



## Terms and Conditions for use of QUIBA application

Last updated: February 1<sup>st</sup>, 2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Quiba application (the "Service") operated by Lenis farmacevtika d.o.o. ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### Accounts and In-App Subscriptions

When you use the App, you guarantee that you are above the age of 18, and that the information you provided to us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your device and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

The application is offered on a subscription and one-time purchase basis:

- With subscription, you will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on an annual basis. Your subscription runs for 1 (one) year from the date of purchase.

At the end of each Billing Cycle, your Subscription will automatically renew under the valid conditions of the time of the renewal, unless you cancel your subscription or Lenis farmacevtika d.o.o. cancels it. You may cancel your Subscription renewal either through online account management page or by contacting Lenis farmacevtika d.o.o. customer support team. ([info@quibaguide.com](mailto:info@quibaguide.com))

- With one-time purchase you get the license to use the App for 1 (one) year from the date of purchase. After your license has expired, you will be able to purchase a new license.

Except when required by law, paid Subscription fees and purchases are non-refundable.

User is required to process the payment for the Subscription through Paypal.

### **Free Demo**

Lenis farmacevtika d.o.o. may, at its sole discretion, offer a free demo to new users.

You are required to create an account to use the demo.

For demo, you do not need to provide any billing information to us.

At any time and without notice, Lenis farmacevtika d.o.o. reserves the right to (i) modify the terms and conditions of the Free Demo offer, or (ii) cancel such Free Demo offer.

### **Fee Changes**

Lenis farmacevtika d.o.o., in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Lenis farmacevtika d.o.o. will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

### **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of Lenis farmacevtika d.o.o. and its licensors. The Service is protected by copyright, trademark and competition law.. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Lenis farmacevtika d.o.o.

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Requests for permission to use material from the QUIBA – quick antibiotic guide, should be addressed to: Lenis farmacevtika d.o.o., Litostrojska cesta 52, 1000 Ljubljana, Slovenia; +386 1 235 07 00, or [info@quibaguide.com](mailto:info@quibaguide.com).

## **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Lenis farmacevtika d.o.o..

Lenis farmacevtika d.o.o. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Lenis farmacevtika d.o.o. 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 third party web sites 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.

## **Termination**

We may terminate or suspend your access to the Service immediately, without prior notice or liability whatsoever and without limitation, for the reason of any unlawful conduct on the side of the user, including but not limited to a breach of any Terms regulating the use of this App.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

You agree to defend, indemnify and hold harmless Lenis farmacevtika d.o.o. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service (by you or any person using your account and password), or b) a breach of these Terms.

## **Limitation Of Liability**

In no event shall Lenis farmacevtika d.o.o., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Lenis farmacevtika d.o.o., its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

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To register as a user of QUIBA, you have to read and agree to the Terms of Use of QUIBA and this Disclaimer.

## Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## Governing Law

Jurisdiction and law apply according to EU regulations.

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 Lenis farmacevtika d.o.o. and user regarding our Service, and supersede and replace any prior agreements between Lenis farmacevtika d.o.o. and user regarding the Service.

## 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 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 Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## Contact Us

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

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