



Terms & Conditions

Medical API





1. Scope of Agreement and Services, General Terms

- 1.1. As user ("**User**", "**you**"), you have the possibility to use the Medical API of XUND ("**Service**"). The Service is developed and made available by XUND Solutions GmbH, Dorotheergasse 10/12a, 1010 Vienna, hello@xund.ai ("**we**", "**us**"). It enables Users to get medical feedback on symptoms. The provider of the website or app from which you are accessing the Service ("**Provider**") does not have any influence on the Service, nor does it have access to the data and information generated in the Service.
- 1.2. The service is a medical device and processes symptoms and general profile information provided by the User to generate a preliminary assessment of diagnostic decisions. The purpose is to highlight potential evidence-based causes of a User's symptoms and to identify relevant Treatment pathways in the healthcare system. The result is for informational purposes only and is in no way a substitute for medical advice, diagnosis, or recommendation.
- 1.3. To use the Service, Users must have reached the age of 18 and be proficient in the languages available in the Service. No prior knowledge or training is required to use the Service. The information provided by the Service covers the most common primary care diseases.
- 1.4. These Terms & Conditions ("**T&C**") apply to all Users of the Service and exclusively govern the use of the Service. By clicking on the checkbox before using the Service, you accept these T&C.
- 1.5. We may amend these Terms from time to time. We will inform you about any changes when you use the Service and provide you with an updated version. Further, we will provide you with advance notice of the changes via email at least 14 days prior to the effective date of the updated Terms. If you do not contradict the amendment within a 14 days period, you are deemed to consent to the updated Terms. We will highlight your right to revoke and the consequences of not doing so on such notice. In case you contradict the amendments, the agreed version of the Terms remains in force unless we terminate your registration according to Pt 2.3 below.

2. Use Restrictions

- 2.1. It is important that the Service is used safely and in accordance with the law. Thus, Users are prohibited to use the Service, in particular but not limited, to ("**Use Restrictions**"):
 - (a) make untrue statements and allegations or provide information against better knowledge;
 - (b) promote any illegal activity, or advocate, promote or assist any unlawful act;
 - (c) violate legal rights (including the rights of publicity and privacy) of others or submit any content that could give rise to any civil or criminal liability under applicable laws or that otherwise may be in conflict with these Terms;



- (d) decompile, disassemble, reverse engineer, copy, transfer, or otherwise use the Service or any content except as permitted by copyright law;
 - (e) crawling, scraping, caching or otherwise assessing any content on the Service via automated means;
 - (f) submit any material or content that attempts to falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
 - (g) use the Service in a manner that (i) is likely to interrupt, suspend, slow down or hinder the continuity of the Service, (ii) constitutes an intrusion or attempt to break into the Service or our IT infrastructure, (iii) will divert of the Service system resources, (iv) may place a disproportionate load on the infrastructure of the Service, or (v) constitutes an attack on security and authentication measures of the Service or our IT infrastructure;
 - (h) distribute any part of the Service, including but not limited to any content, in any medium without prior written authorisation of us or the respective owner;
 - (i) otherwise use the Service for purposes other than those for which it is designed.
- 2.2. For contraindications, incident reporting, and other relevant information for using the Service, please refer to the service manual.
- 2.3. In the event of any violation of these T&C or applicable law, we may, in our sole discretion, restrict or exclude you from using the Service.

3. Intellectual Property Rights

- 3.1. Except for the content provided by Users, all elements of the Service, such as text, pictures, and illustrations, as well as the design and structure of the Service and the structure and contents of the database, are subject to copyright protection and the protection of intellectual property. Unless we expressly agree in writing, these elements may not be copied, sent, made available, presented, performed, modified, translated, or utilized.

4. Service Security

- 4.1. Our IT tools and software meet the market standard. We ensure our internal network protection with a firewall. The data is stored redundantly, ie at several locations, so that it is protected against loss, damage, or unlawful destruction due to the failure of an IT device.
- 4.2. Our internal networks are protected against complex malicious code (e.g., antivirus) and external attacks by multi-layered, active protection. To ensure secure data transfer between the Provider and our systems, we employ appropriate encryption techniques.



5. Warranty

- 5.1. The User is aware of the fact that (i) the information used for rendering the symptom check is limited, (ii) diagnosis and recommendations are also limited and provisional, (iii) the symptom check and further information is not intended to and cannot replace a full medical evaluation or an in-person visit with a physician.
- 5.2. The User acknowledges that, given the circumstances described in Pt 5.1, the main feature of the Service is the provision of access to tentative assessments of diagnostic decisions, but not an immediately reliable diagnosis. Accordingly, we assume no responsibility for the correctness, reliability, and accuracy of the information and results provided. Furthermore, we are not obliged to maintain certain IT resources. Therefore, due to cumulative requests, latency or unavailability of the Services may occur. We also reserve the right to carry out maintenance work at any time which may affect the availability and temporary discontinuation of the Service.
- 5.3. We provide the Service with due care. However, it is not possible to entirely avoid errors, infringements by third parties, or mistakes in the Service.
- 5.4. Taking into account the risks of the Internet as well as the large amount of processed data, we further cannot guarantee that the Service is accurate, reliable, of high quality, suitable, complete, and up-to-date. On the contrary, the content of the Service may be out of date, incomplete, or inaccurate. However, we make every effort to correct any errors detected or reported to us at support@xund.ai in the best possible way.
- 5.5. In view of the fact that the Service is provided free of charge, the statutory warranty provisions do not apply.

6. Liability

- 6.1. In view of the free provision of the Service, we are only liable for intentional damages.
- 6.2. Your use of any information or materials provided in our Service is entirely at your own risk. It shall be your own responsibility to reasonably review the symptom check and the recommendations and to obtain full medical evaluation or an in-person visit with a physician.

7. Indemnification

- 7.1. The User shall fully indemnify and hold us harmless from and against any claims, damages, liabilities, costs, losses, and expenses arising out of (i) the User's negligent breach of these T&C and (ii) the User's negligent violation of any third party right, including without limitation any intellectual property, right of publicity, or privacy right.



8. Final provisions

- 8.1. Any legal dispute arising from the use of the Service shall be governed exclusively by the substantive law of Austria without giving effect to any principles of conflicts of law. In case the User is a consumer, this choice of law is effective to the extent that no more stringent consumer protection law at the consumer's residence is applicable.
- 8.2. The competent court in Vienna 1010 shall have exclusive jurisdiction to decide all disputes arising in connection with contractual relationships in which no consumer is involved.

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