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Your use of the MEG Audit Application and acceptance herein constitutes your agreement to these terms and conditions. If you do not agree with these terms and conditions then you should not use this Application. These terms of use constitute the entire agreement between you, the client, and Medical EGuides Limited (MEG) with respect to the use of the Application.

Medical EGuides Software

The use of the Application is facilitated via software technology licensed by the client from Medical EGuides Limited (registered in Ireland under company number 581747 with registered offices at the Digital Depot, Thomas Street, Dublin 8, Ireland ("Medical EGuides")).

License

Except as expressly set out in this agreement or as permitted by any local law, you agree:

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- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify MEG;
- not to make alterations to, or modifications of, the whole or any part of MEG;
- to keep all passwords you may use to access MEG secure;

Content

The Application itself, contents of the Application or other information generated by the services and any other information, data, analyses, editorial content, calculations, images or references (collectively, "Content"), are for informational purposes only and are not intended to substitute for professional medical advice, diagnosis, or treatment nor are they intended to be interpreted as a recommendation for a particular treatment plan. The Application is not designed to evaluate or treat established illness and is not effective or suitable for assessing active medical problems. Nothing contained in the Content is intended to constitute professional advice for

medical diagnosis or treatment. You acknowledge that decisions regarding the diagnosis and treatment of any medical condition, including decisions regarding drug therapy are complex medical decisions requiring the judgment of an appropriate healthcare professional. Neither the client nor MedicalEguides shall be responsible for any loss or damage resulting from your use or reliance on Content presented using the Medical Eguides software or this Application for any reason, howsoever it may arise. Neither the client nor Medical Eguides is responsible for any decisions you may make resulting from the use of the information. You hereby waive any claim you may have against the client or Medical Eguides.

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This Application may contain hyperlinks to other applications operated by parties other than the client or Medical EGuides. Such hyperlinks are provided for your reference only. Medical EGuides or the client do not control such applications and are not responsible for their content. The inclusion of hyperlinks to such applications does not imply any endorsement of the material on such applications or any association with their operators.

Disclaimer

The client uses reasonable endeavours to check the accuracy of the Content published on this Application. You should note however that the client does not warrant that such information will be error free and the user acknowledges that the information, products, and services published on this Application may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The client may make improvements and/or changes in this Application at any time. The client and its respective suppliers (which, for the avoidance of doubt includes Medical EGuides) make no representations about the suitability of the information, products, and services contained on this Application for any purpose. The client shall use reasonable care and skill in carrying out the services contained in this Application. The client and/or its respective suppliers hereby disclaim all warranties with regard to the Content including all implied warranties, terms and conditions by statute, collaterally or otherwise, of satisfactory quality, fitness for a particular purpose, title, and non-infringement. In no event shall the client and/or its suppliers be liable for any, indirect, incidental, special, or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use this Application or for any information, products, and services obtained through this Application or otherwise arising out of the use of this Application, whether based on contract, tort, strict liability or otherwise, even if the client or any of its suppliers has been advised of the possibility of damages.

General

Medical EGuides reserves the right to change the terms, conditions, and notices under which this Application is offered. These terms of use are governed by the laws of Ireland and you hereby consent to the exclusive jurisdiction of the Irish courts in all disputes arising out of or relating to the use of this Application. If any part of these terms of use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. A printed version of these terms of use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Medical EGuides makes no claim or warranties as to the accuracy or completeness of this app. Any rights not expressly granted herein are reserved.

Limitation of Liability

You acknowledge that MEG has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of MEG meet your requirements.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this agreement or our negligence up to the maximum aggregate limit of €1,000 - except for liability for death or personal injury resulting from our negligence or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Irish law.

Termination

Medical Eguides may terminate this agreement immediately by giving notice to you:

- if you commit a material or persistent breach of this agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; or
- if our agreement with the company you work for which purchased access to MEG on your behalf comes to an end.

On termination for any reason:

- all rights granted to you under this agreement shall cease;
- you must immediately cease all activities authorised by this agreement, including your use of any Services;