Terms and Conditions

Please read these terms carefully before using this site

The HealthCubed India Pvt. Ltd. Web site (the hereinafter referred to as “HealthCubed”, “Site”, “We” or “us”), including but not limited to www.HealthCubed.com and its affiliated sites, provides an online resource for portable and integrated health parameters screening instrument. These terms may be changed from time to time and without further notice. Your continued use of the Site after any such changes constitutes your acceptance of the new terms. If you do not agree to abide by these or any future terms, please do not use the site or download materials from it. HealthCubed, may suspend, terminate, discontinue or change any aspect of the site, including the availability of any features, at any time. HealthCubed may modify, remove or otherwise change any content, including that of third parties, on or from this Site. HealthCubed may impose limits on certain features and services or restrict your access to parts or the entire Site without notice or liability. HealthCubed may terminate your use of the Site at any time in its sole discretion. These terms apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with HealthCubed or its parents, subsidiaries or affiliates.

User Conduct – General

In using this Site, you agree:

1. Not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked Web sites;
2. Not to disrupt or interfere with any other user’s use of the Site or affiliated or linked Web sites;
3. Not to upload, post, or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files;
4. Not to use or attempt to use another’s account, service or system without authorization from HealthCubed, or create or use a false identity on this Site; Not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
5. Not to divulge your username and password to others either on or off the Site as you will be held responsible for any misuse of the activities done through your account login details.
6. In case your account login details are compromised you will have to report to HealthCubed immediately to avoid any misuse.
7. Not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; and,
8. Not use this Site to seek, provide or obtain specific medical advice, medical opinion, diagnosis or treatment as applied to a patient’s particular condition or situation. In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all
applicable local, state, national and international laws and regulations, including but not limited to Indian law restrictions that relate to your use of or activities on this Site. This Site is controlled and operated in the India. If you are in a jurisdiction which restricts you from accessing this Site, do not access or use this Site. HealthCubed makes no representation that the Site is appropriate or available for use outside India.

User Conduct – Online Communities and Other Interactive Areas

You agree that you will not post or otherwise disseminate on or through the Site unlawful, harassing, libelous, tortuous, abusive, offensive, threatening, or obscene communications or material of any kind, or materials which infringe or violate any third party’s copyright, trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation; or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes illegal activities, including without limitation unauthorized uses of medical devices, or physical harm against anyone. HealthCubed reserves the right but not the obligation to remove any materials it deems objectionable, in its sole discretion and without any reference to you. You agree to hold harmless HealthCubed and its affiliates and parties with whom HealthCubed has contracted for purposes of hosting or maintaining this Site from all claims based upon communications made or materials posted by others or the use by third parties of this Site.

You expressly agree that you will not discuss or refer to any particular patient, any particular patient’s medical condition or any other information which could identify a particular patient. You further expressly agree that you will not discuss, endorse or refer to “off label” uses of medical products, including any uses which have not been approved by the Food and Drug Administration of India or other applicable regulatory agency.

Online Communications on and Through the Site

Except as otherwise, you agree that any communications you transmit to anyone through the Site or copyrighted works you post on the Site, including, without limitation, questions, comments, suggestions, ideas, plans, notes, drawings, configurations, specifications, purchase orders, quotes or requests for quotes, performance data, account information, or other material, data or information (collectively, “Information”), are non-confidential and upon transmission of such Information to HealthCubed via email or other means you grant to HealthCubed an irrevocable, non-exclusive, royalty-free, sub licensable, worldwide license (including but not limited to a copyright license) to use such Information in any media for any purpose.

Proprietary Rights

Patents: HealthCubed products and processes are being covered by one or more patents and are subject to other trade secret and proprietary rights. HealthCubed
reserves all such rights. No transfer or grant of rights under any patents is made or is to be implied by any provision of this Terms of Use. You agree not to infringe upon such rights or decompile, reverse engineer, or disassemble any of HealthCubed products or processes. Necessary application for registration is pending before the concerned authorities.

Trademarks: Necessary application for registration is pending before the concerned authorities.

**Copyrights:** All content on this Site, including but not limited to software, design, text, configurations, technical drawings, graphics, other files, and their selection and arrangement (“Content”), are either Copyright © 2017 HealthCubed, or are the proprietary property of HealthCubed affiliates or licensors. Necessary application for registration is pending before the concerned authorities.

**Software:** Any software, including any files, images generated by the software, code, and data accompanying the software (collectively, “Software”), used or accessible through this Site may be used by you solely for accessing and using this Site for purposes expressly stated on the Site, provided that such uses are not competitive with or derogatory to HealthCubed. HealthCubed retains full and complete title to and all intellectual property rights in the Software. You agree not to copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.

For more details kindly contact HealthCubed