

Terms and Conditions

Last updated: July 28, 2023

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the website. Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Services. By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Services.

General

This Website is provided "as is" without a warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. This Website may include inaccuracies or typographical errors. Changes and additions are routinely made to the information herein. We may make additions and/or changes to this Website and/or the services described herein at any time.

Accounts

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Services. You are responsible for safeguarding any password that you use to access Services and for any activities or actions under your password, whether your password is with our Services or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Calls & Emails

If you, as a consumer, provide MedCap ADI with your phone number, you consent to a MedCap ADI representative using your phone number to deliver or cause to be delivered to you at that phone number calls (which may use an automatic telephone dialing system) which may include artificial or prerecorded voice or text messages. If you do not wish to receive such calls or messages, you may opt out. You release us and our representative from any possible liability or claim stemming from how our or the company's representative uses your phone number, included but not limited to claims arising

from the Telephone Consumer Protection Act. You understand that you are not required to provide this consent and authorization and that it is not a condition to receive any good or service.

Links To Other Websites

Our Services may contain links to third-party websites or services that are not owned or controlled by MedCap ADI. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that MedCap ADI shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Limitation of Liabilities

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Without limiting the foregoing, you agree that the entire liability, if any, of MedCap ADI, its owners, affiliates, licensors and licensees arising out of any kind of legal claim (whether in contract, tort or under any other legal theory) arising out of your access to or use of, or inability to use, this Website or any information, products or services available through this Website will not exceed the amount that you paid to MedCap ADI, if any, for (i) the use of this Website or (ii) such information, products or services. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, some of these limitations may not apply to you.

Release & Indemnity

You agree to release, defend and hold harmless MedCap ADI, its owners, affiliates, licensors and licensees from and against any and all claims, costs, demands, losses, damages and expenses, including,

without limitation, attorney's fees, arising from or relating to: (i) your breach of this Agreement or any matter for which you are responsible or liable under the terms of this Agreement, or (ii) any dispute between you and any third party, including, without limitation, any other user, any advertiser or any party to any actual, prospective or terminated sale or transaction.

Governing Law

These Terms shall be governed and construed in accordance with the laws of United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services and supersede and replace any prior agreements we might have between us regarding the Services.

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Claims of Copyright Infringement

We respect the intellectual property rights of others and ask that everyone using the Services do the same. Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify us by providing the following information:

1. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Services so that we can locate it.
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3. Your address, telephone number, and, if available, e-mail address, so that the MedCap ADI may contact you about your complaint.
4. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent as follows:

By email: admin@capitaladi.com

If you give notice of copyright infringement by email, we may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your email before we are required to take any action.

Ownership & License

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you do not acquire any ownership rights by accessing or downloading any material, whether or not copyrighted, from the Website as authorized hereunder.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

If you have any questions about these Terms, please contact us.

Email: admin@capitaladi.com