

Terms of Use

TERMS AND CONDITIONS

These terms and conditions of this agreement (the "Agreement") between you and DG Medical Company Ltd. ("DG Medical") are the terms on which this website www.dgmedicalco.com (the "Website") is accessed and used by you ("You"/"Your"). By accessing this Website You agree to be bound by this Agreement.

You represent that you are a natural person over eighteen (18) years of age, that you reside in the United States, and that you may legally enter into this Agreement.

Do not access and use the Website unless you agree to the terms and conditions of this Agreement.

GENERAL INFORMATION

Information about DG Medical. We are DG Medical Company Ltd., a company incorporated in Ho Chi Minh, Vietnam with the principal place of business at 316 Le Van Sy, W1, Tan Binh Dist., Ho Chi Minh City, Vietnam ("We"/ "Us" / "Our").

Questions. If you have any questions, complaints or comments on this Website, You may contact us at info@dgmedicalco.com

COPYRIGHT

Copyright. The contents of the DG Medical Website are subject to protection under the Vietnam copyright laws. Your use of the Website and its contents grants no rights to you in relation to our intellectual property rights including, without limitation, designs, trademarks, logos, graphics, photographs, animations, videos and texts.

YOUR LEGAL OBLIGATIONS

Lawful Purposes. You warrant that you will not use the Website in a way which causes or is likely to cause the Website to be interrupted, damaged or impaired in any way, and you will use the Website for lawful purposes only.

Indemnification. You agree to indemnify, defend and hold DG Medical, its officers, directors, employees, shareholders, agents, its parent companies, its successor and assigns, harmless from and against any and all losses, claims, costs, damages and expenses (including any legal fees in relation to such claim or damages) made or incurred by a third party in respect to any matter in relation to or arising from your use of the Website including any breach or suspected breach of this Agreement or your violation of any law or the rights of a third party.

OUR LEGAL OBLIGATIONS AND LIMITS ON LIABILITY

Limitations on Liability. We do not accept any liability for damage to your computer system or loss of data that results from your use of the Website.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DG MEDICAL BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH ANY MATTER UNDER THIS AGREEMENT OR YOUR USE OF THE WEBSITE.

Errors and Omissions. While we use all reasonable efforts to correct any errors or omissions as soon as practicable once they have been brought to our attention, we do not warrant that the information on the Website itself will be free from errors or omissions.

System Failure. We do not warrant that the Website will be available uninterrupted and in a fully operating condition. Access to the Website may be suspended temporarily and without notice in the case of a system failure, maintenance or repair or for reasons beyond our control.

Disclosure of Information. Where permitted or required by law, we will disclose Personally Identifiable Information (refers to information that lets us know the specifics of who you are) to third parties without your consent in order to comply with court order, subpoenas, or other legal or regulatory requirement.

SECURITY AND PRIVACY

Privacy Policy. You must read our Privacy Policy which contains important information about the use of Your Personally Identifiable Information and other material regarding your privacy.

MISCELLANEOUS

Links to Third Party Sites. Links on this Website to third-party websites are provided solely for your convenience. DG Medical does not endorse or make any representations about such third party websites, and DG Medical is not responsible for the accuracy or reliability of any content, information, data, advice or statements made on those websites.

Governing Law. The laws of Vietnam, Cambodia and Myanmar (without regard to conflict of laws) govern all matters arising under or relating to this Agreement. All disputes arising under or relating to this Agreement are to be decided by the courts located in Tan Binh Dist., Ho Chi Minh City, Vietnam.

Successors and Assigns. This Agreement binds and benefits the parties to this Agreement and their respective permitted successors and assigns.

Severability. If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in effect.

Amendments. We are constantly looking for new ways to improve this Website. Therefore, we reserve the right to modify this Agreement at any time. When we do so, we will give notice by changing the date it was last modified. Your continued use of this Website after such modifications will constitute your: (a) acknowledgment of the modified Agreement; and (b) consent to abide and be bound by the modified Agreement.

No Waiver. Our failure to insist on your strict performance of any obligation under this Agreement nor course of conduct under this Agreement constitutes a waiver of your breach of that or any other obligation.

Effective Date: 03/08/2018

This Agreement was last modified or updated: 03/08/2018