your behalf in this regard.

E. You consent that you shall refrain from eliminating, obscuring, or altering any proprietary rights notices (inclusive of copyright and trademark notices) that may be attached to or embedded within the Services.

F. Unless you have been explicitly authorized in writing by Medcon to do so, you covenant that while using the Services, you will not employ any trademark, service mark, trade name, or logo of any corporation or organization in a manner that is likely or intended to create confusion as to the rightful owner or authorized user of such marks, names, or logos.

## **9、 License from Medcon**

A. Medcon grants you a personal, global, non-royalty-bearing, non-transferable and non-exclusive license to utilize the software furnished by Medcon as part of the Services (hereinafter referred to as the "Software"), strictly for the purpose of allowing you to enjoy and benefit from the Services as provided by Medcon, in accordance with the terms outlined herein.

B. You are not permitted (nor may you authorize any other party) to duplicate, modify, create derivative works of, reverse engineer, disassemble, or in any way attempt to derive the source code of the Software or any portion thereof, unless such actions are explicitly allowed or mandated by law, or if Medcon has specifically provided you with written permission to do so.

C. Without obtaining Medcon's explicit written consent, you are not authorized to assign (or sub-license) your rights to utilize the Software, establish a security interest over your rights to use the Software, or in any other way transfer any part of your entitlements to utilize the Software.

## **10、 Software Updates**

The Software you utilize may automatically fetch and install periodic updates from Medcon. These updates are intended to refine, augment, and advance the Services, potentially including bug fixes, improved functionalities, new software modules, or even entirely new versions. By using the Services, you consent to receiving such updates (and authorize Medcon to deliver them to you).

## **11、 Ending your Relationship with Medcon**

A. The Terms will continue to apply until terminated by either you or Medcon as set out below.

B. Medcon reserves the right to terminate its legal agreement with you at any point under the following circumstances:

- You have violated any provision of these Terms, or your conduct indicates that you will not comply with or are unable to adhere to the provisions within the Terms.
- Medcon is legally obligated to do so, for instance, if the provision of Services to you becomes or is deemed unlawful.
- The partnering entity that facilitated Medcon's provision of Services to you terminates its relationship with Medcon or discontinues offering those Services to you.
- Medcon is transitioning towards ceasing to provide Services to users in the country where you reside or from which you access the service.
- In Medcon's estimation, continuing to provide the Services to you is no longer commercially viable.

C. Upon the termination of these Terms, all legal rights, obligations, and liabilities that you and Medcon have enjoyed, been bound by (or which have accumulated during the period in which the Terms were effective) or are intended to persist indefinitely shall remain unaffected by such termination.

## **12. EXCLUSION OF WARRANTIES**

A. IN CERTAIN JURISDICTIONS, IT IS NOT PERMISSIBLE TO EXCLUDE SPECIFIC WARRANTIES OR CONDITIONS, NOR TO LIMIT OR EXCLUDE LIABILITY FOR DAMAGES CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF IMPLIED TERMS, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, ONLY THOSE LIMITATIONS THAT ARE LEGALLY ENFORCEABLE IN YOUR JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE RESTRICTED TO THE FULLEST EXTENT ALLOWED BY THE LAW APPLICABLE TO YOU.

B. YOU UNAMBIGUOUSLY COMPREHEND AND ACCEPT THAT YOUR UTILIZATION OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK, AND THAT THE SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

C. MEDCON AND ITS LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO YOU THAT: (A) YOUR UTILIZATION OF THE SERVICES WILL FULFILL ALL YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERRORS, (C) ANY INFORMATION OBTAINED BY YOU THROUGH THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) DEFECTS IN THE FUNCTIONING OR PERFORMANCE OF ANY SOFTWARE PROVIDED AS PART OF THE SERVICES WILL BE RECTIFIED.

D. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE UTILIZATION OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU SHALL BEAR SOLE RESPONSIBILITY FOR ANY HARM TO YOUR COMPUTER SYSTEM, OTHER DEVICE, OR LOSS OF DATA RESULTING FROM SUCH DOWNLOADS.

E. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MEDCON OR THROUGH OR FROM THE



SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

F. MEDCON FURTHER EXPLICITLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, AND NON-INFRINGEMENT.

### **13. LIMITATION OF LIABILITY**

A. YOU FULLY COMPREHEND AND AGREE THAT MEDCON AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY RESULT FROM YOUR USE OF THE SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), DAMAGE TO GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES; (b) ANY LOSS OR HARM THAT MIGHT OCCUR TO YOU, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM: (I) RELIANCE BY YOU ON THE COMPLETENESS, ACCURACY, OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISEMENT APPEARS ON THE SERVICES; (II) ANY MODIFICATIONS MADE BY MEDCON TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY DISCONTINUATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THEM); (III) DELETION, CORRUPTION, OR FAILURE TO STORE ANY CONTENT AND OTHER COMMUNICATION DATA MAINTAINED OR TRANSMITTED THROUGH YOUR USE OF THE SERVICES; (IV) YOUR FAILURE TO PROVIDE ACCURATE ACCOUNT

INFORMATION TO MEDCON; (V) YOUR FAILURE TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF YOUR PASSWORD AND ACCOUNT DETAILS.

B. THE LIMITATIONS ON MEDCON'S LIABILITY TO YOU, AS OUTLINED IN PARAGRAPH 14.1 ABOVE, SHALL REMAIN IN EFFECT REGARDLESS OF WHETHER MEDCON HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POTENTIAL FOR ANY SUCH LOSSES TO OCCUR.

#### **14. Indemnification**

You covenant to defend, indemnify, and hold harmless Medcon, along with each of its respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners, and employees from any and all harm (whether direct, indirect, incidental, consequential, or otherwise), loss, liability, cost, and expense (inclusive of reasonable attorneys' fees and accounting costs) arising out of or resulting from any claim, demand, suit, proceeding (be it before an arbitrator, court, mediator, or other forum), or investigation made by any third party, which relates to or arises from:

- the content you provide.
- your breach of these Terms (including all terms, agreements, or policies incorporated into these Terms).
- your or end users' improper use of the Services.
- refunds owed or claimed to be owed to Registrants.
- your failure to pay or withhold any taxes or other fees required by applicable law.
- your violation of any third-party rights, including without limitation Intellectual Property Rights, privacy rights, or the terms of any Non-Medcon Service.
- your gross negligence and/or intentional misconduct.

#### **15. Advertisements**

A. A portion of the Services are funded by advertising revenue and may feature advertisements and promotional content. These ads may be tailored to match the context of information stored within the Services, queries executed via the Services, or other relevant data.

B. The nature, manner, and scope of advertising by Medcon within the Services are subject to alteration without providing you with specific notice.

C. As a condition for Medcon granting you access to and use of the Services, you consent that Medcon may incorporate such advertising within the Services.

## **16. Other Content**

A. The Services may contain links to external websites or resources. Medcon does not necessarily exercise control over any web pages or content, or resources that are provided by entities or individuals other than Medcon itself.

B. You acknowledge and accept that Medcon is not accountable for the availability of these external sites or resources, and does not endorse, approve, or warrant any advertising, products, or other materials presented on or accessible through such websites or resources.

C. You recognize and consent that Medcon is not responsible for any loss or harm that you may suffer due to the availability of those external sites or resources, nor because of your reliance on the completeness, accuracy, or existence of any advertising, products, or other materials presented on or accessible through such websites or resources.

## **17. Changes to the Terms**

A. Medcon may make changes to the Terms from time to time.

B. You comprehend and concur that should you continue to utilize the Services following the date when these Terms have been revised, Medcon will consider your usage as an acceptance of the updated Universal Terms or Additional Terms.

## **18、 Governing Law**

The Validity, Interpretation, Alteration, Execution and Dispute Settlement of These Terms Of Service Shall Be Governed By The Laws Of People's Republic Of China (PRC), And Disputes Arising From These Terms Of Service Shall Be Handled In Accordance With The Laws Of People's Republic Of China (PRC).