

Terms & Conditions Agreement

IF AT ANY TIME, THE USER DOES NOT ACCEPT THIS DOCUMENT IN ITS ENTIRETY, THE USER MAY NOT ENTER OR USE ANY OF THE SERVICES OFFERED.

THANK YOU FOR YOUR UNDERSTANDING AND COOPERATION.

This web site is an online communications service provided by Best-Med-Opinion Ltd. ("Best-Med-Opinion"). The use of this web site is governed by the Terms & Conditions set forth below.

By accessing or using this web site for any reason, the User agrees to be bound by these Terms & Conditions.

Without notice, Best-Med-Opinion may alter these Terms and conditions, the content of any websites, services it offers, its strategy, and/or its method of business. The User accepts the obligation to periodically review whether or not these Terms & Conditions have changed.

The User continued use of this web site shall be deemed an acceptance and agreement to be bound by any such modifications, alterations, or changes.

Any and all use of The Company's services explicitly signifies full acceptance of Terms and Conditions, not in part, but in its entirety, without any exception.

Best-Med-Opinion Consultation Services

The service provided through Best-Med-Opinion is different from the standard diagnostic services provided by a physician. Participating medical centers and physicians providing this service will not have the benefit of information that would be obtained by examining the User in person and observing the User's physical condition.

Therefore, the physician may not be aware of facts or information that would affect his or her opinion of the user diagnosis. In some cases, these facts may be critical to the opinion. By deciding to engage this service, the User acknowledges that he is aware of this limitation and agrees to solely assume the risk of this limitation.

By requesting a Best-Med-Opinion consultation, the user acknowledges and agrees that: the diagnosis that the User receives is limited and provisional; the Best-Med-Opinion consultation is not intended to replace a full medical evaluation and/or a face-to-face visit with the User's physician; in some cases, the physician does not have important information that is usually obtained through a standard physical examination.

The User further understands that no warranty or guarantee has been made to the User concerning any particular result or cure of the User's condition. The User understands and accepts that The Company is not a healthcare professional.

Health Content

The User shall be solely and exclusively responsible for the accuracy of his/her gathered health data including, but not limited to medical history, details of symptoms, physical examination findings, complaints, previous diagnosis, laboratory values, current medicine and allergy lists, dosages, frequencies, routes, lists of previous and present physicians, and/or other related medical information posted on its website (collectively "Medical Information"). Best-Med-Opinion shall not assume any liability or responsibility for any information posted on or used from the website(s), including, but not limited to (i) posted health data, information, prescriptions, prescription features; and (ii) the misuse of such posted health and/or medical information by any authorized third party including Healthcare Providers, physicians and/or other entity.

The Service offered by Best-Med-Opinion is intended to serve only as an additional tool of providing medical information and education. By agreeing to these Terms and Conditions, the user acknowledges and agrees that 1. Any and all medical information provided to Best-Med-Opinion and 2. Any and all services provided by Best-Med-Opinion, are solely for informational purposes and as a method to facilitate the same means by which individuals can obtain further elucidation. It does not and shall not constitute medical advice and/or services and is not intended to serve as a replacement or an alternative to direct communication with the User's physician(s) and/or healthcare provider(s).

ALWAYS CONSULT WITH THE USER'S PHYSICIAN(S) FOR APPROPRIATE EXAMINATIONS, DIAGNOSIS, TREATMENT, TESTING, AND OTHER CARE RECOMMENDATIONS.

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The use of this web site is entirely at the User's own risk and it is the User's sole responsibility to evaluate whether the information and/or services provided by Best-Med-Opinion are accurate, complete, and current. While Best-Med-Opinion frequently updates its records, physician and health care facility information changes rapidly and therefore some listings may be out of date. The user acknowledges that Best-Med-Opinion, from time to time, makes use of information received from third parties.

Credit Transactions

Best-Med-Opinion accepts payment in the form of cash, check, wire transfer or credit card.

If the User elects to pay for any service hereunder through the User's credit card, Best-Med-Opinion, at its sole discretion, reserves the right to accept payment from the user credit card. By requesting the credit card payment option, the User hereby authorizes us to bill and charge the credit card indicated in the User's order, for any fees and/or any other amounts provided for in the User's order, as the same become due and payable. In the event Best-Med-Opinion elects to so accept payment, Best-Med-Opinion shall debit the applicable amounts from the User's credit card. In the case that the User's credit card expires or Best-Med-Opinion cannot bill the User's credit card, we will send the User notice of cessation of services, and the User's request for services will not be fulfilled until full payment has been received.

Limitations and Disclaimers

This web site and all associated Best-Med-Opinion services are provided to the user "as is", without any warranties of any kind, whether express or implied. Best-Med-Opinion disclaims all warranties, including the warranties of non-infringement, merchantability, and fitness for any particular purpose. Best-Med-Opinion will not be liable for any damages of any kind including those resulting from the use or the inability to use this web site or any associated Best-Med-Opinion services.

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Indemnification

The User shall indemnify, defend, and hold blameless Best-Med-Opinion, its partners and suppliers, against any losses, expenses, costs, or damages incurred as a result of the User's noncompliance with these Terms & Conditions, or the User's unauthorized use of this web site or any associated Best-Med-Opinion services.

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Governing Law

These Terms & Conditions shall be governed by and interpreted in accordance with the laws of the State of Israel.

The User hereby agrees that the courts located in the State of Israel will constitute the only forum for the resolution of any and all disputes arising out of or in connection with these Terms & Conditions. Regardless of the location from where the User accesses or uses this web site or any associated Best-Med-Opinion service, the User agrees to comply with all applicable local and international laws and regulations.

THE USER FURTHER AGREES THAT HE HAS READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, AND HAS ELECTED TO BE BOUND BY SUCH TERMS.