

Terms of Use for isehati.com

Last updated: 30 August 2022

Health Systems Solutions LLC. "HSS" Delaware, USA which can be referred to as "we" "our" or "us", is the owner of www.isehati.com Website (in these terms we call this site and any successor websites, and any software provided by HSS for use with the site, the "Site")

These terms of use (these "Terms") apply to the users of our website www.isehati.com and related Apps through direct agreement with any of our contracting entities as per the information below along with what law and venue apply in any dispute:

Entity Name: ATK Services & Marketing

Entity Address: 303 - Al-Ghayda Time Tower, Sari Street, Jeddah, Saudi Arabia

Entity Registration: 4030105030

Law: As per residing country branch.

Venue: Middle East

For the purpose of these Terms, "you" means both you and any entity or organization you're authorized to represent. You are agreeing to these Terms and the applicable privacy policy.

Please read these Terms carefully before using the Site or any of the software applications provided by Health Systems Solutions LLC. "HSS". By accessing this Site or using any of the software applications or services associated with this Site here, you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Site.

Acceptance of Agreement

These Terms may be amended at any time by us from time to time without specific notice to you. The latest Terms will be posted on the Site or provided to you when you sign-up for the service. You should review these Terms prior to using the Site.

Description of Service

Our **services** consist of all the services we provide now or in the future, including our online and mobile healthcare products based on a subscription and/or transaction fees model. You may connect to the Site and Services using any Internet browser supported by the Services. You are

responsible for obtaining access to the Internet and the equipment necessary to use the Services.

User Sign up and Obligations

You need to sign up for a user account and become a **Subscriber** by providing all required information in order to access or use the Site and our services. If you represent an organization and wish to use the services for your organization, we recommend that you, and all other users from your organization, sign up for user accounts by providing your complete corporate contact information. In particular, we recommend that you use your corporate email address. You agree to a) provide true, accurate, current and complete information about yourself as prompted by the sign-up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if HSS has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, HSS may terminate your user account and refuse current or future use of any or all of its services.

You agree that the use of the Site services is not applicable to you if you and/or your entity that you represent are not legally licensed to practice and deliver your services. Furthermore, your use of the Site services is a confirmation from you that you and/or the entity you represent are legally licensed for the practice and services offered on the Site.

You agree that you and/or the entity you represent shall be solely liable and fully responsible for the accuracy, completeness, and safety of the services you deliver to the client you dealt with through our Site services. HSS shall not under any circumstances endure any responsibility due to any medical error, malpractice, gross negligence committed by you

Data Use and Privacy

Personal information you provide to HSS through the Service is governed by HSS Privacy Policy. Your election to use the Site Services indicates your acceptance of the terms of the HSS Privacy Policy.

When you enter or upload your data into our Site, we don't own that data but you grant us a license to use, copy, transmit, store, analyze, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; and communicate with you.

You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account, and you agree to inform us immediately of any unauthorized use of your user account by email to

support@isehati.com. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

If you choose to use any of the features on our Site, products, and services that connect your subscription to third-party products, we will use your personal data for that connection. Where we receive data as a result of that connection, we will use that data in line with our Privacy Policy and these terms. Third-party products are subject to terms and conditions and privacy notices set by their providers.

Maintenance, downtime, and data loss

We will endeavor to maintain the availability of our services 24 hours a day, 7 days a week. However, on occasions, we need to perform maintenance on our Site and products to keep them updated and secured, and this may require a period of downtime and we try to minimize any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.

We frequently release new updates, modifications and enhancements to our Site, products, and services, and in some cases discontinue features. Where this occurs, we'll endeavor to notify you where practical (for example, by email, on our blog, or within our services when you log in).

You may have occasional access issues and may also experience data loss for any number of reasons due to how technology and internet network work. **You're responsible for maintaining copies of your data entered into our Site and products.** Whatever the cause of any downtime, access issues or data loss, we do not offer any kind of compensation and your only recourse is to discontinue using our services.

Security

We strive to protect our Site, products, services, and your data by investing in technical, physical, and administrative means to keep access to our Site and your data safe. While we've taken steps to help protect your data, no method of electronic storage is completely secure, and we cannot guarantee absolute security. We may notify you if we have reason to believe that someone has accessed (or may be able to access) your account without authorization and we may also restrict access to certain parts of our services until you verify that access was by an authorized user.

You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own desktops, laptops, mobile devices, and other access devices systems. If you realize there's been any unauthorized use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately.

We may introduce security features to make your account more secure, such as multi-factor authentication and password guidelines. We strongly encourage you to use all optional security features.

Subscription Fees and Payments

When you create a **subscription** to use our Site and services and accept these terms, you become a **subscriber**. If you're the subscriber, you're the one responsible for paying for your subscription.

Subscriptions to Site are available as per subscription plans. Once you are a subscriber, we grant you (and your organization) the right to use our services (based on your subscription plan) for as long as the subscriber continues to pay for the subscription, or until the subscription is terminated.

The subscription fees are based on the pricing plan you select, and it might vary by region. Other services offered by contracting entities are outside the scope of this Terms. We may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these Terms. As with any other changes to our Terms, changes to the pricing plan won't apply retrospectively and, if we make changes and you're a subscriber, we'll make every effort to let you know.

Depending on your region, subscription fees may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST), as reflected in the pricing plan. You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied.

In order to continue accessing our services, you need to make timely payments in advance based on the pricing plan you selected. If we don't receive timely payments, we may suspend or terminate access to your subscription until the payment is made.

Your subscription continues for the period covered by the subscription fee paid. At the end of each subscription period, these Terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan

No refund or compensation is due If you wish to upgrade or downgrade your subscription plan, you are still liable for the existing subscription pricing plan terms.

If you have any questions about charges made to your account, please contact us immediately. If there are charges made in error, we will credit your account or credit card account for the appropriate amount.

Cancellation and Termination

You can cancel your account at any time with one month's written notice. Your subscription continues for the period covered by the subscription fee paid. HSS and/or contracting entity may choose to terminate your subscription at any time by providing you with one month's written notice in advance. HSS and/or contracting entity may also terminate or suspend your subscription or access to all or any data immediately if:

- you breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you fail to pay subscription fees, or
- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors or become subject to any similar insolvency event in any jurisdiction.

Such termination can result in the deactivation or deletion of your account. HSS reserves the right to refuse service to anyone for any reason at any time.

No refund is due to you if you cancel your subscription or HSS terminates it in accordance with these Terms.

All of your content and data will be deleted 60 days after cancellation or termination of your account. This information will not be able to be recovered. We recommend you use the export functionality of the Service prior to cancellation to retain any information you may require.

Failure to pay your subscription fees will result in your account being suspended. Accounts are suspended for a maximum of 40 days before the account may be terminated by us. We are not responsible for any loss you suffer because of such suspension or termination. A suspended account can be reactivated by making payment of dues to resume your subscription.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; or (v) use the Services for spamming and other illegal purposes.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious

sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of “junk mail”, “spam”, “chain letters”, “phishing” or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity. Any unauthorized use of the Service is a violation of these Terms of Service and may breach Territory laws. Such violations may subject you or your staff to civil and criminal penalties

Intellectual Property and data

HSS claims no intellectual property rights over the data or other material you provide using the Site services. You acknowledge that HSS owns all right, title and interest in and to the Site, services, including without limitation all intellectual property rights, and such rights are protected by international intellectual property laws. Except to the extent that applicable laws prevent us from restraining you from doing so, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Site and its services.

You consent to HSS transferring your data to third party IT providers, including our website host and back-up service provider, anywhere and globally to continue providing you the services.

Trademark

HSS, HSS logo, isehati name and logos are trademarks of Healthcare Systems Solutions LLC. “HSS”. You agree not to display or use, in any manner, the HSS trademarks, without HSS’s prior written permission.

Limitation of Liability

Use of the Site services are at your sole risk. You will be solely responsible for any damage to you resulting from the use of the Site services. The entire risk arising out of use, security or performance of the Site services remains with you.

If there is any loss or damage to your data, your sole and exclusive remedy will be for HSS to use reasonable commercial endeavors to restore the lost or damaged data from the latest back-up of such data maintained by HSS.

In no event shall HSS be liable for any indirect, special, incidental, consequential, or punitive damages, loss of use, loss of profits, revenue, interest or business or loss or corruption of data, whether in an action in contract, tort (including but not limited to negligence), equity or otherwise in connection with the Service or any other service provided by HSS.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SITE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. HSS AND THE CONTRACTING ENTITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HSS MAKES NO WARRANTY THAT THE SITE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. HOWEVER, AT THE TIME OF UNINTENTIONAL INTERRUPTION CAUSED AT HSS END BY FAILURES DUE TO INTERNET OR HARDWARE CRASH OR ANY OTHER UNCONTROLABLE CIRCUMSTANCES, THE SERVICES SHALL RESUME AS SOON AS POSSIBLE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SITE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE PHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM HSS, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU AGREE THAT HSS AND THE CONTRACTING ENTITY SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF HSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH HSS RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL HSS'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

Indemnification

You agree to indemnify and hold harmless HSS and the contracting entity, their officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by HSS.

General

If a provision of these Terms is invalid or unenforceable, it is to be read down or severed to the extent of the invalidity or unenforceability and that fact does not affect the validity or enforceability of the remaining provisions.

Arbitration

Any controversy or claim arising out of or relating to these Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the contracting entity residence country. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in the contracting entity residence country and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, HSS and/or the contracting entity may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

If you have any questions or concerns regarding this agreement, please contact us at contact@isehati.com