WEB SITE TERMS AND CONDITIONS OF USE

Date of Last Revision: March 2020

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE.

These terms and conditions of use ("Site Terms") apply to your access and use of the Website of Medical Tourism Network. ("Medical Tourism Mexico"), located at www.medicaltourismex.com and www.dentaltourism.com.mx (the "Site") and the information and other services provided through the Site (the "Services"). These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with Medical Tourism Mexico, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify Medical Tourism for violations of these Terms.

Medical Tourism Mexico reserves the right to change or modify the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Site Terms and applicable policies from time to time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

If you have any question regarding the use of the Site, please refer first to the Help Section or the Frequently Asked Questions. All other questions or comments about the Site or its contents should be directed to clientes@medicaltourismex.com

1. Privacy Policy

Please refer to our Privacy Policy for information on how Medical Tourism collects, uses and discloses personally identifiable information from its users. You should know that Medical Tourism Mexico has in place commercially reasonable measures to safeguard the information that you post on or through the Site. However, Medical Tourism does not represent or guarantee that your information is safe from all access by unauthorized parties. You should exercise due care with your information, including refraining from sharing your password or accessing the Site from unsecured devices to safeguard your information.

2. Services

Medical Tourism Mexico provides an online Medical Directory that allows you, the user, to locate and Contact Health care service providers in Mexico through the Site (each a "Medical Provider"). If you make an appointment through the Site, you acknowledge and agree that you are entering into a direct relationship with the Medical Provider, and that Medical Tourism Mexico does not provide, and has no responsibility or liability of any kind for the services provided by the Medical Provider (the "Medical
Services”) or the actions or inaction of such health care Provider. Although we endeavor to locate reputable and qualified Health care Providers, you further acknowledge and agree that Medical Tourism Mexico, does not make any representations or warranties regarding the Health care Providers or medical Services and has no responsibility, liability or obligation of any kind for the accuracy, completeness or other aspects of the information provided by the Health care Provider, whether on the Site or otherwise, or for the relationship between you and the Health care Provider you select. By using the Site, you acknowledge and understand that the Health care Providers are located in Mexico and the Medical Services are provided in Mexico and for that reason subject to the laws and regulations of Mexico.

All payments for Medical Services will be charged directly by the Health care provider / Hotel or Hospital, at the time of your visit to the Location or other payment method that you agree upon with the provider. Ask your provider if there’s a penalty If you do not show up for an appointment and do not cancel within the time period stated. You agree to look solely to the Provider to respond to and resolve any service, billing or other issues that may arise in connection with such service provided.

You further acknowledge that the nature of the Medical Services that you may require can only be determined by the health care Provider after an in-person examination, and any list of services or requests for services made through the Site, and any quotes for the fees charged for such Services, are merely quotations and estimates and may not reflect the actual services provided or amounts charged. You should always request an estimate directly from the Provider prior to having the Provider commencing any work. It is solely up to you to determine whether any Medical insurance plan you have will apply to the Medical Services and what requirements there may be to utilize such insurance in connection with the Medical Services.

3. Copyright and Limited License

Unless otherwise indicated in the Site, the Site and all content and other materials on the Site, including, without limitation, the logos, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the “Site Materials”) are the property of Medical Tourism Mexico or its licensors or affiliates or users and are protected by U.S., Mexico, and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Site and print to hard copy portions of the Site Materials for your informational, noncommercial and personal use only. Such license is subject to these Site Terms and does not include: (a) any resale or commercial use of the Site or the Site Materials therein; (b) the collection and use of any provider listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Materials; (d) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (g) any use of the Site or the Site Materials other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Medical Tourism Mexico, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes Unless explicitly stated herein, nothing in these Site Terms shall be construed as conferring any license to
intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

4. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, Medical Tourism Mexico has adopted a policy of terminating, in appropriate circumstances as determined by Medical Tourism Mexico in its sole discretion, subscribers or account holders who are deemed to be repeat infringers. Medical Tourism Mexico may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. Copyright Complaints

If you believe that anything on the Site infringes upon any copyright which you own or control you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement:

Clientes@dentaltourismex.com

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

6. Trademarks

Medical Tourism Mexico’s logos, and any other product or service name or slogan contained in the Site and or social media are trademarks of Medical Tourism Mexico and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Medical Tourism Mexico or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Medical Tourism Mexico or Dental Tourism Mexico" or any other name, trademark or product or service name of “Medical Tourism Mexico” without our prior written permission. In addition, the look and feel of the Site, and or social media including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of “Medical Tourism Mexico” and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

7. Hyperlinks

You are granted a limited, nonexclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray Medical Tourism Mexico or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing
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Medical Tourism Mexico makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under the control of Medical Tourism Mexico and Dental Tourism Mexico is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. Medical Tourism Mexico provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Medical Tourism Mexico of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

8. Third Party Content

Medical Tourism Mexico may provide third party content on the Site and may provide links to webpages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. Medical Tourism Mexico does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Medical Tourism Mexico is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

9. Advertisements and Promotions

Third-Party Products and Services Medical Tourism Mexico may run advertisements and promotions from health care Providers or other third parties on the Site or may otherwise provide information about or links to third-party products or services on the Site. Medical Tourism Mexico may also provide referrals or links to or information about third parties that may provide various products and services that are accessed through the Site or otherwise. Your business dealings or correspondence with, or participation in promotions of, Medical Providers or such other third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions or the third party goods and services provided, are solely between you and such health care Provider or other third party. Medical Tourism Mexico is not responsible or liable for any third-party products or services or for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such advertisers or third-party information on the Site.
10. Submissions

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, photos, videos, reviews, notes, drawings, original or creative materials or other information, regarding the Site, Medical Tourism Mexico products or services that are provided by you in the form of email or other submissions to Medical Tourism Mexico, or any postings on the Site, are nonconfidential and shall become the sole property of Medical Tourism Mexico.

Medical Tourism Mexico shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

11. User Content and Interactive Services or Areas

The Site may include interactive areas or services (“Interactive Areas”), such as reviews, forums, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post or store any comments, reviews, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code or other content or materials on the Site (“User Content”). You are solely responsible for the User Content you post and for your use of such Interactive Areas, and you use such Interactive Areas at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, false, fraudulent, misleading or otherwise objectionable.

b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.

c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.

d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity.

e. Unsolicited promotions, political campaigning, advertising or solicitations.

f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.

g. Viruses, corrupted data or other harmful, disruptive or destructive files.

h. User Content that, in the sole judgment of Medical Tourism Mexico, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose Medical Tourism Mexico or its users to any harm or liability of any type.

Without limiting the foregoing, with respect to any reviews, ratings, scores, comments or feedback (collectively "Feedback") you may provide regarding any Health care Provider or any Service you
received, you agree that such Feedback will be based upon your actual experiences with such Provider and will accurately and honestly reflect your experiences and opinions.

Medical Tourism Mexico takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you, the Provider or any third party, or for any loss or damage thereto, nor is Medical Tourism Mexico liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Site, the Service and the Interactive Areas is at your own risk. Enforcement of the user content or conduct rules set forth in these Site Terms is solely at Medical Tourism Mexico’s discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules. As a provider of interactive services, Medical Tourism Mexico is not liable for any statements, representations or User Content provided by its users (including Health Providers, Hospitals or Hotels) on any portion of the Site, including without limitation in any public forum, Provider page or other Interactive Area. Although Medical Tourism Mexico has no obligation to screen, edit or monitor any of the User Content posted in any Interactive Area, Medical Tourism Mexico reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.

If you post User Content to the Site, unless we indicate otherwise, you grant Medical Tourism Mexico and its affiliates a nonexclusive, royalty free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media [on or in connection with the Site]. You grant Medical Tourism Mexico and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site and grant the rights granted herein; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity.

12. Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Medical Tourism Mexico, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Medical Tourism Mexico.
13. Indemnification

You agree to defend, indemnify and hold harmless Medical Tourism Mexico, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Site or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against Medical Tourism Mexico and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

14. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY MEDICAL TOURISM MEXICO, THE SITE, THE SITE MATERIALS CONTAINED THEREIN AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. MEDICAL TOURISM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AS TO THE INFORMATION, CONTENT, AND MATERIALS IN THE SITE AS WELL AS WITH RESPECT TO ANY MEDICAL/ DENTAL SERVICES LOCATED THROUGH THE SITE OR ANY DEALINGS WITH ANY HEALTH CARE PROVIDERS.

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Medical Tourism Mexico reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice.

Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Medical Tourism Mexico.

15. Limitation of Liability

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16. Applicable Law and Venue

These Site Terms and your use of the Site shall be governed by and construed in accordance with the laws of Mexico applicable to agreements made and to be entirely performed within Mexico, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in the courts located in Mexico and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

17. Termination

Notwithstanding any of these Site Terms, Medical Tourism Mexico reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent future your access to and use of the Site.

18. Severability

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

19. Questions & Contact Information

Questions or comments about the Site may be directed to Medical Mexico at the email address Clientes@medicaltourismex.com