

## Terms and Conditions

Last updated: April 25, 2023

Effective: December 23, 2021

Please read these Terms and Conditions carefully before using the MedVenture for Travelers Application and Services. By accessing or using the Application, our Website, or our Services, you accept and agree to be bound by these Terms and Conditions. These Terms and Conditions are effective as of the date set forth above.

# Interpretation and Definitions

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## Interpretation

The words of which the initial letter is capitalized have meanings as defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program named MedVenture provided by the Company downloaded by you on any electronic Device.
- **Application Store** means the digital distribution Service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique Account created for you to access our Service or parts of our Service.
- **Company** refers to MedVenture App, Inc. at 16192 Coastal Hwy, Lewes, DE 19958, County of Sussex (referred to as either "**MedVenture**", "**We**", "**Us**" or "**Our**" in this Agreement).
- **Content** refers to content, communications, data, and materials, such as text, images, photos, messages, and other information that can be posted, uploaded, transmitted, linked to or otherwise made available on or via the Services, regardless of the form of that Content.
- **Country** refers to: United States of America.
- **Device** means any Device that can access the Service including but not limited to a computer, a cellular telephone or a digital tablet.
- **Promotions** refer to contests, sweepstakes or other Promotions offered through the Service.
- **Service** and **Services** refer to the Application, Website, and any other services, features, or products offered by MedVenture.

- **Terms and Conditions** (also referred as "**Terms**") mean these Terms and Conditions that form the entire agreement between you and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to [www.medventureapp.com](http://www.medventureapp.com) , accessible from <http://www.medventureapp.com>.
- **You** and/or **Your** and/or **User** means the individual, company, or legal entity accessing or using the Service, as applicable.
- **Your Content** means Content that you post, publish, upload, distribute, share, or otherwise make available or transmit via the Services.

## Acknowledgement

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These are the Terms and Conditions governing the use of this Service and the agreement that operates between you and MedVenture. These Terms and Conditions set out the rights and obligations of all Users regarding the use of the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, Users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions then you may not access the Service on any platform.

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the Privacy and Cookie Policy of MedVenture. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Application or the Website and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Service.

## Promotions

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Any Promotions made available through the Service may be governed by rules that are separate from and in addition to these Terms.

If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

# User Accounts

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When you create an Account with MedVenture, you must provide information to the Company that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your Account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a Third-Party Social Media Service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account.

You may not use as a username the name of another person and/or another entity and/or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

By using our Services, you represent and warrant that: 1. You are at least 18 years old; 2. You are legally qualified to enter a binding contract with MedVenture; 3. You are seeking a meaningful connection/friendship. 4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country 5. You are not on any list of individuals prohibited from conducting business with the United States; 6. You are not prohibited by law from using our services; 7. You have not been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence; 8. You are not required to register as a sex offender with any state, federal or local sex offender registry; 9. You do not have more than one Account on our Services; 10. You have not previously been removed from our Services by us, unless you have our express written permission to create a new Account. If at any time you cease to meet these requirements, you must immediately delete your Account. we retain the right to remove your access to our Services without warning.

Furthermore, by using our Service you agree to: 1. Comply with these Terms, and check this page from time to time to ensure you are aware of any change; 2. Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements; 3. Use the latest version of our Website and/or Application; 4. Treat other Users in a courteous and respectful manner, both on and off our Services and abide by our community values; 5. Be respectful when communicating with any of our customer care representatives or other employees; 6. Take reasonable measures to protect the security of your login information; 7. Present yourself respectfully and authentically by adding at least one photo that shows your face.

## Using the App

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## Your Content

Our Service allows you to post Content. You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Your Content to the Service, you grant MedVenture the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute Your Content on and through the Service. You retain any and all of your rights to any of Your Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for MedVenture to make Your Content available to other Users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) Your Content is yours (you own it) or you have the right to use it and grant MedVenture the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

## Content Restrictions

MedVenture is not responsible for the Content of the Service's Users. You expressly understand and agree that you are solely responsible for the Content and for all activity that occurs under your Account, whether done so by you or any third person using your Account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited Content, including references or commentary about religion, hatred, bigotry, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other Content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- Content that could be reasonably deemed to be offensive or to harass, upset, embarrass, alarm or annoy any other person.
- Obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity.
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense.

- Defamatory, libelous, or untrue.
- False information and features.
- Includes the image or likeness of another person without that person's consent (or in case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or a guardian.
- Is inconsistent with the intended use of MedVenture.
- May harm the reputation of MedVenture or its Affiliates.

MedVenture reserves the right, but not the obligation, to, in its sole discretion, determine whether any Content is inappropriate or violates these Terms, and to refuse or remove Content. MedVenture further reserves the right to make formatting and edits and change the manner of any Content. MedVenture may also suspend, terminate, limit, or revoke your Account and your use of the Service if you post any such inappropriate, illegal, or otherwise objectionable Content, at any time and without notice or liability to you.

As MedVenture cannot control all Content posted by Users and/or third parties on the Service, you agree that your use of the Service is at your own risk. You understand that by using the Service you may be exposed to Content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will MedVenture be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content.

## **Meetups/ Events**

### **COVID-19 SAFETY INFORMATION**

Please read this COVID-19 Safety Information carefully before you attend or participate in any meetups or or events held, sponsored, promoted, or otherwise made available by MedVenture, the Application, or any of our sponsors or partners (each, an "Event"). By attending or participating in any Event, you acknowledge and agree to the Liability Waiver and Release of Claims and the Assumption of Risk set forth below.

While participating in any Event, consistent with CDC guidelines, you are encouraged to practice hand hygiene, "social distancing" and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, MedVenture encourages Event participants to put preventative measures in place and adhere to the CDC Guidelines to reduce the spread of COVID-19. However, please note that you attend in-person Events solely at your own risk. MedVenture cannot guarantee that you or any Event participants, volunteers, partners, or others in attendance at in-person Events will not become infected with COVID-19, and we will not be held liable for any transmission of the disease.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in any Event. By attending an Event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among [others](#);
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

**DUTY TO SELF-MONITOR:**

You agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath), and you agree to contact MedVenture at [Hello@Medventureapp.com](mailto>Hello@Medventureapp.com) if you experiences symptoms of COVID-19 within 14 days after attending any Event.

**LIABILITY WAIVER AND RELEASE OF CLAIMS:**

You acknowledge that you derive personal satisfaction and a benefit by virtue of your participation in any Event, and you willingly engage in such Event and accept all personal responsibility and consequences by doing so.

YOU HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST MEDVENTURE AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH YOU, YOUR HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED

REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON YOUR BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM YOUR PARTICIPATION IN AN EVENT.

### **ASSUMPTION OF THE RISK.**

You acknowledge and understand the following:

1. Participation in an in-person Event includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. You knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. You hereby knowingly assume the risk of injury, harm and loss associated with the Event, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

### **MedVenture Date**

We aspire to build and maintain a MedVenture community that is welcoming and respectful. If you believe another User has violated these Terms or is behaving inappropriately, dangerously, or disrespectfully, please contact us at [hello@medventureapp.com](mailto:hello@medventureapp.com). We reserve the right, but have no obligation, to investigate the matter and take any action we deem appropriate, including, without limitation, suspending, terminating or revoking a User's access to the Service.

However, please note that we cannot control interactions between Users on the Services, including any interactions you may have in-person at an Event or through your participation in MedVenture Date. You agree that you are solely responsible for your interactions with other Users. You hereby release MedVenture, its Affiliates, and its and their successors from any claims, charges, complaints, demands, costs, losses, damages, rights, expenses (including attorneys' fees and costs actually incurred), causes of action and actions of any kind whatsoever, including personal injuries, death, or property damage, that directly or indirectly arise from or in connection with your interactions with or the conduct of other Users. If you are a California resident, you agree and certify that you have read the provisions of California Civil Code Section 1542 and waive any and all rights under California Civil Code Section 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF



KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

### **Hospital Reviews**

All reviews and opinions expressed are solely attributed to individual reviewers and are not a direct reflection of MedVenture or its employees. Reviews that violate these Terms will be removed, and we may suspend or terminate your account, or take any other action we deem appropriate, in our sole discretion, to protect the Service, our business, our users, or third parties. All hospital reviews should aim to be relevant and helpful to travelers. For this reason, you may not post any reviews that contain irrelevant or intentionally disruptive content, such as personal opinions solely or primarily about politics, religion or any topics not directly related to the hospital setting, dynamics, or patient care. MedVenture does not accept liability for any errors, false reports, omissions, nor shall it be held liable for any claims or losses of any kind that may arise from the data, information, or any other materials on the app. MedVenture reserves the right to update, modify or delete any review at our sole discretion, at any time, for any reason, and without notice.

To report a review that violates our Terms please contact us at [hello@medventureapp.com](mailto:hello@medventureapp.com).

### **Agency Reviews**

All reviews and opinions expressed are solely attributed to individual reviewers and are not a direct reflection of MedVenture or its employees. Reviews that violate these Terms will be removed, and we may suspend or terminate your account, or take any other action we deem appropriate, in our sole discretion, to protect the Service, our business, our users, or third parties. All agency reviews should aim to be relevant and helpful to travelers. For this reason, you may not post any reviews that contain irrelevant or intentionally disruptive content. MedVenture does not accept liability for any errors, false reports, omissions, nor shall it be held liable for any claims or losses of any kind that may arise from the data, information, or any other materials on the app. MedVenture reserves the right to update, modify or delete any review at our sole discretion, at any time, for any reason, and without notice.

To report a review that violates our Terms please contact us at [hello@medventureapp.com](mailto:hello@medventureapp.com).

### **Content Backups**

Although regular backups of Content are performed, MedVenture does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

MedVenture will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. However, you acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.



You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

## Copyright Policy

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### Intellectual Property Infringement

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of Our copyright agent via email at [hello@medventureapp.com](mailto:hello@medventureapp.com) and include in your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing your copyright.

### DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our copyright agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that you claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at [hello@medventureapp.com](mailto:hello@medventureapp.com).

Upon receipt of a notification, MedVenture will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged Content from the Service.

## Intellectual Property

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The Service and its original content (excluding Content provided by you or other Users), features and functionality are and will remain the exclusive property of MedVenture and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of MedVenture.

MedVenture owns all other content on our Services. Any other text, content, graphics, User interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned. All rights, title, and interest in and to our Content remains with us at all times. We grant you a limited license to access and use our Content as provided under the sections below, and we reserve all other rights.

## Rights Between MedVenture and You

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### Rights You Are Granted By MedVenture

MedVenture grants you the right to use and enjoy our Services, subject to these Terms. For as long as you comply with these Terms, MedVenture grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by MedVenture and permitted by these Terms and applicable laws.

### Rights You Grant MedVenture

You own all of the Content you provide to MedVenture, but you also grant us the right to use Your Content as provided in this Agreement. By creating an account, you grant to MedVenture a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute Your Content, including any information you authorize us to access from Facebook, Google, or other third party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future. MedVenture's license to Your Content shall be non-exclusive, except that MedVenture's license shall be exclusive with respect to derivative works created through use of our Services. For example, MedVenture would have an exclusive license to screenshots of our Services that include Your Content. In addition, so that MedVenture can prevent the use of Your Content outside of our Services, you authorize MedVenture to act on your behalf with respect to infringing uses of Your Content taken from our Services by other Users or third parties. On your behalf if Your Content is taken and used by third parties outside of our Services. MedVenture is not obligated to take any action with regard to use of Your Content by other Users or third parties. MedVenture's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the Content contains personal information as defined by those laws). In consideration for MedVenture allowing you to use our Services, you agree that we, our Affiliates, and our Third-Party partners may

place advertising on our Services. By submitting suggestions or feedback to MedVenture regarding our Services, you agree that MedVenture may use and share such feedback for any purpose without compensating you. You agree that MedVenture may access, preserve, and disclose your Account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of MedVenture or any other person.

## Links to Other Websites

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Our Services may contain links to third-party web sites or services that are not owned or controlled by MedVenture. For example, banner ads or links on our Traveler Resources page may link to third-party web sites where you may purchase goods or services from a third party, sometimes at a discount. Any such links or discounts are provided as a convenience to you and for informational purposes only; they are not an endorsement nor a recommendation of the third party, its goods or its services, by MedVenture.

MedVenture has no control over, and assumes no responsibility for, the Content, privacy policies, goods/services, or business practices of any third-party web sites or services. Any transaction you enter into with a third party is solely between you and that third party. You further acknowledge and agree that MedVenture 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 the use of or reliance on any such Content, goods or services available on or through any such third party or its web sites or services. You are solely responsible for determining the suitability and appropriateness of any third party's goods or services.

We strongly advise you to read the Terms and Conditions and Privacy Policies of any third-party web sites or services that you visit. For example, some areas of our Platform feature mapping services provided by Google Maps. When you use these mapping services on the Platform, you agree to be bound by the [Google Maps Additional Terms of Service](#).

## Account Termination

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If you no longer wish to use our Services, or if we terminate your Account for any reason, here's what you need to know. You can delete your Account at any time by opening the App, going to the "My Account" tab, and selecting "Delete Account", and following the instructions to terminate your Account. MedVenture reserves the right to investigate and, if appropriate, suspend or terminate your Account without warning if you have violated these Terms, misused our Services, or behaved in a way that MedVenture regards as inappropriate or unlawful, in relation to our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without

liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services. If your Account is terminated by you or by MedVenture for any reason, these Terms continue and remain enforceable between you and MedVenture, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our Privacy Policy.

Please report any violations of this Agreement by a member or third party by sending an email to [hello@medventureapp.com](mailto:hello@medventureapp.com).

## Criminal Background or Identity Verification Checks

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MedVenture does not conduct criminal background or identity verification checks on its Users. Use your best judgment when interacting with others. You understand that MedVenture does not conduct criminal background or identity verification checks on its Users or otherwise inquire into the background of its Users. MedVenture makes no representations or warranties as to the conduct, identity, intentions, legitimacy or veracity of Users. You are solely responsible for your interactions with other Users. Though MedVenture strives to encourage a respectful User experience, it is not responsible for the conduct of any User on or off the Service. You agree to use caution in all interactions with other Users, particularly if you decide to communicate off the Service or meet in person.

MedVenture reserves the right to conduct- and you authorize MedVenture to conduct- any criminal background or other screenings at any time and at the sole discretion of MedVenture, using available public records, and you agree that any information you provide may be used for that purpose. Likewise, MedVenture reserves the right to conduct -and you authorize MedVenture to conduct- screening through a consumer reporting agency that is allowable by law. MedVenture reserves the right to use information discovered about you through a criminal background check, identity verification check and/or consumer report, if any, to determine your eligibility under these Terms.

## Limitation of Liability

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To the maximum extent permitted by applicable law, in no event shall MedVenture or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if MedVenture or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may

not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## Indemnification

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You agree to defend, indemnify, and hold harmless the Company, its Affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of, relating to, or in connection with your violation of these Terms or your use of the Services or the Application, including, but not limited to, Your Content, your interactions with other Users, your use of the information and other Content provided by us, or your participation in any Event..

## "AS IS" and "AS AVAILABLE" Disclaimer

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The Service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, MedVenture, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, MedVenture provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither MedVenture nor any of MedVenture's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, Content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or Content provided through the Service; or (iv) that the Service, its servers, the Content, or e-mails sent from or on behalf of MedVenture are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

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The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## Dispute Resolution

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If you have any concern or dispute about the Service, you agree to first try to resolve the dispute informally by contacting us at [hello@medventureapp.com](mailto:hello@medventureapp.com)

## United States Legal Compliance

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You represent and warrant that (i) you are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) you are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

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### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

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These Terms and Conditions may have been translated if we have made them available to you on our Service.

You agree that the original English text shall prevail in the case of a dispute.

# Changes to These Terms and Conditions

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We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide notice when any new Terms take effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, in whole or in part, please stop using the Website and the Service.

## Acceptance of Terms

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By using our Services, you accept the Terms of this Agreement. By using our Services, whether through a mobile Device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our Privacy Policy and Cookie Policy, and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the Terms of this Agreement, please do not use our Services. The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

## Contact Us

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If you have any questions about these Terms and Conditions, you can contact us:

- By email: [hello@medventureapp.com](mailto:hello@medventureapp.com)
- By visiting this page on our Website: <https://www.medventureapp.com>

## Thank You

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Please accept our wholehearted thanks for reading our Terms of Service.