



## Terms and Conditions of Use

Please read the following Terms and Conditions of Use (the "Conditions") carefully before using the website [www.medaval.com](http://www.medaval.com) (the "Website"). Access to and use of the Website and the information contained thereon is subject to these Conditions. If you continue to access and use the Website, you are deemed to have accepted and be bound by these Conditions.

### 1. Aim of the Website

The Website is owned and operated by Medaval Limited ("Medaval"). The aim of the Website is to introduce you to the activities of Medaval. The Website is available for your information, interest and education.

### 2. Information purposes

The content presented on the Website is provided for informational purposes only. The Website does not provide you with advice or recommendation of any kind and should not be relied upon as the basis for any decision or action. The Website is not a substitute for medical advice. You are advised to consult professional advisors in the appropriate field with respect to the applicability of any particular aspect of the Website's contents.

### 3. Use is at your own risk

Use of the Website is at your own risk, and Medaval shall not be liable for any damages or injury arising out of your access to, use of, or inability to access or use the Website or from your reliance on any information provided therein. Medaval disclaims, to the fullest extent permitted by law, any and all liability for direct, indirect, incidental, consequential, punitive, and special or other damages, lost opportunities, lost profit or any other loss or damages of any kind, including but are not limited to losses caused by viruses or bugs, defects in the Website, interference by an unauthorised third party, fraud or theft, technical failure, deletions or delays. Medaval cannot and does not guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code containing contaminating or destructive properties. You are responsible for implementing such anti-virus and other security checks as you deem appropriate to satisfy your particular requirements. Furthermore, Medaval cannot guarantee the privacy or confidentiality of any information passing over the Internet.

### 4. Restricted Activities

You may not collect, transmit, publish or exploit any data, information or other material contained on the Website for commercial purposes. You may not copy or incorporate any of the contents of the Website into any other work or publication (in any form). No part of the Website may be copied to, transmitted to, stored on, or accessed from, any other website, except with the prior written consent of Medaval.

### 5. Information provided "as is"

The information on this site is provided "as is" and Medaval makes no representations or warranties either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Medaval makes no representations or warranties of any kind as to the completeness, accuracy, timeliness, availability, functionality and compliance with applicable laws. By using the Website you accept the risk that the information contained thereon may be incomplete or inaccurate or may not meet your needs or requirements. The information provided is not intended as a

substitute for consultation with your healthcare professional. Save to the fullest extent permitted by law, your statutory rights as a consumer are in no way prejudiced by anything contained in these Conditions.

#### **6. Links to other websites**

Any links to other Internet sites are provided as a convenience only. Medaval has no responsibility or control over the content or operation of such sites and shall not be liable for any damages or injuries arising from their content or operation. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information linked through the Website. Such linkage or access is not an implicit endorsement of the applicable websites. Medaval does not endorse or represent the reliability, accuracy, or quality of any information, goods, services, or products displayed or advertised on any third party websites. If you choose to access third-party services, you do so entirely at your own risk.

#### **7. Alterations, Suspensions and Withdrawal of Access**

Medaval reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason; (2) to modify or change the Website, or any portion of the Website, and any applicable policies or terms (including these Conditions); and (3) to interrupt the operation of the Website, or any portion of the Website, for maintenance or any other reason and Medaval accepts no responsibility for the Website or any part of it, not being available at all times.

#### **8. Copyright and Use of Content**

The content of the Website and the copyright and all other rights in all pages on the Website is the property of Medaval and is protected by copyright laws and by intellectual property rights. The trademarks, service marks, trade names, logos and product displayed on the Website are protected worldwide, and no use of any of these may be made without the prior written consent of Medaval. All rights are reserved, save that you are granted a non-exclusive non-transferable limited personal license to view and download on any single computer one copy of the contents of the Website for your personal, non-commercial, home use. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

#### **9. Governing Law**

Your access and use of the Website and the contents thereof shall be governed by and interpreted in accordance with the laws of the Republic of Ireland. The courts of the Republic of Ireland shall have exclusive jurisdiction to hear and determine all disputes, questions and differences arising out of or in connection with these Conditions, and you irrevocably submit to that jurisdiction for that purpose.

#### **10. Local Laws**

Use of the Website, information contained thereon or facilities and services offered may be restricted by local laws or regulations in some jurisdictions. The Website and its information is not intended for such prohibited use or distribution in such jurisdictions. Accordingly, those accessing the Website from locations outside of the Republic of Ireland do so on their own initiative and are responsible for compliance with all applicable laws. If use of the Website, or use of any material or content or services contained on the Website infringe any applicable law in your jurisdiction, you are not authorised to view or use the Website and must exit the Website immediately.

#### **11. Waivers**

Any waiver of any provision of these Conditions must be in writing and signed by Medaval in order to be valid, and shall not operate as a waiver of any other provision in the future.

#### **12. Severability**

If any part of these Conditions is deemed by a court of competent jurisdiction to be void or unenforceable, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other part of these Conditions.