

## **TERMS AND CONDITIONS**

### **1. Introduction**

Welcome to PANACEA MEDICAL CENTER.

By accessing or utilizing this Website, you are accepting the terms outlined in these Terms and Conditions (“**Terms**”). If you do not agree with these terms, we kindly request that you refrain from using this Website and our services.

### **2. Who we are**

This Website is operated by PANACEA MEDICAL CENTER, a duly registered trademark of IVEATO LTD a company incorporated and registered in the Republic of Cyprus under company registration number HE449618 and its affiliated entity PAVLIK MARANGOS IRINA DLC a licensed medical company incorporated, registered and duly licensed in Cyprus with registration number HE 430736 both having their business address at 47A, Eleftherias Avenue, 7101 Aradippou, Larnaca (“**PANACEA MEDICAL CENTER**” or “**Company**”, “**we**” or “**us**” )

### **3. Agreed Terms**

These Terms are a legally binding agreement between any natural or legal person accepted by the Company as its user to whom services will be provided by the company under these Terms (the “**User**”).

These terms of use refer to the following additional terms, which also apply to your use of the Website:

- [https://panacea-cy.com/privacy\\_policy.pdf](https://panacea-cy.com/privacy_policy.pdf)
- <https://panacea-cy.com/cookies.pdf>

### **4. Registration on the Website**

When registering and/or booking an appointment with PANACEA MEDICAL CENTER, you may need to provide personal data and verify your email address. Without this necessary information, we may be unable to proceed with offering our Services, and you may not be able to complete your registration.

You agree and accept that the Company reserves the right to request supporting verification documents if such information is required due to legal and/or regulatory obligations, or if it is necessary for the Company to efficiently provide its services to you. Failure to provide the requested information within the specified timeframe entitles the Company to terminate its agreement with you and immediately close and/or suspend its services offered to you.

Unless proven otherwise, any actions taken from your account and registration on the Website are committed directly by you.

You may not register as a user on behalf of another person (creating a "fake account") or use third-party information to register with us.

### **5. Website Users**

All Website users shall not:

- a. transmit, post, distribute, store or destroy material, content or user submitted content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of our Privacy Policy.
- b. take any action that imposes an unreasonable or disproportionately large load on our website's infrastructure;
- c. use any device to navigate or search the Website other than the tools available on the Website or generally available third-party web browsers;
- d. use any data mining, robots or similar data gathering or extraction methods;
- e. violate or attempt to violate the security of the Website including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- f. forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- g. reverse engineer or decompile any parts of the Website;
- h. aggregate, copy or duplicate in any manner any of the content or information available from the Website, other than as permitted by these Terms;
- i. frame or link to any content or information available on the Website, unless permitted by these Terms;
- j. send unsolicited mail or email, make unsolicited phone calls or otherwise send unsolicited communication in writing or other permanent form, promoting and/or advertising products or services to any user, or contact any users that have specifically requested not to be contacted;
- k. attempt to interfere with the provision of our services to any, some or all users, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "spamming", "mailbombing" or "crashing";
- l. use the Website for any unlawful purpose or any illegal activity, or post or submit any content, posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind.

Violations of the Website's system or network security may result in civil and/or criminal liability. We will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users and or persons or legal entities or organizations who are involved in such violations.

## **6. Links to third party sites**

The Website may feature links to other websites ("Linked Sites"). These Linked Sites operate independently and are not under the control of the Company. Therefore, the Company cannot be held responsible for the content of any Linked Site, including, but not limited to, any links within a Linked Site or any modifications or updates made to a Linked Site.

Additionally, the Company bears no responsibility for webcasting, or any other form of transmission received from a Linked Site. These links are provided solely for your convenience, and their inclusion does not imply endorsement by the Company of the site or any affiliation with its operators. It is advisable to exercise caution and review the terms of use and privacy policies of any Linked Site you visit.

## **7. No unlawful or prohibited use.**

As a condition of your use of the Website, you warrant to Company that you will not use the Company for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

You further agree that you will not engage in any activities that may contravene local, national, or international laws and regulations. Additionally, you may not use the Company Website in any manner that could potentially damage, disable, overburden, or impair its functionality, nor interfere with any other party's use and enjoyment of the Website.

Furthermore, you are expressly prohibited from attempting to obtain materials or information through any means not intentionally made available or provided for through the Website. Any such attempts are in direct violation of these terms and conditions.

The Company reserves the right to take appropriate legal action in response to any unauthorized or prohibited use of the Website. Your compliance with these conditions is imperative to maintain a secure and positive user experience for all visitors.

## **8. Copyright and Reproduction**

### **a. Copyright and Intellectual Property**

Unless expressly indicated otherwise, and excluding user-submitted content, we hold the copyright and/or licensing rights to all content featured on this Website. This includes all related intellectual property rights, such as database rights, trademarks, copyrighted material, and logos.

### **b. Usage Restrictions**

You are strictly prohibited, unless granted explicit permission, from adapting or modifying any content on this Website or any of its components. Additionally, the content, or any part thereof, may not be copied, reproduced, republished, downloaded, posted, broadcasted, or transmitted to third parties for commercial purposes.

## **9. Content Submitted to or Posted on the Website.**

The Company acknowledges that you retain ownership of the materials you provide to the Company (including feedback and suggestions) or post, upload, input, or submit to any website or its associated services (referred to collectively as 'Submissions'). By posting, uploading, inputting, providing, or submitting your Submission, you grant the Company, its affiliated companies, and necessary sublicensees permission to utilize your Submission in connection with the operation of their Internet-based endeavors. This includes, but is not limited to, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission. Furthermore, you grant permission to publish your name in conjunction with your Submission.

No financial compensation will be offered in relation to the use of your Submission, as outlined herein. The Company is not bound to post or employ any Submission you may provide and reserves the right to remove any Submission at its sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission, you warrant and affirm that you either own or possess all the requisite rights to your Submission as delineated in this section. This includes, but is not limited to, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

## **10. Intellectual Property**

The Website and all the materials published on it are owned or licensed by us. Copyright laws and international treaties safeguard these creations, and all rights are expressly reserved.

For personal use, you're permitted to print a single copy of any page(s) from the Website. Additionally, you may download excerpts from any page(s) and bring specific content to the attention of colleagues within your organization.

However, altering physical or digital copies of materials obtained from the Website is strictly prohibited. Furthermore, using illustrations, photos, videos, audio sequences, or graphics independently of accompanying text is not allowed.

Always acknowledge our status (and that of any specified contributors) as the authors of content on the Website.

Using any part of the Website's content for commercial purposes necessitates obtaining a license from us or our licensors. If you print, copy, or download any part of our website in violation of these terms, your right to use the Website will be terminated immediately. At our discretion, you must either return or dispose of any copies of the materials you have created.

#### **11. Disclaimer: Medical Information Advisory**

The information and reference materials provided on this Website are intended solely for educational purposes. They should in no way be interpreted or relied upon as medical advice. Under no circumstances should this information be utilized for treatment, and it is expressly not intended to supplant consultation with a qualified medical professional. This Website is not designed to, nor does it offer, medical advice, professional diagnoses, opinions, treatments, or services to you or any other individual.

It is imperative to understand that the information presented on this Website does not serve as a replacement for professional medical care. It is imperative that you do not use this information as a substitute for consulting with your primary healthcare provider or another qualified healthcare professional.

We bear no responsibility or liability for any guidance, treatment, diagnoses, or other information, services, or products obtained through this Website. This Website is strictly meant to serve as an educational resource and should not be seen as a substitute for seeking the care of a qualified healthcare professional.

It is important to note that the presentation of information on this Website does not establish a doctor-patient relationship between you and the Owner (or any of its physicians). Moreover, it is not intended as an invitation for individuals to become patients or clients of the Owner (or any of its physicians).

#### **12. Privacy Notice**

Our Privacy Policy outlines how we collect, use, and protect your personal information. By using this Website, you consent to the practices described in the Privacy Notice.

#### **13. Disclaimer of Warranties**

The Website and its Content are provided on an "AS IS" and "AS AVAILABLE" basis. While the Company endeavors to maintain accurate, current, and timely information on the Website, no

representations, warranties, or guarantees, whether express or implied, are made regarding the Website and its Content. This includes, but is not limited to, the following:

- a. The Content available on the Website, or any items offered through the Website, being suitable for any particular purpose or of merchantable quality.
- b. The accuracy, completeness, currency, reliability, or suitability of the Website or its Content.
- c. The uninterrupted or error-free operation of the Website.
- d. The correction of defects or errors, whether human or computer-induced, on the Website or in the Content.
- e. The absence of viruses or harmful components on the Website.
- f. The security and non-interception of communications to or from the Website.

By choosing to continue using the Website, you acknowledge and accept that your access and utilization of the Website and its Content are entirely at your own risk and liability.

#### **14. Disclaimer: Information and Services**

This Website serves as a source of general information about our Services, encompassing its services and activities. While we have taken reasonable measures to present current and accurate information, features, and content, it is important to note that all such content is provided without any warranties or representations, whether explicit or implied. We do not make any guarantees or representations regarding the accuracy, adequacy, completeness, timeliness, non-infringement, reliability, freedom from computer viruses, security, merchantability, or suitability for a specific purpose of any materials found on this Website. Furthermore, we make no warranty or representation concerning the suitability or availability of this Website for use in any jurisdiction other than its intended audience. Your utilization of this website is entirely at your own discretion, and you are responsible for assessing the accuracy and completeness of all information, statements, opinions, and other material presented on this Website.

#### **15. Limitation of Liability**

To the maximum extent permissible by applicable law, we disclaim all liability for any direct, indirect, incidental, special, punitive, or consequential damages, including, but not limited to, damages for loss of profits, goodwill, data, or other intangible losses arising from or in connection with your use or inability to use this website, even if we have been advised of the possibility of such damages.

#### **16. Indemnity**

By using the Website under these Terms and Conditions, you expressly agree to indemnify, defend, and hold harmless the Owner, along with its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns, from any and all claims, demands, liabilities, costs, or expenses, including but not limited to legal fees and disbursements. These claims may arise directly or indirectly from:

- I. Your violation of any provision within our agreement.
- II. Your access to, use, or inability to access or use the Website, the Content, or any linked website.
- III. Your actions involving the utilization, reliance, publication, communication, distribution, uploading, or downloading of anything (including the Content) from or on the Website.

#### **17. Severability**

If these Terms or any part of them is found to be unlawful, void, or unenforceable in any jurisdiction where these Terms are meant to be applicable, it shall be considered as severed and expunged to the extent of such unlawfulness, invalidity, or unenforceability. The remaining provisions of these Terms shall persist, maintain their full force, and remain in effect, continuing to be valid, binding, and enforceable in that jurisdiction.

### **18. Complaints**

You shall contract the Company in writing in respect to any complaints about the Services provided by the Company under this Agreement through the email found in paragraph 1 of these Terms.

### **19. Governing Law**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Cyprus. Any disputes arising from or related to these Terms and Conditions shall be exclusively subject to the jurisdiction of the courts in Cyprus.

### **20. Changes to Terms and Conditions**

The Company reserves the right to modify these Terms and Conditions at any time. Changes will be effective immediately upon posting on the Website.

### **21. Contact Us**

If you have any questions or concerns about these Terms and Conditions, please contact us at [info@panacea-cy.com](mailto:info@panacea-cy.com).