

Terms and Conditions

Last updated: December 14, 2020

Effective as of December 14, 2020

Please read these Terms and Conditions carefully before using MedVenture for Travelers Application and Services.

## Interpretation and Definitions

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### Interpretation

The words of which the initial letter is capitalized have meanings as defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

- **Account** means a unique Account created by You to access Our Service or parts of Our Service.
- **Affiliate** means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Application** means the mobile application named MedVenture provided by MedVenture and downloaded by You on any Device.
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) from which the Application has been downloaded.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by a User, regardless of the form of that content.
- **Country** refers to: United States of America.
- **Device** means any Device that can access the Service including but not limited to a computer, a mobile device, or a digital tablet.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **MedVenture, We, Us, or Our** refers to MedVenture for Travelers LLC, 3518 Fremont Ave N #368 Seattle, WA 98103.
- **Service** refers to the Application and Website and any other content, information, services, or products offered through or on the Application or Website, or which link to these Terms.
- **Terms and Conditions** or **Terms** mean these Terms and Conditions that form the entire agreement between You and MedVenture regarding the use of the Service.
- **Third-party Service** means any sites, services, products, or content (including data, information, products or services) provided by a third party.

- **User** refers to the individual, company, or legal entity accessing or using the Service, as applicable.
- **Website** refers to [www.medventurefortravelers.com](http://www.medventurefortravelers.com), accessible from <http://www.medventurefortravelers.com>.
- **You** or **Your** refers to you, the individual or entity agreeing to these Terms.
- **Your Content** refers to Content You post, publish, upload, share, distribute, or otherwise make available on the Service.

## Acknowledgement

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These Terms and Conditions are a binding agreement between You and MedVenture governing Your access to and use of the Service. By accessing or using the Service, You agree to be bound by these Terms and Conditions. These Terms and Conditions apply to all visitors, Users and others who access or use the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access or use the Service.

These Terms and Conditions incorporate Our Disclaimers Policy, Our Privacy Policy, and Our Cookie Policy. Our Privacy Policy and Cookie Policy describe Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Service and tells You about Your privacy rights and how the law protects You. Please read Our Disclaimers Policy, Privacy Policy and Cookie Policy carefully before accessing or using Our Service.

## MedVenture Service

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The MedVenture Service allows You to connect with other travelers and share and discover information about travel destinations and facilities. For as long as You comply with these Terms, MedVenture grants You a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use Our Service solely for Your personal, non-commercial use and as permitted by applicable laws.

## User Accounts

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When You create an Account with MedVenture, You will be required to provide certain information to Us (such as an email address, Your full name, or Your occupation). You represent and warrant that all information You provide to MedVenture is true, accurate, complete, and current at all times. If We discover or suspect that any information You have provided (or omitted) violates these Terms, We may request that You correct Your information, or We may suspend or terminate Your Account, in Our sole discretion.

You may also be required to create a password for Your Account, unless You use a Third-Party Service to register an Account on Our Service. You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your Account, whether Your password is with Our Service or a Third-Party Service. You agree to take reasonable precautions to protect the security of Your login credentials. You may not disclose Your password to any other third party, and You may not allow another person to use Your Account. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Account or Your login credentials (including but not limited to Your password, username, or email address).

You may not register a username that misrepresents, or is intended to misrepresent, Your identity; that is not lawfully available for use; that is a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization; or that is otherwise offensive, vulgar or obscene. We reserve the right to require You to change Your username, whether or not it violates these Terms, at any time.

By using Our Services, You represent, warrant, and agree that: (1) You are at least 18 years old; (2) You are at least the age of majority in Your jurisdiction and have full legal capacity to enter into a binding contract with MedVenture; (3) You are seeking a meaningful connection/friendship on the Service; (4) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and You are not on any list of individuals prohibited from conducting business with the United States; (5) You are not prohibited by law from using Our Service; (6) You have not have been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence, and You are not required to register as a sex offender with any state, federal or local sex offender registry; (7) You do not have more than one Account on Our Service; and (8) You have not previously been removed from Our Service by Us, unless You have Our express written permission to create a new Account. If at any time You cease to meet these requirements, Your right to use the Service is immediately terminated, and You must immediately stop using the Service and delete Your Account.

We retain Your Account information in accordance with Our Privacy Policy. Please refer to Our Privacy Policy for more information about how we use, retain, secure, and disclose Your Account information.

### **User Ground Rules**

By using Our Service, You agree to certain grounds rules (in addition to the other terms and conditions in these Terms) which are intended to make the Service a welcoming, authentic, and safe place to interact with other Users.

Our ground rules are as follows:

1. You agree to comply with these Terms and all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements.
2. Treat other Users in a courteous and respectful manner, whether You interact with the other Users on and off Our Services, and abide by Our community values.
3. Be respectful when communicating with any of Our customer care representatives or other employees, service providers, or partners. If You are unable to comply with

this ground rule, we reserve the right, in our sole discretion, to suspend or terminate Your access to the Service.

4. Present Yourself respectfully and authentically by adding at least one photo to Your profile that shows Your face.

We reserve the right to remove Your access to Our Service if we have reason to believe that You have violated these ground rules or any provision of these Terms, or for any reason or no reason whatsoever, without warning.

## Content

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### Your Content

Our Service allows You to post Content that may be visible to other Users of the Service or to Us. You are exclusively responsible for the Content that You post to the Service or share with Us or any other User, including Your Content's veracity, legality, reliability, and appropriateness. By sharing Content to the Service, You represent and warrant that Your Content complies with the Content Restrictions below, and all other provisions of these Terms. You expressly understand and agree that You are solely responsible for Your Content and for all activity that occurs under Your Account, whether done so by You or any third person using Your Account.

You grant MedVenture a non-exclusive, irrevocable, perpetual, royalty-free, transferable, assignable, sublicensable right and license to use, modify, publicly perform, publicly display, reproduce, distribute, and create derivative works of Your Content, and to incorporate Your Content in other works, in whole or in part, in any manner and any media now known or hereafter developed. Subject to the foregoing license, You retain any and all of Your rights to Your Content, and You are responsible for protecting those rights. You agree that this license includes the right for MedVenture to make Your Content available to other Users of the Service, who may also view and use Your Content on the Service subject to these Terms. You also understand and agree that We may display advertisements or promotional materials in connection with Your Content. MedVenture will not owe You any compensation or attribution whatsoever for Your Content or Our use of Your Content.

If You allow or direct MedVenture to access Content You have posted or shared on or with a Third-Party Service (for example, and without limitation, if You use a Third-Party Service to register an Account on the Service), You understand and agree that Your Content (as defined herein) will include the Content on the Third-Party Service that You permit MedVenture of access, even if that Content is hosted by and also shared with a Third-Party Service.

You represent and warrant that: (i) Your Content is Yours (You own it) or You have the right to use it and grant MedVenture the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, intellectual property rights, contract rights or any other rights of any person or entity.

We have no obligation to archive, back up, or return Your Content to You. We also do not have any obligation to keep Your Content confidential. If You share Content to the Service, You acknowledge and agree that Your Content may be publicly visible to other Users, and

once You share Your Content to the Service, You may not be able to remove or delete Your Content.

### Content Restrictions

You may not use the Service to create, post, or transmit any Content that:

- is unlawful or promotes unlawful or illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense.
- is defamatory, libelous, offensive, upsetting, intended to disgust, threatening, false, discriminatory, or mean-spirited, including references or commentary about religion, hatred, bigotry, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- is spam, machine – or randomly – generated, unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- contains or installs any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of another person.
- infringes on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- impersonates any person or entity, including MedVenture and its employees or representatives.
- violates the privacy rights of any third party.
- could be reasonably deemed to be offensive or to harass, upset, embarrass, alarm or annoy any other person.
- is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity.
- is inconsistent with the intended use of MedVenture.
- harms or attempts to harm the reputation or business of MedVenture or its Affiliates.

MedVenture cannot control all Content posted by Users and/or third parties on the Service. You understand that by using the Service, You may be exposed to Content that You may find offensive, indecent, incorrect or objectionable. You agree that under no circumstances will MedVenture be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of Your use of any Content, and You agree to accept all risks in connection with Your use the Service and any Content on the Service.

MedVenture reserves the right, but not the obligation, to monitor the Content on the Service and determine, in Our sole discretion, whether or not any Content is appropriate and complies with these Terms. We may refuse to post or remove any Content for any reason whatsoever, without notice. MedVenture further reserves the right to make formatting and edits and change the manner of any Content.

You acknowledge and agree that MedVenture may temporarily or permanently suspend or terminate Your access to the Service, or Your ability to create or post Content on the Service, if You violate this section or any of the other provisions in these Terms.

## Hospital and Facility Reviews

All hospital reviews and opinions expressed in the Hospital and Facility Reviews section of the Service are solely attributed to individual Users and are not a direct reflection of or endorsement by MedVenture or its employees. Reviews that violate these Terms may be removed without notice, and We may suspend or terminate Your account, or take any other action We deem appropriate, in Our sole discretion, to protect the Service, Our business, Our users, or third parties.

All hospital reviews should aim to be relevant and helpful to travelers. For this reason, You may not post any reviews that contain irrelevant or intentionally disruptive Content, such as personal opinions solely or primarily about politics, religion or any topics not directly related to the hospital setting, dynamics, or patient care.

MedVenture does not accept liability for any errors, false reports, or omissions, nor shall it be held liable for any claims or losses of any kind that may arise from the Content on the Service. MedVenture reserves the right to update, modify or delete any reviews in Our sole discretion, at any time, for any reason, and without notice.

To report a review that violates Our Terms please contact us at [Hello@medventurefortravelers.com](mailto:Hello@medventurefortravelers.com).

## Events and Meetups

If You post an event or meetup to the Service, it is Your responsibility to ensure that the information relating to Your event or meetup is true, accurate, complete, and lawful.

Events and meetups allow You to interact with other Users outside of the Service. MedVenture does not monitor or evaluate any events or meetups, and MedVenture makes no representation or guarantee regarding Your interactions with any other User of the Service, whether on the Service or at any online or offline event or meetup. MedVenture is not a party to any online or offline arrangements between You and other Users. We have no obligation to conduct background checks or verify the truth or accuracy of any information a User posts to the Service. You must use reasonable judgment in Your use of the Service, and You accept all risk associated with any interactions You have with other Users.

# Copyright Policy

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## Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized to act on behalf of one, and You believe that any Content on the Service infringes Your copyright, You may submit a DMCA notice in accordance with the instructions below. You may be held liable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

## DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing Our copyright agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact Our copyright agent via email at [hello@medventurefortravelers.com](mailto:hello@medventurefortravelers.com).

Upon receipt of a notification, MedVenture will take any action required by law or that, in its sole discretion, it deems appropriate, including but not limited to removal of the challenged Content from the Service.

## Intellectual Property

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Unless expressly stated otherwise in these Terms, MedVenture or its licensors retains all rights, title, and interest in and to the Service and its original content (excluding Your Content or Content owned by other Users), features, and functionality. The Service is protected by copyright, trademark, patent, and other laws of both the Country and foreign countries. Our brand name, trademarks, service marks, logos, designs, and trade dress may not be used in connection with any product or service without Our prior written consent.

We may use technological measures to protect and prevent unauthorized access to the Service or to certain Content on the Service. You agree not to circumvent any of Our security measures, and You acknowledge and agree that a breach of the foregoing is a material breach of these Terms.

By submitting suggestions or feedback to MedVenture regarding Our Service, us, or Our business, You agree that MedVenture may use, exploit, and share such feedback for any purpose without compensation or attribution to You.

## Third-Party Links and Websites

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Our Service may contain links to Third Party Services that are not owned or controlled by MedVenture. MedVenture has no control over, and assumes no responsibility for, the

Content, privacy policies, or practices of any Third Party Services. You further acknowledge and agree that MedVenture 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 the use of or reliance on any such content, goods or services available on or through any such Third Party Services. We strongly advise You to read the terms and conditions and privacy policies of any Third Party Services that You visit.

## Termination

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MedVenture reserves the right to investigate and, if appropriate, suspend or terminate Your Account without warning if You have violated these Terms, misused Our Service, or behaved in a way that MedVenture regards as inappropriate or unlawful in relation to Our Service. We also reserve the right to terminate Your Account at any time, for any other reason, in Our sole and absolute discretion, with notice to You.

If You no longer wish to use Our Service, You can delete Your Account at any time by opening the Application, going to the “My Account” tab, and selecting “Delete Account”, and following the instructions to terminate Your Account. Your information will be maintained and deleted in accordance with Our Privacy Policy.

If Your Account or Your access to the Service is terminated by You or by MedVenture for any reason, the following provisions will continue and remain enforceable between You and MedVenture: Content; Copyright Policy; Third-Party Links and Websites; Intellectual Property; Termination; Limitation of Liability; Disclaimers; Indemnification; and Miscellaneous.

## No Criminal Background or Identity Verification Checks

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MedVenture reserves the right to conduct- and You authorize MedVenture to conduct- any criminal background or other screenings at any time and at the sole discretion of MedVenture, using available public records or third party service providers, and You agree that any information You provide to the Service may be used for that purpose. Likewise, MedVenture reserves the right to conduct -and You authorize MedVenture to conduct- screening through a consumer reporting agency that is allowable by law. MedVenture reserves the right to use information discovered about You through a criminal background check, identity verification check and/or consumer report, if any, to determine Your eligibility to use the Service under these Terms.

Notwithstanding the foregoing, You understand and agree that MedVenture has no obligation to conduct criminal background or identity verification checks on its Users or otherwise inquire into the background of its Users. MedVenture makes no representations or warranties as to the conduct, identity, intentions, legitimacy, credentials, or veracity of Users. You are solely responsible for Your interactions with other Users, and You accept all risks in connection with Your interactions with other Users. Although MedVenture strives to

encourage a respectful User experience, it is not responsible for the conduct of any User on or off the Service. You agree to use caution in all interactions with other Users, particularly if You decide to communicate off the Service or meet in person.

## Promotions

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Any Promotions made available through the Service may be governed by rules that are separate from these Terms. If You participate in any Promotions, please review the applicable Promotion rules as well as Our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## Limitation of Liability

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To the maximum extent permitted by applicable law, in no event shall MedVenture or its officers, directors, shareholders, agents, employees, consultants, affiliates, sponsors, business partners, or suppliers (the “MedVenture Parties”) be liable for any special, incidental, direct, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service) arising out of or in connection with: (i) Your interactions or transactions with other Users; (ii) Your participation in any event or meetup; (iii) Your Content or any other Content on the Service; or (iv) Your violation or breach of these Terms or any applicable law, statute, or regulation or the rights of a third part. In any event, MedVenture’s entire liability to You or any third party will not exceed the lesser of: (a) \$5.00 or (b) the amounts You paid to MedVenture in the 12 months preceding the date Your claim arose.

This limitation applies (i) to a claim based on any legal theory, including without limitation breach of contract, warranty, guarantee, or condition, strict liability, negligence, or other tort; (ii) even if we knew or should have known about the possibility of the damages; and (iii) even if circumstances cause available remedies to fail. We will have no liability for any failure or delay due to matters or events beyond Our reasonable control.

To the fullest extent permitted by applicable law, You hereby release the MedVenture Parties from all claims, demands, and damages arising out of or related to (i) any interaction, transaction, or relationship between You and another User, or You and a third party; or (ii) any event or meetup posted or communicated to or via the Service. You hereby waive and relinquish all protections under California Civil Code section 1542, and any laws in any other jurisdiction having similar effect, which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

## Disclaimers

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Our [Disclaimers Policy](#) is incorporated into these Terms. Please review Our Disclaimers Policy carefully.

## Apple EULA

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If You use the Application on an Apple Device, You acknowledge and agree:

- These Terms are strictly between You and MedVenture (and not with Apple), and MedVenture (not Apple) is solely responsible for the Service, including but not limited to providing any maintenance and support services with respect to the Application. Apple may, at any time and without notice, restrict, interrupt, or prevent use of the Application, or delete the Application from Your Device, or require MedVenture to do any of the same, without entitling You to any refund, credit, or other compensation from MedVenture or any third party (including without limitation Apple).
- If the Application fails to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be MedVenture's sole responsibility.
- Apple is not responsible for addressing any claims brought by You or any third party relating to the Application, or Your possession and/or use of the Application, including but not limited to: (a) product liability; (b) any failure of the Application to conform to applicable legal or regulatory requirements; (c) claims arising under consumer protection, privacy, or similar legislation, or (d) infringement of a third party's intellectual property rights.
- You must comply with all applicable third-party terms of agreement when using the Application. Apple and its subsidiaries are third-party beneficiaries of these Terms and have the right (and shall be deemed to have accepted the right) to enforce these Terms against You.

## Miscellaneous

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### Governing Law and Jurisdiction

The laws of the state of Washington, United States, excluding its conflicts of law rules, shall govern these Terms, Your use of the Service, and Your relationship with MedVenture. Any judicial proceedings must be brought exclusively in the federal or state courts located in King County, Washington, and You and MedVenture agree to venue and personal jurisdiction in those courts.

## Dispute Resolution

If You have any concern or dispute about the Service, You and MedVenture agree to make a good faith effort to attempt to resolve the dispute informally before initiating formal legal proceedings or filing any claims or complaints. Please contact Us at [hello@medventurefortravelers.com](mailto:hello@medventurefortravelers.com) and provide Us with Your name and information about Your dispute.

If You file any claim against MedVenture in connection with the Service or these Terms, You must file Your claim within 1 year of the day the claim arose. Your failure to file a claim within that time period will cause Your claim to be permanently barred, and You will have completely and finally waived Your lawsuit.

## United States Legal Compliance

By using the Service, You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Entire Agreement; Severability

These Terms, and the policies and other guidelines incorporated into these Terms, are the complete and final agreement between You and MedVenture relating to the Service. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to the extent necessary to achieve the parties’ original intent. The remaining provisions will continue in full force and effect.

## Waiver

Unless We provide Our written consent, Our failure to exercise a right or to require performance of an obligation under these Terms shall not affect Our ability to exercise such right or require such performance at any time thereafter nor shall it any waiver of a breach constitute a waiver of any subsequent breach.

## Assignment

You may not assign or transfer Your rights and obligations under these Terms without Our prior written consent. MedVenture may assign Our rights and obligations under these Terms to a third party in Our sole and absolute discretion, provided that the third party undertakes Our obligations to You under these Terms.

## No Relationship

These Terms and Your use of the Service do not create, and will not be construed as creating, any relationship, partnership, employment, agency, or joint venture relationship between You and MedVenture.

## Changes to These Terms and the Services

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will provide notice when any new Terms take effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by

the revised Terms. If You do not agree to the new Terms, in whole or in part, You must stop using the Service.

We reserve the right to modify, update, suspend, or terminate Our provision of the Service at any time, in whole or in part, with or without notice to You, and in Our sole and exclusive discretion. We will have no liability for any losses, damages, or expenses You incur as a result of Your inability to access the Service or any feature of the Service, or if the Service functions or does not function in the way You expect.

### Interpretation

These Terms and Conditions may have been translated if We have made them available to You on Our Service. You agree that the original English text shall prevail in the case of a dispute. The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

## Contact Us

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If You have any questions about these Terms and Conditions, You can contact Us:

- By email: [hello@medventurefortravelers.com](mailto:hello@medventurefortravelers.com)
- By visiting this page on Our Website:  
<https://www.medventurefortravelers.com/faq-contact-us.html>

## Thank You

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Please accept Our wholehearted thanks for reading Our Terms of Service.