

# Clinical Social Network (CSN)

## MOBILE APP TERMS AND CONDITIONS

Last updated [December 29, 2021]

We're ecstatic that you've picked the Clinical Social Network platform for your development. Our goal is to give healthcare information to you, your family, and your healthcare providers. Our Developer Program enables you to design an innovative profile that makes the best use of the CSN platform while respecting members' choice and ownership over their data to achieve that purpose. You agree to be governed by the following terms when you build on the CSN platform, so please examine the CSN Terms and Conditions.

Clinical Social Network is licensed to you (End-User) by CIRACET, Corp., located at 2831 Boulevard Luis a. Ferré, Ponce, Puerto Rico 00717 (hereinafter: Licensor), for use only under the terms of this License Agreement.

By downloading the Application from the Apple AppStore or Google Play Store, and any update to it (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions and that You accept this License Agreement.

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### 1. THE APPLICATION

CSN (hereinafter: Application) is a software created to facilitate clinical information – and customized for Apple and Android mobile devices. It is used to view, upload and share clinical data of the user.

### 2. SCOPE OF LICENSE

- 2.1 You are granted a non-exclusive, non-transferable license to install and use the Licensed Application on any Apple or Android-branded Products that You (End-User) own or control, subject to the Usage Rules outlined in this section and the Apple Store and Google Play Store Terms of Service, with the exception that such licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via family Sharia law.
- 2.2 This license will also govern any updates of the Application provided by Licensor that replaces, repair, and/or supplement the first Application unless separate support is provided for such update, in which case the terms of that new license will govern.

- 2.3 You may not share or make the Application available to third parties (unless to the degree allowed by the Apple and Google Play Terms and Conditions, and with CIRACET, Corp.'s prior written consent), sell, rent, lend, lease or otherwise redistribute the Application.
- 2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application or any part thereof (except with CIRACET, Corp.'s prior written consent).
- 2.5 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the App and Google Play Store Terms of Service, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.
- 2.6 Violations of the requirements above and attempts to do so may result in prosecution and damages.
- 2.7 Licensor reserves the right to modify the terms and conditions of license.
- 2.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.

### **3. TECHNICAL REQUIREMENTS**

- 3.1 The Application requires a firmware version 1.0.0 or higher. Licensor recommends using the latest version of the firmware.
- 3.2 Licensor attempts to keep the Application updated to comply with modified/new versions of the firmware and new hardware. You are not granted the right to claim such an update.
- 3.3 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device you intend to use the Application satisfies the technical specifications mentioned above.
- 3.4 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

### **4. MAINTENANCE AND SUPPORT**

- 4.1 The Licensor is solely responsible for providing any maintenance and support services for this licensed Application. You can reach the Licensor at the email address listed in the App Store and Google Play Store Overview for this licensed Application.
- 4.2 CIRACET, Corp. and the End-User acknowledge that Apple or Google has no obligation to furnish any maintenance and support services concerning the licensed Application.

### **5. USE OF DATA**

You acknowledge that Licensor will be able to access and adjust Your downloaded licensed Application content and Your personal information and that the Licensor's use of such material and information is subject to **Your** terms and conditions agreement with Licensor and Licensor's privacy policy.

## 6. USER-GENERATED CONTRIBUTIONS

The Application may invite you to chat, contribute to, or participate in blogs, surveys, message boards, online forums, and other functionality. It may allow you to contribute, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or through the Application, such as text, writings, video audio, pictures, images, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other application users and through third-party websites or applications. **As such, any contributions you transmit may be treated as non-confidential and non-proprietary.** When you create or make available any Contributions, you thereby represent and warrant that:

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3. You have the written consent, release, and/or permission of each and every identifiable person in your Contributions to use the name or likeness of each and every such identifiable person to enable inclusion and use of your Contributions in any manner contemplated by the Application and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.

10. Your Contributions do not violate any third party's privacy or publicity rights.
11. Your Contributions do not contain any material that solicits personal information from anyone under 18 or exploits people under 18 sexually or violently.
12. Your Contributions do not violate any applicable law concerning child pornography or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not violate or connect to any term of these Terms of Use or any applicable law or regulation in any other way.

Any use of the Application in violation of the preceding violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Application.

## **7. CONTRIBUTION LICENSE**

By posting your Contributions to any part of the Application or making Contributions accessible to the Application by linking your account from the Application to any of your social networking accounts, you automatically grant. **You represent and warrant that you have the right to give us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell. Resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, export, and distribute such Contribution (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and to grant and authorize sublicenses of the foregoing.** The use and distribution may occur in any media format and through any media channel.

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We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions to the Application. You expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more

appropriate locations in the Application; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **8. LIABILITY**

8.1 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Agreement. To avoid data loss, you require third-party terms and conditions of use. You are aware that you will not have access to licensed Applications in case of alterations or manipulations.

## **9. WARRANTY**

9.1 Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Application works as described in the user documentation.

9.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there is any other reason outside of CIRACET, Corps's sphere of influence that affects the executability of the Application.

9.3 You are required to inspect the Application immediately after installing it and notify CIRACET, Corp. about issues discovered without delay by email provided. The defect report will be taken into consideration and further investigated if it has been mailed within ninety (90) days after discovery.

9.4 If we confirm that the Application is defective, CIRACET Corp. reserves a choice to remedy the situation, either utilizing solving the defect or substitute delivery.

9.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App-Store-Operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App-Store -Operator will have no other warranty obligation whatsoever regarding the App and any other losses, claims, damages, liabilities, expenses, and cost attributable to any negligence to adhere to any warranty.

9.6 If the user is an entrepreneur, any fault claim expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of rules given by law apply to consumers.

## **10. PRODUCT CLAIMS**

CIRACET, Corp. and the End-User acknowledge that CIRACET, Corp., and not Apple or Google Play, is responsible for addressing any claims of the End-User or any third party

relating to the licensed Application of the End-User's possession and/or use of that Licensed Application, including, but not limited to:

- (i) Product liability claims;'
- (ii) Any claims that the licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) Claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Applications use of the HealthKit and HomeKit.

## **11. LEGAL COMPLIANCE**

You represent and warrant that You are not located in a country subject to a U.S. Government embargo, or the U.S. Government has designated that as a "terrorist supporting" country; and that You are not listed on any U.S. Government list prohibited or restricted parties.

## **12. CONTACT INFORMATION**

For general inquiries, complaints, questions, or claims concerning the licensed Application, please contact:

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(787) 709-4525

## **13. TERMINATION**

The license is valid until terminated by CIRACET, Corp. or by You. Your rights under this license will be terminated automatically and without notice from CIRACET, Corp. if You fail to adhere to this license's term(s). Upon License termination, You Shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

## **14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

CIRACET, CORP. represents and warrants that CSN. will comply with applicable third-party terms of agreements when using licensed Application.

In accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement, Apple and Apple's subsidiaries shall be third-party beneficiaries of this End User License Agreement and – upon Your acceptance of the terms and

conditions of this license agreement, Apple or Google Play Store will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against Your as a third-party beneficiary thereof.

## **15. INTELLECTUAL PROPERTY RIGHTS**

CIRACET, Corp. and the End-User agree that in the event of a third-party claim that the licensed Application or the End-possession User's and use of the Licensed Application infringe on the third party's intellectual property rights, CIRACET, Corp., not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claims.

## **16. APPLICABLE LAW**

This license agreement is governed by the laws of excluding its conflicts of law rules.

## **17. MISCELLANEOUS**

- 17.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.
- 17.2 Collateral agreements, changes, and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.