

INSIGNIA MEDICAL SYSTEMS LTD TERMS AND CONDITIONS OF USE

THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT (hereafter "Terms") governs your use of our web site (hereafter "web site"). It is vitally important that you read the Terms carefully, as your use of the web site will automatically constitute your agreement to be legally bound by the terms and conditions set out herein. These Terms also govern your use or purchase of the products/services provided through or in connection with the web site (hereafter "services"). Each time you use our services, you acknowledge that you have read these Terms and agree to be legally bound by them. If you do not agree to be bound by these Terms, you may not use the web site(s) or the services provided by Company through its web site(s).

This website is owned by **Insignia Medical Systems Ltd (hereafter "Company")**, a company registered in England and Wales (company number 3867976), whose registered office is at 8 & 9 Summerlea Court, Basingstoke, Hampshire, RG25 2PN. Our VAT registration number is GB731784718.

The following words used in these Terms shall have the following meanings:

- **"Personal Information"** shall mean all data and/or information provided by and about User, including e-mail address (es), name, address, credit card, or other payment information, etc.;
- **"Company web site"** shall mean all web sites on which **Company** provides products and/or services.
- **"Company User"** shall mean all Users of the Company web site(s) and services.
- **"Company Products and Services"** shall mean all products and/or services provided directly by Company;
- **"3rd-Parties"** include all advertisers, partners and affiliate vendors that are included on, or linked to, the Company web site(s).

LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.

SUCCESS OF YOUR BUSINESS OR EARNINGS

What User derives from use of Insignia Medical Systems Ltd products/services/information depends upon User's commitment to, and effort in, applying the information. Insignia Medical Systems Ltd does not represent, warrant or guarantee that User will achieve any particular results in business as a result of purchasing and using Insignia Medical Systems Ltd products/services/information. User acknowledges that the success of User's business depends on User's skills, effort and commitment. PLEASE SEE OUR EARNINGS AND TESTIMONIAL DISCLAIMER ELSEWHERE ON THIS WEB SITE.

SWEEPSTAKES, CONTESTS AND PROMOTIONS

Any sweepstakes, contest or similar promotion made available through Company websites or for which Company may, from time to time, send e-mail messages to you, will be governed by official rules that are separate from and may vary from these Terms. By participating in any such sweepstakes, contest or

similar promotion, User will become subject to its specific official rules. Note, however, that User remains subject to these Terms to the extent they do not conflict with the applicable official rules.

NEWSLETTERS

Insignia Medical Systems Ltd regularly sends out a newsletter and/or other informational emails (collectively referred to as "Newsletters") to all Users. In these Newsletters, we may inform you about new services, features or products. User may choose to unsubscribe from the Newsletter at any time using the unsubscribe option at the bottom of our emails, or by writing to us at info@insigniamedical.co.uk or following the unsubscribe link contained in each of the emails.

LICENCE AND COPYRIGHT

The Company web site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound and the entire content of the web site is copyrighted as a collective work under UK and International copyright laws. The Company owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law or these Terms, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Company and the copyright owner. Elements of the web site are protected by trade dress, trademark, unfair competition and other laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

You are permitted to print and download extracts from this website for your own private use on the following basis:

- (a) no documents or related graphics on this website are modified in any way;
- (b) no graphics on this website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

Copyright Infringement

In accordance with UK and International law, any notifications of claimed copyright infringement should be sent to us immediately. Such notification can be sent by email, to info@insigniamedical.co.uk or by letter to: Insignia Medical Systems Ltd, 8 & 9 Summerlea Court, Basingstoke, Hampshire, RG25 2PN.

Copyright Infringement – Digital Millennium Copyright Act

If operating in America: The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you are a copyright owner or an agent thereof and believe in good faith that materials hosted by Company infringe your copyright, you (or your agent) may send Company a notice requesting that the material be removed or access to it blocked by providing Company's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online web site are covered by a single notification, a representative list of such works at that website;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Company to locate the material;
4. Information reasonably sufficient to permit the Company to contact you, such as a name, address, telephone number, and, if available, an e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to this website should be sent to: Insignia Medical Systems Ltd, 8 & 9 Summerlea Court, , Basingstoke, Hampshire, RG25 2PN.

Company suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Any rights not expressly granted in these terms are reserved.

OBLIGATIONS OF USER

Use of this website <http://insigniamedical.co.uk/>, as described below, is prohibited. These descriptions are guidelines and are not intended to be exhaustive or all-inclusive.

Illegal/Criminal Activity The Company web site may not be used in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government rules or requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

Security Violations: The Company web site may not be used in connection with attempts, whether successful or not, to violate the security of a network, service, or other system. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.

Basic Security: User is responsible for maintaining the basic security of its computer system and to prevent its use by others in a manner that violates these Terms. Examples include: improperly securing a mail server so others can use it to distribute spam; improperly securing an FTP server so that it may be used by others to illegally distribute licensed software or media content. User is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

Threats: The Company web site may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

Offensive Materials: The Company web site may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials. Further, Users agree to adhere to the following requirements:

- a. Comply with all laws, ordinances, statutes and applicable legislation and to respect all 3rd-party rights. In particular, User shall not:
 - i. Provide, post or otherwise distribute content which is defamatory, threatening, disparaging, grossly

inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any 3rd-party, is unreasonably harmful or offensive to any individual or community;

ii. Use or post any pornographic materials or any content that violates any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors;

iii. Unreasonably annoy (particularly with SPAM) any other User;

iv. Use or post, without authorization, any content protected by law (e.g. copyright, trademark, patent, utility patent, design patent or other intellectual property (IP) laws), or advertise, promote, offer or distribute any goods or services protected by law;

v. Use, post or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, Ponzi schemes, illegal multi-level selling or pyramid sales).

5. You may not provide, post or otherwise distribute, User content that:

i. Contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs, videos or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature;

ii. Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law or moral standards;

iii. Violates or encourages the violation of any municipal, state, provincial, federal or international law, rule, regulation or ordinance;

iv. Interferes with any User's uninterrupted use of the Company website;

v. Advertises, promotes or offers to trade any goods or services;

vii. Uploads or transmits viruses or other harmful, disruptive or destructive files, material or code;

viii. Disrupts, interferes with, or otherwise harms or violates the security of the Company web site or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Company web site;

viii. "Flames" any individual or entity (e.g. sends repeated messages related to another User and/or makes derogatory or offensive comments about another User or individual), or repeats prior posting of the same message under multiple threads or subjects.

WARNING: ANY VIOLATION OF THESE POSTING RULES THAT INVOLVES CRIMINAL CONDUCT OF ANY KIND WILL BE REFERRED TO LAW ENFORCEMENT AUTHORITIES UPON NOTICE RECEIVED BY COMPANY.

It is your responsibility to determine that your input into our site, including use of any chat room areas of our site, including your choice of your user name, conforms to the above conditions. If you notice any content which breaches these conditions, please notify us by email to info@insigniamedical.co.uk.

SPAM: Spam is an unacceptable use of the Company web site. Spam includes any of the following activities:

a. Posting a single message or messages similar in content, to more than five (5) online forums or newsgroups and posting messages to online forums or newsgroups that violate their rules.

b. Collecting responses from unsolicited e-mail.

c. Sending any unsolicited e-mail that could be expected, in Company's opinion, to provoke complaints.

d. Sending e-mail with charity requests, petitions for signatures, or any chainmail-related materials.

e. Sending bulk e-mail without identifying in the e-mail a clear and easy means to be excluded from receiving additional e-mail from the originator of the e-mail. NOTE: The inclusion of an opt-out clause does not necessarily legitimize sending unsolicited e-mail.

f. Sending e-mail that does not accurately identify the sender, the sender's return address, and the e-mail address of origin.

g. Using Company facilities to violate what could reasonably be considered a violation of another Internet Service Provider's (ISP) acceptable use policy and/or terms of service.

User is further prohibited from the following activities:

- i. Employing any mechanisms, software or scripts when using the Company web site. However, the User may use the interfaces or software provided by Company within the scope of the services available on our web site and in accordance with these Terms;
- ii. Blocking, overwriting, modifying and copying of any contents of the Company web site.
- iii. Distributing or publicly disclosing the contents of the web site or any of its terms, without written permission from Company, or
- iv. Performing any actions that may impair the operability of the Company web site infrastructure, particularly actions that may overload said infrastructure, servers, bandwidth or other equipment or software

Indirect Access: A violation of these Terms by someone having only indirect access to the Company web site through a User, will be considered a violation, whether or not with User's knowledge or consent.

General

In addition, these policies apply to any email or content transmitted by User, or on your behalf, that uses a Company account as a mailbox for responses or promotes content, hosted or transmitted, using Company facilities, or that indicates, in any way, that Company was involved in the transmission of such email or content.

The resale of Company products and services is not permitted, unless expressly permitted by these Terms or in a separate written agreement.

Violations of these Terms may result in immediate suspension or termination of your account and our services to you, immediate temporary or permanent filtering, blocked access or other action appropriate to the violation, as determined by Company, in its sole discretion.

When feasible, it is Company's preference to give notice so that violations may be addressed voluntarily, however, we reserve the right to act without notice, when necessary, as determined by Company in its sole discretion. Company may involve, and will cooperate with, law enforcement, if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of these Terms.

Uses and Other Policies

A. When using our services, User warrants and represents that all of the data provided by you is accurate and complete. User shall report any modifications in the data to the Company web site, immediately upon any changes occurring.

B. User shall not be allowed to have multiple accounts. You may only establish one (1) User account. If Company determines that User has established more than one (1) account, further use of our web site may be suspended or terminated, subject to the sole discretion of Company.

C. User warrants and represents that they are of legal age (18 or older) to use our web site, at their time of use, or that they are a legal entity, created by operation of law.

D. User may download or print a single copy of any portion of the content solely for personal, non-commercial use, provided they do not remove any trademark, copyright or other notice from such content.

Requests to use Company content for any purpose other than as permitted in these Terms shall be directed to Company at: info@insigniamedical.co.uk

I. Company shall not be liable for User interactions with any 3rd-parties, businesses and/or individuals found on the Company web site or through the services provided. This includes, but is not limited to, payment and delivery of services, and any other terms, conditions, warranties or representations associated with such dealings. These dealings are solely between User and such 3rd-parties, businesses and/or individuals. User understands and agrees that Company is not responsible for any damage or loss incurred as a result of any such dealings. Company is under no obligation to become involved in disputes between Users of our web site, or between Users on our web site and any 3rd-party. In the event of a dispute, User agrees to release Company its officers, employees, agents and successors in rights, from claims, damages and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and our service.

USER FORUMS, CONTENT, AND PARTICIPATION

Data Protection

Insignia Medical Systems Ltd recognizes that any data provided by User to us is extremely important and we shall, therefore, be particularly sensitive in handling such data. Users are advised that there are inherent security risks in transmitting data, such as emails, credit card or personal information, via the Internet, because it is impossible to safeguard completely against unauthorized access by 3rd-parties. Nevertheless, Company shall do what is reasonable to safeguard your data, subject to this cautionary limitation.

In particular, personal information will be transmitted via the Internet only if it does not infringe upon 3rd-party rights, unless the respective party has given prior consent in view of such security risks. Accordingly, Company shall not be held liable for any damages incurred as a consequence of such security risks or for any related acts of omission on our part.

PLEASE SEE OUR PRIVACY POLICY, STATED SEPARATELY, ON THE COMPANY WEB SITE.

Rights to Content Use

Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

When User posts content or contributions to the Company web site, User grants Company a limited, revocable, nonexclusive and non-assignable right of use for the respective content or contribution that Company is entitled to utilize for any purpose allowed by these Terms. In particular, Company is entitled to use said content or contribution posted by User for marketing or in any other way. Company may use User content or contributions in any form, format, or medium of any kind now known or later developed.

Although User grants Company a license, as stated above, **WE DO NOT OWN USER CONTENT**. This license grants us certain rights and also proscribes limitations of what we may do and not do with the content, more fully described as follows:

- (a) Company may not sell or give away User content as permanent downloads or physical copies, alone or in a compilation;
- (b) Company may not continue exercising the license after User provides us with a request for

termination, as described below;

(c) Company may not use, license or sub-license another party to use User/Member content outside of the Company web site;

(d) Company may let other parties exercise these rights on the Company web site, which permits the license to become sub-licensed;

(e) Company may exercise these rights without paying User any remuneration, royalties or other fees, whatsoever;

(f) Company may exercise these rights throughout the Company web site(s), worldwide;

User may grant similar licenses to others;

User may terminate the license at any time by following the steps described below:

a. To request deletion of User content, User must send an e-mail to Customer Service at info@insigniamedical.co.uk stating the e-mail address associated with the particular content you wish to delete, along with the words "Delete User Content" in the subject line. Please note that if User subsequently places the same or similar content on the Company web site, this deletion notice will become null and void.

B. Company grants a right of use over all user-posted content or contributions to its web site(s) to other Users. Copying, downloading, disseminating, distributing and storing of the contents of the Company web site is, with the exception of the cache memory when searching for Company web pages, prohibited, without Company's express written consent.

C. All information, content, services and software displayed on, transmitted through or used in connection with the Company web site, with the exception of User content as defined herein, including for example, news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like, as well as its selection and arrangement, is owned by Company, except for those items that are copyrighted and/or owned by their respective businesses or individuals.

E. Without limiting the generality of the previous paragraphs, User authorizes Company to share User-posted content across all web sites, to include User content in a searchable format accessible by other Users of the Company web sites, now in use or later developed, to place advertisements in close proximity to such User content, and to use User's name, likeness and any other information in connection with Company's use of the material User provides.

F. Prohibited uses do not include any other use that Company expressly authorizes in writing.

H. Company does not guarantee the accuracy, integrity or quality of the posted content on our web site and User may not rely on any of this posted content. Without limitation, Company is not responsible for postings by Users in the User opinion, message board, and forum or feedback sections of our web sites.

Unsolicited Idea Submission Policy

Company and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send us any original creative artwork, samples, demos or other works. The sole purpose of this policy is to avoid potential misunderstanding or disputes when company's products or marketing strategies might seem similar to ideas submitted to us by others. We ask that you do not send your unsolicited ideas to company or any individual at company. If, despite our request that you not send us your ideas and materials, you still send them, please understand that company makes no assurances that your ideas and materials will be treated as confidential or proprietary.

REGISTRATION

To register with <http://insigniamedical.co.uk/> you must be at least 18 years of age.

Each registration is for a single user only, whether or not acting on behalf of a company or other organisation. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

User must complete the registration process by providing Company with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a User name.

Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

User is entirely responsible for maintaining the confidentiality of any password and account information. Furthermore, User is entirely responsible for any and all activities that occur under its account. User agrees to notify Company immediately of any unauthorized use of their account or any other breach of security. Company will not be liable for any loss that may incur as a result of someone else using User's password or account, either with or without their knowledge. However, User could be held liable for losses incurred by Company or another party due to someone else using their account or password

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

We may deny access to any User, at any time, and for any reason. In addition, Company may, at any time, transfer rights and obligations under these Terms to any current or future Company subsidiary or business unit, or any companies or divisions or any entity that acquires Company or any of its assets.

DISCLAIMER

While the Company uses reasonable efforts to include accurate and up-to-date information, the Company specifically disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in any and all Company web sites, either now operating or created in the future. The Company disclaims any responsibility or liability for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. The Company disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material on the Internet through the Company web site.

The Company does not make any warranties or representations regarding any data, service and/or information provided or made available by any user on any of the Company web sites or on any external web sites linked to them. In particular, the Company does not warrant or represent that said data, service and/or information is true or accurate, or that it fulfils or serves any particular purpose.

Without limiting the foregoing, under no circumstances shall the Company be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

COMPANY WEB SITES AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN THE COMPANY WEB SITES, ARE PROVIDED "AS IS," WITH NO WARRANTIES EXPRESSED OR IMPLIED. THE COMPANY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE COMPANY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE COMPANY WEB SITES. COMPANY DISCLAIMS, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE COMPANY WEB SITES. THE COMPANY DISCLAIMS ANY WARRANTIES FOR SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED ON THE COMPANY WEB SITES OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE COMPANY WEB SITES AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS OR ANY USER CONTRIBUTIONS PROVIDED TO THE COMPANY WEB SITES.

THE USER UNDERSTANDS AND AGREES THAT THEY DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE COMPANY WEB SITES AT THEIR OWN DISCRETION AND RISK AND THAT THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN ALL CASES. THE USER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

THE COMPANY AND ITS WEB SITES ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY USERS, 3rd-PARTIES, ACTIONS OF ANY 3rd-PARTY OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, A USER'S COMPUTER EQUIPMENT OR OTHER PROPERTY.

LIABILITY

The Company may modify, suspend, discontinue or restrict the use of any portion of the Company web site, including the availability of any portion of the content at any time, without notice or liability.

User acknowledge and agree that it is virtually impossible to achieve continuous, uninterrupted availability of the Company or any other, web site. While we endeavour to ensure that this website is normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period. Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Our liability (and that of our officers, directors, employees, shareholders or agents) of any kind (including our own negligence) with respect to our website or service for any one event or series of related events is limited to the total fees which you have paid to us in the 12 months before the event(s) complained of.

In no event (including our own negligence) will we be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
 - (b) loss of goodwill or reputation;
 - (c) special, indirect or consequential losses; or
 - (d) damage to or loss of data
- (even if we have been advised of the possibility of such losses).

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii)

misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

INDEMNITY

You agree to indemnify, defend and hold harmless the Company, its web site(s) and each of its respective advertisers, partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and sub-licensees, from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding:

1. Your use of the Company web site(s);
2. The Company's use of any your content or information, as long as such use is not inconsistent with these Terms;
3. Information or material provided through your IP address, even if not posted by you or
4. Any violation of these Terms by you.

GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts where the claim is brought by you. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

We do not warrant that materials, services or information for sale on the website are appropriate or available for use outside the United Kingdom. It is prohibited to access the website from territories where its contents are illegal or unlawful. If you access this website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

MISCELLANEOUS

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. You agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision and shall be interpreted most favourably, when possible, to the benefit of the Company.

Section Titles: The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

Incident Reporting: Any complaints regarding violations of these Terms by a User should be directed to customer services at info@insigniamedical.co.uk. Where possible, include details that would assist the Company in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Complaints Procedure : We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at 8 & 9 Summerlea Court, , Basingstoke, Hampshire, RG25 2PN.

ONLINE ACCEPTANCE

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

These Terms represent the entire understanding between the user and the Company and supersedes any prior statements or representations. THE USER AGREES TO THE TERMS OF THIS ONLINE AGREEMENT, by using the web site, it's services, sign up, posting, downloading and uploading content, and understands that it is entering into a binding and legal agreement with Company.

You agree to file any claim regarding any aspect of this web site or these Terms within six (6) months of the time in which the events giving rise to such alleged claim began, or you agree to waive such claim. You also agree that no claim subject to these Terms may be brought as a class action or in any other jurisdiction than English courts.

These Terms and Conditions were last updated, and became effective, on 21/07/2015.

Contact Information: Our contact details are as follows:

Company Name: Insignia Medical Systems Ltd, 8 & 9 Summerlea Court, , Basingstoke, Hampshire, RG25 2PN. General email: info@insigniamedical.co.uk
Telephone number: 01256 247 010