

General conditions of use of Linkello medical

The purpose of these General Conditions of Use is to define the terms and conditions of use of the Linkello medical. They constitute a legal agreement between Bistri, editor of Linkello pro's services and any subscriber of the <https://linkello-med.com> platform. By subscribing and using the Site or the Services of Linkello medical, the subscriber declares to have read and accepted without reservation the current version of these General Conditions of Use.

The terms used in this document are defined as follows.

- **CGU** refers to these general conditions of use applicable to the Services of Linkello medical
- **Subscriber** refers to any natural or legal person who has subscribed to the service making use of the Linkello medical Services.
- **User** means any natural or legal person using Linkello medical whether as someone who generated a link or simply as a guest to join a call.

1. Purpose of services

Linkello Medical is a service for health professionals allowing them to organize teleconsultations, teleexpertise or any other type of communication in real time in video or audio and offering a certain number of additional functions which evolve regularly without changing the primary function of the service.

2. User account and subscription

Use of the Linkello medical Services requires the creation of an online account. The subscriber agrees to provide truthful information when creating it.

The subscriber takes all necessary steps to maintain the confidentiality of access to his account. In the event of fraudulent use of his account, the subscriber undertakes to immediately notify Linkello medical and to modify his access password without delay (if he uses access to his account via the login / password.).

Bistri will in no way be liable for material or immaterial damage resulting from use of the account by a third party, with or without the authorisation of the subscriber.

3. Pricing

Subscription to Linkello medical constitutes a commitment by the subscriber to pay the price corresponding to the services selected either annually or monthly. The method of payment is defined during subscription.

The prices for the Linkello medical service may change without this variation being considered a cause of breach of contract and of a request for compensation by the subscriber. However, the subscriber can request termination of the Linkello medical service under the conditions described in the article provided for this purpose if the new conditions do not suit him.

4. Duration - termination

These General Conditions of Use are in effect for an indefinite period.

The subscriber can terminate his Linkello medical account at any time by sending an email through the Contact page of the service. This request must be made no later than 10 working days before the end of the subscription, regardless of the form of subscription (monthly and annual). If this deadline is not respected, the termination will be taken into account at the end of the following subscription month. Payment remains due until the end of the effective termination.

5. Billing of the subscriber and payment on line

For billing and payment services for the subscription to the service, Linkello medical integrates a third-party solution from a partner company Stripe which is specialised in these areas that has all the necessary certifications to provide these services. (<https://stripe.com/spukl/legal>).

6. Billing of the user and payment on line

The Linkello Medical service subscriber can, if he wishes, offer paid teleconsultation, teleexpertise, ... using Linkello Medical. To be paid for these services, the subscriber can use the billing and payment module offered by Linkello Medical which will allow him to issue invoices and receive the payments thereof by his patients directly from the Linkello Medical interface. For this billing and payment service for subscribers, Linkello Medical integrates a third-party solution from a partner company Stripe which is specialised in these areas that has all the necessary certifications to provide these services. (<https://stripe.com/spukl/legal>)

Stripe charges a commission on money transfers to subscribers' bank accounts that are independent of the price of the service subscription. The amount of these commissions is indicated in the payment service FAQ. This commission amount is solely dependent on Stripe's commercial policy and any regulatory constraints that may be imposed on them. It may therefore vary over time and this variation is binding on Linkello Medical, who will inform its subscribers in the payment service FAQs.

7. Responsibilities and guarantees of Linkello Medical

Except in case of force majeure, Linkello Medical guarantees the subscriber the proper performance of his service in compliance with these General Conditions of Use.

The service is accessible 24 hours a day, 7 days a week. Although we make every effort to ensure that no problem occurs, you acknowledge that this accessibility may however be interrupted in the event of force majeure or technical difficulties. We can not be held responsible for network or server malfunctions or any other event beyond our control, which would impede or degrade access to the Services. We reserve the right to interrupt, temporarily suspend or modify without notice access to all or part of the Services, in order to ensure their maintenance and / or control, or for test purposes, without the interruption, suspension or modification do not give rise to any obligation or compensation.

Under no circumstances can Linkello Medical be held liable to third parties for damage resulting from the use of the Linkello Medical service.

8. Responsibilities and guarantees of the subscriber

The subscriber is solely responsible for the use he makes of the service to his users. It guarantees that the information transmitted via the Services of Linkello Medical does not contravene any legal, regulatory or resulting from an international convention which would be applicable to it.

The subscriber may be held liable for non-compliance with these General Conditions of Use, the confidentiality policies or any legal, regulatory or resulting from an applicable international convention.

The subscriber guarantees Bistri against any damage, any claim and any remedy by third parties resulting from a violation by the subscriber of these General Conditions of Use.

9. Liens hypertextes vers des sites tiers

In the case of Linkello Medical services contain hypertext links to websites published by third parties, Bistri assumes no responsibility for the content of third party sites or the content to which third party sites may refer, nor for the malfunction of these.

10. Intellectual property

The services of Linkello Medical and all the elements which compose them are, except particular mention and except all the parts of the service calling on third parties, the exclusive property of Bistri. All Linkello Medical trademarks and logos belonging to Bistri may not be used by the user without the prior written consent of Bistri.

In particular, the subscriber and the user are prohibited from adapting, arranging, modifying, correcting, associating, translating into any language or any language, placing on the market free of charge or against payment, marketing, all or part of the services provided by Linkello Medical or of 'any element that composes them, whatever the means and support. No provision of the General conditions of use may be interpreted as an assignment of intellectual property rights, whether tacitly or in any other way.

11. Protection of personal data

The information, including personal data of subscribers and users, that could be collected by Linkello Medical is done in compliance with the GDPR. All the details are described in the document "Personal data and GDPR"

12. Force majeure

The liability of the parties cannot be implemented if the non-performance or delay in the performance of one of its obligations described in these General Conditions of Use results from a case of force majeure.

Force majeure means any external, irresistible and unforeseeable event and its interpretation by the case law of French courts, and preventing one of the parties from performing its obligations or making the performance of them excessively onerous.

13. Applicable Law – Attribution of jurisdiction

This Agreement and all acts and transactions resulting therefrom and the rights and obligations of the Parties will be governed and interpreted according to the laws of France, without taking into account any conflicts of law. Any dispute arising out of or relating to this Agreement will be submitted to the Paris Commercial Court. Its decision will be final and will be binding on both Parties.

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