# **TERMS AND CONDITIONS**







**Last Updated:** [01/05/2025]

#### **ACCEPTANCE OF TERMS**

By accessing or using the "After Hours Clinic" website ("Website") and/or any related services ("Services"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must discontinue use of the Website and Services immediately.

#### **DEFINITIONS**

- "After Hours Clinic," "we," "us," or "our" refers to the entity operating the Website and providing the Services.
- "User," "you," or "your" refers to any person or entity accessing or using the Website or Services.
- "Website" refers to the After Hours Clinic website and/or any related mobile or web applications owned and operated by After Hours Clinic.
- "Services" refers to all offerings provided by After Hours Clinic, whether delivered online via the Website or through any other channel (e.g., telehealth, physical clinics, or in-person consultations).

## **ELIGIBILITY**

- 1. You must be at least the age of majority in your jurisdiction to use the Website or Services.
- 2. By using After Hours Clinic, you represent and warrant that you meet this requirement and that any information you submit is accurate and truthful.

## **WEBSITE USAGE**

#### 1. Prohibited Activities

- · You agree not to use the Website for any unlawful purpose or any purpose prohibited under these Terms.
- · You agree not to use the Website in any way that could harm the Website, Services, or the general business of After Hours Clinic.

## 2. Account Creation and Security

- Some features may require you to create an account. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.
- You must notify After Hours Clinic immediately if you suspect any unauthorized use of your account.

## MEDICAL AND HEALTH SERVICES DISCLAIMER

## 1. General Information Only

• The content provided on the Website and through the Services is for general informational and educational purposes only. It does not constitute medical advice, diagnosis, or treatment.

## 2. Professional Medical Advice

• Always seek the advice of a qualified healthcare professional for any medical questions or concerns. Never disregard or delay seeking professional medical advice based on information obtained through After Hours Clinic.

## 3. Telehealth and In-Person Services

• If After Hours Clinic provides telehealth consultations or in-person services, additional terms and conditions or consent forms may apply. You are responsible for reviewing and agreeing to those terms beforeproceeding with any medical consultation.

# **INTELLECTUAL PROPERTY**

## 1. Ownership

• All content on the Website and in the Services (e.g., text, images, software, trademarks, logos) is the property of After Hours Clinic or its licensors and is protected by intellectual property laws.

## 2. License and Restrictions

- After Hours Clinic grants you a limited, non-exclusive, non-transferable license to access and use the Website and Services for personal, non-commercial use.
- · You may not modify, reproduce, distribute, or create derivative works of any content without explicit, prior written permission from After Hours Clinic.

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#### **USER-GENERATED CONTENT**

#### 1. Responsibility for Content

• Any content you submit or upload (e.g., forum posts, reviews, comments) remains your responsibility. You must ensure that your content complies with all applicable laws and does not infringe third-party rights.

#### 2. License to Use

• By submitting content, you grant After Hours Clinic a non-exclusive, worldwide, royalty-freelicense to use, reproduce, distribute, and display such content for the operation and improvement of the Website or Services.

## **PRIVACY**

#### 1. Data Collection

• We collect and process personal data in accordance with our [Privacy Policy].

#### 2. Consent

• By using the Website or Services, you consent to the collection, processing, and storage of your personal information as described in our Privacy Policy.

# **PAYMENT AND FEES (IF APPLICABLE)**

#### 1. Payment Terms

• Some features or Services (e.g., telehealth consultations, subscription plans) may require payment. You agree to pay all fees associated with your selected Service.

## 2. Billing Information

• You must provide current, complete, and accurate billing information. You authorize After Hours Clinic to charge your payment method for all fees due.

## THIRD-PARTY LINKS AND RESOURCES

The Website and Services may contain links to third-party websites or resources. These links are provided for convenience only; After Hours Clinic does not endorse or assume responsibility for any third-party content, accuracy, or privacy practices. Accessing any third-party links is at your own risk.

## **DISCLAIMER OF WARRANTIES**

## 1. "As Is" and "As Available"

• The Website and Services are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied.

## 2. No Guarantees

- After Hours Clinic does not guarantee the accuracy, completeness, or reliability of the information provided on the Website or through the Services.
- Any reliance you place on such information is strictly at your own risk.

## **LIMITATION OF LIABILITY**

# 1. Exclusion of Certain Damages

• To the fullest extent permitted by law, After Hours Clinic and its affiliates shall not be liable forany indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, data, or goodwill, arising out of or related to your use of the Website or Services.

## 2. Maximum Liability

• In no event shall the total liability of After Hours Clinic exceed the amount paid by you (if any) for accessing the Website or using the Services in the six (6) months prior to the event giving rise to the liability.

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#### **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless After Hours Clinic, its affiliates, and their respective officers, directors, employees, and agents from any and all claims, damages, obligations, losses, liabilities, costs, or debtarising from your use of the Website or Services, or your violation of these Terms.

#### **MODIFICATIONS AND TERMINATION**

#### 1. Updates to Terms

• After Hours Clinic may amend these Terms at any time. The updated Terms will be posted on the Website, and your continued use of the Website or Services after any changes indicates your acceptance of therevised Terms.

#### 2. Service Termination

• After Hours Clinic reserves the right to suspend or terminate your access to the Website or Services at any time, for any reason, without notice.

# **GOVERNING LAW AND DISPUTE RESOLUTION**

#### 1. Governing Law

• These Terms shall be governed by and construed in accordance with the laws.

#### 2. Venue and Jurisdiction

• Any disputes relating to or arising from these Terms shall be subject to the exclusive jurisdiction of the courts.

## **SEVERABILITY**

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **ENTIRE AGREEMENT**

These Terms, together with our Privacy Policy and any other legal notices published by After Hours Clinic, constitute the entire agreement between you and After Hours Clinic regarding the use of the Website and Services.