

TERMS AND CONDITIONS OF USE

Welcome to G-MED.com.

Please read these terms and Conditions of Use and our Privacy Policy carefully before using the Site and the Services.

Our Terms and Conditions of Use have been updated for the European General Data Protection Regulation in force as of May 25, 2018 ("GDPR").

Your Acceptance of the Terms

1. To use the Site and its Services, you must first agree to the Terms and Conditions of Use ("The Terms" or "The agreement"). We will refer to www.g-med.com throughout this document as "G-MED", "Site", "we" or "us".
2. By using this website, you agree to comply with and be bound to the following Terms and Conditions. You may not use the Services if you do not accept the Terms.
3. You accept the terms by clicking the "accept" button or by actually using the services.
4. You may not use the Services and may not accept the Terms if you are not of legal age to form a binding contract with G-MED, or if you are not a licensed physician (MD, DO)
5. Please read the Site's privacy policy which details how we treat your personal information, and protects your privacy, when you use the Services.
6. This Agreement may be modified from time to time in our sole discretion. The modified Agreement will be effective upon posting on the Site. To remain in compliance, we suggest that you review the Agreement at regular intervals. If you do not agree to the Terms and Conditions, please do not use this Site.

A. Personal Liability

1. The contents of the Site, including its text, graphics, images, videos, information obtained from third party resources and other material on the Site ("Contents" or "Materials") are offered for informational, commercial, educational or statistical or analysis purposes.
2. The Contents or the Service offered by the Site are not intended to be a substitute for any medical diagnosis, treatment, professional judgment or discretion of a health care professional.
3. Users accessing this Site assume full responsibility for the use of the information and agree that the Site is not responsible or liable for any claim, loss, or damage arising from the use of the Site.
4. We do not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" drug uses or other information that may be mentioned on the Site. Your reliance upon the information and

materials obtained or used by you is solely at your own discretion and your own risk.

B. Username and Password

1. At registration on the Site, you are required to establish a username, a password, professional and occupational information and other information in order to access your online account.
2. You may also provide in your personal profile additional information describing your credentials, professional experiences, academic background, biography and such. Your personal profile will be available for viewing by other users of the will be considered non-confidential and non-proprietary. Providing additional information in your personal profile beyond what is required at registration is entirely optional and can be altered or removed by you at any time
3. All information must be accepted by us to become a registered user.
4. We may use third parties to confirm your identity and you agree that we may verify or investigate information that you provide us.
5. You are responsible for maintaining the confidentiality of your username and password and may not share this information or your account with anyone else and will be solely responsible for all acts or omissions that occur under your account.
6. You are requested to immediately notify us of any unauthorized use of your password or account.

C. Public Areas and User Submissions

1. Certain areas of the Site (each, a "Public Area") may permit you to upload and/or submit feedback, content, data, text, third-party links, messages, or other materials (each, a "User Submission").
2. By submitting a User Submission, you automatically grant-or-warrant that the owner of the content and/or intellectual property of such User Submission has expressly granted us a royalty free, irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, license to:
 - 2.1. Uses, distribute, reproduce, adapt, publish, translate, publicly perform, and publicly display your User Submissions, in whole or in part, in any format or medium now known or later developed
 - 2.2. Use and permit others to use your User Submission in any manner and for any purpose, including, without limitation, commercial purposes, that we deem appropriate in our sole discretion.
3. You agree that you are solely responsible for all of your User Submissions. We are not required to host, display, or distribute any User Submissions on the Site and may remove at any time or refuse any User Submissions for any reason.
4. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. You understand and agree that any User Submission will be considered non-confidential and non-proprietary.

5. You agree to post only or upload Media (including photos, videos, audio etc.) that you have taken yourself or that you have all the rights to submit and which do not violate trademark, copyright, privacy or any other rights of any other person. By uploading any media on this Site, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights.
6. The Site is not intended for the transmission, storing, review or receipt of confidential patient information ("Patient Information"). However, if you upload such Patient Information to the Site, you represent and warrant that you will comply with all laws directly or indirectly applicable to you that may govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Patient Information.
7. You are solely responsible for obtaining and maintaining all patient consents, if applicable, and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Patient Information you transmit, store, or receive.
8. We cannot and do not assume any responsibility for your use or misuse of patient information or other information transmitted, monitored, stored or received while using the site or the information. We reserve the right to amend or delete any material that in our sole discretion violates the above.
9. You agree not to:
 - 9.1. Post any abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-oriented or any other material that may violate any applicable laws;
 - 9.2. Distributing viruses or another harmful computer code;
 - 9.3. Harvest or otherwise collect information about others, including email addresses;
10. You may not allow any other person or entity to use your identification for posting or viewing comments;
11. We reserve the right (but are not obligated) to do any or all of the following:
 - 11.1. Remove User Submissions which are abusive, illegal, or disruptive;
 - 11.2. Terminate a User's access to any or all Public Areas and/or the Site;
 - 11.3. Monitor, edit, or disclose any User Submission in the Public Areas;
 - 11.4. Edit or delete any User Submission posted on the Site.
12. You agree that from time to time we may invite or otherwise make you aware of certain educational, promotional, commercial or financial opportunities relating to your submissions and profile.

D. Ownership of Materials

1. All intellectual property rights in the Materials, including without limitation, the software, scripts, text, graphics, photos, interactive features and the trademarks, service marks and logos contained therein are the property of G-MED unless indicated otherwise. We retain all copyrights in the individual pages, and their components, and collective works available at the Site. The Materials are copyrighted and are protected by worldwide copyright laws.

2. The Materials may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, without G-MED's prior written permission.
3. The Site might offer you links. The linked sites are not necessarily under the control of Us and We are not responsible for the content of any linked contained in a non-affiliated linked site. The links are not intended to endorse any particular companies or products. If You decide to access any of the third-party sites linked to our Site, you do this entirely at your own risk.

E. General Disclaimer

1. This Site, its contents, and any software, products, services, content and its structure offered or contained herein are provided on an "AS IS" basis and on an "AS AVAILABLE" basis.
2. In no event shall G-MED, its subsidiaries, affiliates, directors, officers, employees, stockholders or agents be liable to you or any other entity for any and all damages including, but not limited, to direct compensatory, indirect, incidental consequential, special exemplary or punitive damages, including, without limitation, damages for loss of profits, business interruption, loss of information and loss of business opportunities, arising out or relating to the use of the Site or the Service.
3. We do not represent or warrant to you that:
 - 12.1. Your use of the Site or the Services will meet your requirements.
 - 12.2. Your use of the Site or the Services will be uninterrupted, timely, or free from error.
 - 12.3. information accessible via this Site is accurate, complete or current.

F. Limitation of Liability

1. In no event shall the Site, its affiliates, licensees and any of their respective directors, officers, employees, stockholders, agents or other representatives be liable for any direct, indirect, special, incidental, consequential, punitive or aggravated damages (including without limitation damages for loss of data, income or profit, loss of or damage to property and third party claims) or any other damages of any kind, arising out of or in connection with: this Site; any materials, information, qualification and recommendations appearing on this Site; any software, content, tools, tips, products, or services offered through, contained in or advertised on this Site; any link provided on this Site; and your account and password, whether or not we have been advised of the possibility of such damages. This exclusion of liability shall apply to the fullest extent permitted by law. This provision shall survive the termination of your right to use this Site. You acknowledge that you will be fully liable for all damages resulting directly or indirectly from your use of this Site.
2. If, notwithstanding the other terms of this agreement, We should have any liability to you or any third party for any loss, harm or damage, you and the Site agree that such liability shall under no circumstances exceed the value of

50.00\$. You and the Site agree that the foregoing limitation of liability is an agreed allocation of risk between you and the site.

3. You agree to indemnify, defend and hold us, our officers, directors, stockholders, agents and employees harmless from any and all liability, loss, damages, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

G. General Legal Terms

1. This Agreement constitutes the whole and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and its services.
2. If any of the Terms or Conditions in this Agreement shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.
3. If We do not exercise or enforce any legal right or remedy which is contained in the Terms (or which G-MED has the benefit of under any applicable law), this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to G-MED.
4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

H. Governing Law and Jurisdiction

1. All claims, disputes or controversies whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future arising out of or relating to: (a) this Agreement; (b) this Site; (c) any advertisement or promotion relating to this Agreement or this Site; or (d) transactions effectuated through this Site, or (e) the relationship which results from this Agreement (including relationships with third parties who are not party to this Agreement), shall be constructed in accordance with the laws of the State of Israel without regard to its conflict of laws provisions. The parties agree to be bound and shall be subject to the exclusive jurisdiction of the local courts located in Tel-Aviv, Israel.
2. Notwithstanding this, you agree that G-MED shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.