



**VALLARTA UNIFIED HEALTH  
SOLUTIONS**

Medical Services Coordinator

**Terms & Conditions**

**1. User's Acknowledgement and Acceptance of Terms & Conditions.**

These terms and conditions outline the rules and regulations for the use of Vallarta Unified Health Solutions' website (“**the Website**”), located at [www.unifiedhealthmx.com](http://www.unifiedhealthmx.com).

By accessing the Website, we assume you accept these terms and conditions. Do not continue to use the Website if you do not agree to accept all the terms and conditions stated on this page.

**2. License to Use.**

Unless otherwise stated, the Website and/or its licensors own the intellectual property rights for all material on the Website. All intellectual property rights are reserved. You may access the Website for your own personal use subjected to restrictions set in these terms and conditions.

**3. Restrictions.**

You are specifically restricted from all of the following: 1. publishing any Website material in any other media; 2. selling, sublicensing, and/or otherwise commercializing any Website material; 3. publicly performing and/or showing any Website material; 4. using the Website in any way that is, or may be, damaging to Vallarta Unified Health Solutions; 5. using the Website in any way that impacts user access to the Website; 6. using the Website contrary

to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity; 7. engaging in any data mining, data harvesting, data extracting, or any other similar activity in relation to this website; and 8. using the Website to engage in any advertising or marketing.

Certain areas of this website are restricted from being accessed by you, and the Website may further restrict access by you to any areas of the Website, at any time, in absolute discretion.

#### **4. Disclaimer of Warranties.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VALLARTA UNIFIED HEALTH SOLUTIONS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

VALLARTA UNIFIED HEALTH SOLUTIONS MAKES NO WARRANTY THAT (I) THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) THAT YOUR ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THAT ANY DEFECTS IN THE WEBSITE WILL BE CORRECTED, OR (IV) THAT THE WEBSITE OR ANY SERVER THROUGH WHICH YOU ACCESS THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND THAT IN USING THE WEBSITE, SENSITIVE INFORMATION WILL TRAVEL THROUGH 3<sup>rd</sup> PARTY INFRASTRUCTURES WHICH ARE NOT UNDER VALLARTA UNIFIED HEALTH SOLUTIONS' CONTROL (SUCH AS A 3<sup>rd</sup> PARTY'S SERVERS). VALLARTA UNIFIED HEALTH SOLUTIONS MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH 3<sup>rd</sup> PARTY INFRASTRUCTURES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VALLARTA UNIFIED HEALTH SOLUTIONS OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

#### **5. Limitation of liability.**

In no event shall Vallarta Unified Health Solutions nor any of its officers, directors, and employees, be held liable for anything arising out of, or in any way connected with, your use of the Website whether such liability is under contract. Vallarta Unified Health Solutions, including its officers, directors and employees shall not be held liable for any indirect, consequential, or special liability arising out of, or in any way related to, your use of the Website.

## **6. Indemnification.**

You hereby indemnify to the fullest extent Vallarta Unified Health Solutions from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these terms.

## **7. Transmission of Data.**

The Website allows you to send electronic communications directly to Vallarta Unified Health Solutions. You understand that the technical processing and transmission of your electronic communications is fundamentally necessary to providing our services. You expressly consent to Vallarta Unified Health Solutions' receipt and storage of electronic communications and/or customer data, and you acknowledge and understand that your electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Vallarta Unified Health Solutions. You further acknowledge and understand that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Vallarta Unified Health Solutions is not responsible for any electronic communications and/or customer data which are delayed, lost, altered, intercepted or stored during the transmission of any data across networks not owned and/or operated by Vallarta Unified Health Solutions, including, but not limited to, the Internet and your local network.

## **8. Vallarta Unified Health Solutions' and 3<sup>rd</sup> Party Providers' Intellectual Property.**

You agree that all rights, title and interest in and to all intellectual property rights in the Website and Documentation (including all updates, enhancements and derivative works thereof and thereto) are owned exclusively by Vallarta Unified Health Solutions or its licensors. As between the parties, Vallarta Unified Health Solutions owns all intellectual property and other proprietary rights to the Website, including, but not limited to, the design, artwork, logos, functionality, and documentation relating thereto. Any rights not expressly granted herein are reserved by Vallarta Unified Health Solutions. Vallarta Unified

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#### **9. Severability.**

If any provision of these terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

#### **10. Headings.**

The headings in these Terms are for your convenience of reference only and have no legal effect.

#### **11. Variation of Terms.**

Vallarta Unified Health Solutions is permitted to revise these terms at any time as it sees fit, and by using the Website, you are expected to review these terms on a regular basis.

**12 Entire Agreement.** These terms (including the Privacy Policy) constitute the entire agreement and understanding between you and Vallarta Unified Health Solutions concerning the subject matter hereof and supersedes any and all previous agreements and understandings of the parties with respect thereto, whether written or oral, between you and Vallarta Unified Health Solutions, including previous versions of these terms.

#### **13. Governing Law & Jurisdiction.**

These terms will be governed by and interpreted in accordance with the laws of the jurisdiction of Jalisco, Mexico, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Jalisco, Mexico for the resolution of any disputes.