Terms of use

**Terms of Use for “Platinental.com” - Medical Tourism Website,**

**operated by THE PLATINENTAL LLC**

Welcome to the “Platinental.com” - Medical Tourism Website!

Before you access, use or proceed to book your desired treatments or services, please read our Terms of Use (briefly referred to hereinafter as “Terms”) in full.

These Terms outline the rights and responsibilities of both the users and THE PLATINENTAL LLC By accessing or using our website or availing our services, you agree to comply with these Terms.

If you do not agree with any part of these Terms of Use, please, refrain from using our website and our Services.

**1. GENERAL TERMS:**

This website (briefly referred to as “Site”) is owned by and under the control of THE PLATINENTAL LLC

THE PLATINENTAL LLC provides administrative services for organizing (arrangement) and booking the provision of certain medical practices and services provided by various medical facilities around the world (briefly referred to as “Clinics”) that practice medicine at the locations listed on our Site, and any User may obtain them from a specific, self-selected practitioner selected by the User on our Service (each a “Location”, a “Clinic”).

THE PLATINENTAL LLC hereby informs you that each Clinic selected by the User on our Site is a specialized medical facility with the appropriate state-of-the-art medical equipment, and the medical service itself will be received by User only from a professional physician at the Clinic selected by User from the variety of Clinics and medical facilities available for booking on our Site.

Your use of and access to the online services, features, content and functionality associated with the Site, including the Clinics appointment service, including for medical services (“Arrangement and Booking Service” or “Services”), is governed by the following documents: these Terms of Use (briefly referred to as “Terms” and/or “Agreement”) and all applicable laws and regulations in effect in the State of California in United States.

There are significant limitations on THE PLATINENTAL LLC responsibilities and liabilities with regard to Service, and important requirements regarding your access to the Service. For these reasons, Users are strongly urged and required to read these Terms of use in full. By accessing, viewing or otherwise using the Service you, on behalf of yourself and all of your authorized representatives (collectively, “User,” “you” or “your”) agree in full to these Terms of use.

User and THE PLATINENTAL LLC are individually hereinafter referred to as a “Party” and collectively as the “Parties”.

THE PLATINENTAL LLC may change, suspend or discontinue any aspect of our Site, including the availability of any feature, database or content, at any time. THE PLATINENTAL LLC may also impose restrictions on certain features and services and/or limit your access to parts or all of Site without prior notice to Users thereof or other liability of any kind.

YOU AFFIRM THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, AND TO ABIDE BY AND COMPLY WITH THIS AGREEMENT, AND YOU HEREBY ACCEPT THE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICE AND EXIT NOW.

**From time to time, THE PLATINENTAL LLC may without advance notice:**

(i) supplement or make changes to this document Terms of use and other rules or access and use procedures, documentation, security procedures and standards for equipment;

(ii) change the type and location of THE PLATINENTAL’s LLC system equipment, facilities or software; or

(iii) modify or withdraw any particular service or product referred to in the Service or any THE PLATINENTAL LLC database, material, service or system.

THE PLATINENTAL LLC shall update this Agreement with said changes with the “Last Updated” date displayed at the top of this Document.

User acknowledges its responsibility to review this Terms from time to time and agrees to keep itself informed of any such changes.

THE PLATINENTAL LLC employs reasonable measures to be as accurate as possible when describing professional Services provided by Clinic's licensed professionals that contract with THE PLATINENTAL LLC and/or third party products on this Site; however, to the extent permitted by applicable laws of the State of California, THE PLATINENTAL LLC does not warrant that product descriptions or other content available on this Site are accurate, complete, reliable, current or error-free.

**2. SERVICES:**

THE PLATINENTAL’s LLC service is designed to allow you to request and pay for the arrangement of certain professional services provided by licensed medical or aesthetic professionals of the clinics, as appropriate.

WE WOULD LIKE TO DRAW YOUR ATTENTION TO THE FACT OUR COMPANY THE PLATINENTAL LLC DOES NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. ONLY LICENSED HEALTH CARE PROVIDERS MAY PROVIDE MEDICAL SERVICES OR ADVICE.

THE PLATINENTAL LLC is an administrative services provider only, and all licensed medical or aesthetic professionals at Clinics are employed by or contracted with the Clinics. Use of the Service does not create a doctor-patient relationship. Each User is individually and fully responsible for his/her decision to be treated by a medical specialist of his/her choice from among the Clinics, which can provide him/her with the medical service chosen by User himself/herself.

We encourage you to consult with your own health care provider before using THE PLATINENTAL’s LLC Arrangement and Booking Service to arrangement and book any services with one of the Clinic’s licensed medical or aesthetic qualified professionals.

**3. USE OF THE SITE:**

(a).You may use «Platinental.com» - Medical Tourism Site for personal and non-commercial purposes, subject to these Terms and by applicable laws of the State of California.

(b). You agree not to use this Site in any way that may cause damage, disruption, or interference with the functionality of this Site or the experience of other users.

(c). You may not use this Site for any illegal or unauthorized purposes.

**4.SITE CONTENT AND INTELLECTUAL PROPERTY:**

(a). The content on «Platinental.com» - Medical Tourism Site, including but not limited to text, images, videos, graphics, logos, and trademarks, is protected by intellectual property laws and is the property of THE PLATINENTAL LLC or its licensors.

(b). You may not reproduce, distribute, modify, transmit, or use any of the Site content without prior written permission from THE PLATINENTAL LLC

(c). All trademarks, service marks, logos, slogans and taglines displayed on or through the Site are the property of THE PLATINENTAL LLC or their respective owners and nothing contained herein should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or taglines displayed on or through this Site without the express written permission of THE PLATINENTAL LLC, or such third party that may own the trademark, service mark, logo, slogan or tagline.

**5. USER INFORMATION, DATA RETENTION AND COLLECTION:**

(a)By agreeing to the terms and conditions herein (Terms of Use), User grants THE PLATINENTAL LLC a non-exclusive license to copy, use, and display any and all data, information, or communications (including personally identifiable data) sent or entered by Users while accessing the Services (briefly referred to as “User Information”) solely to the extent necessary for THE PLATINENTAL LLC to provide the Service.

User acknowledges that THE PLATINENTAL LLC exercises no control whatsoever over the content of the User Information and it is the sole responsibility of User, at its own expense, to provide the information, and to ensure that the information Users transmit or receive complies with all applicable laws and regulations now in place or enacted in the future.

THE PLATINENTAL LLC is under no obligation, however, to review User Information for accuracy, potential liability or for any other reason.

(b) THE PLATINENTAL LLC shall have the right to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize and analyze any non-personally identifiable data or information (including, without limitation, User Information) resulting from User’s access and use of the Service (briefly referred to as “Blind Data”).

To the extent that any Blind Data is collected by THE PLATINENTAL LLC, such Blind Data shall be solely owned by THE PLATINENTAL LLC and may be used by THE PLATINENTAL LLC for any lawful business purpose without a duty of accounting to User, provided that the Blind Data is used only in an aggregated, fully de-identified form, without specifically identifying the source of the Blind Data.

THE PLATINENTAL LLC agrees to comply with the applicable U.S. laws and regulations respecting the dissemination and use of such Blind Data. While no computer system or server is completely secure, THE PLATINENTAL LLC believes the measures it has implemented essentially reduce security risk.

Accordingly, THE PLATINENTAL’s LLC. Privacy Policy located on our Site at https://platinental.com/documents/is hereby incorporated into this document by reference.

THE PLATINENTAL LLC will not alter any information received from User through User’s use of the Service if such alteration would render the information inaccurate.

**6. ARRANGEMENT AND** **BOOKING SERVICES PAYMENTS. REFUNDS AND CREDITS:**

Using our Service on this Site, you request arrangement and book an upcoming medical service at a certified licensed medical Clinic in one of the selected countries/cities.

By arrangement and booking your appointment at one of your selected certified licensed medical clinic through our Arrangement and Booking Service, you agree to pay THE PLATINENTAL LLC acting on behalf of the specialty medical clinic, the arrangement and booking fee listed on the THE PLATINENTAL LLC Site for your selected medical service using one of our Payment Processors (defined below).

THE PLATINENTAL LLC  **Refund Policy:**

A full refund a hundred (100)% will be provided for cancellations made at least one (1) month prior to the scheduled Service.

For cancellations made less than one (1) month in advance, a ten (10)% processing fee will be deducted from the total amount refunded.

For cancellations made two weeks or less before thedata of the scheduled Service, a twenty (20)% processing fee will be deducted from the total amount refunded.

THE PLATINENTAL LLC does partner with third-party payment card processors (“Payment Processor”) so that Users may purchase products and services. For Users submitting payments through this Service using one of our Payment Processors, please note that your credit and debit card information (number, expiration date, security code) is provided directly to Payment Processor and is stored by Payment Processor and not by THE PLATINENTAL LLC, and as such, it is important for you to review Payment Processor’s terms to understand its information security practices.

**7. CLIENT RESPONSIBILITIES:**

(a). You are responsible for providing accurate and complete information about your medical history, allergies, medications, and any other relevant details that may impact your Services.

(b). It is important to disclose any known medical conditions or concerns to ensure your safety and the effectiveness of the Services.

(c). You must follow all pre and post-Services instructions provided by Clinics and professionals to optimize your results and minimize any potential risks.

(d). Any misuse or unauthorized use of our Services is strictly prohibited.

**8. LIMITATION OF LIABILITY:**

(a) THE PLATINENTAL LLC and its affiliates, directors, officers, employees, agents, or representatives shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your use of this Site or any products or services purchased through our Site.

(b).THE PLATINENTAL LLC does not make any warranties or representations regarding the accuracy, reliability, or completeness of the content on this Site or the effectiveness of the Services.

(с) THE PLATINENTAL LLC shall not be liable for any loss or deficiency of any material posted on our Site or software, including but not limited to any error, description, introduction, unavailability, delay in operation or transmission, computer virus or any linear deficiency.

(d) THE PLATINENTAL LLC shall not be liable to You or any third party for any loss and/or no loss, including, but not limited to, indict ability, specialty, reliability, consequential or sensory loss, liability for sensory loss arising from the use (or inability to use) of materials on our Site or its programmatic availability.

ALL CONTENT AVAILABLE THROUGH THE SERVICE IS INFORMATIONAL ONLY AND THE PLATINENTAL LLC DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT IS ACCURATE, TIMELY, COMPLETE OR APPROPRIATE, OR THAT ANY ERRORS IN CONTENT MADE AVAILABLE THROUGH THE SERVICE WILL BE CORRECTED.

THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE U.S. LAW MAY NOT LIMIT OR EXCLUDE LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCLUSIVE LIABILITY OF THE PLATINENTAL LLC TO YOU FOR ALL DAMAGES, LOSSES AND ACTIONS IN ANY EVENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE PLATINENTAL LLC

**9. INDEMNIFICATION:**

Without limiting the generality or effect of other provisions of this Agreement, as a condition of use, you agree to indemnify, hold harmless and defend THE PLATINENTAL LLC and its parents, subsidiaries, affiliates, licensors, licensees, suppliers, partners and providers and their officers, directors, affiliates, subcontractors, agents and employees (each, individually, an “Indemnified Party”) against all costs, expenses, liabilities and damages (including reasonable attorney’s fees) incurred by any Indemnified Party in connection with any third party claims arising out of:

(a) your use of our Service;

(b) your failure to comply with any applicable laws and regulations; and/or

(c) your breach of any obligations set forth the Terms and the Conditions. You shall not settle any such claim without the written consent of the applicable Indemnified Party.

**10. GOVERNING LAW:**

These Terms of Use will be governed by and construed in accordance with the laws of the State of California and the United States of America, not with standing any conflict of laws principles.

If any part of these Terms of Use is found to be illegal, invalid or unenforceable, that part will be considered sever able and will not affect the validity and enforce ability of any other provisions.

**11.RELATED SITES :**

These Site contains links to other sites that are not supported by THE PLATINENTAL LLC THE PLATINENTAL LLC is not responsible for the content of these sites and makes no statements regarding the content or accuracy, opinions expressed on these sites, or other links provided by these sites. Inclusion of any links to such sites does not mean that THE PLATINENTAL LLC endorses these Sites or any products or services to which they link. THE PLATINENTAL LLC may terminate the link at any time. These Terms and Privacy policy applicable to such sites may differ from those applicable to our Site.

If you choose to go to any third party site associated with Site, you do so solely at your own risk, and THE PLATINENTAL LLC assumes no responsibility for any loss or damage associated with your use of any such a third-party site.

**12.RESTRICTION ON USE:**

All web products and services, information, materials, data, images, graphics, sounds, and\or other components on our Site (briefly referred to as "Content") are copyrighted and owned or controlled by THE PLATINENTAL LLC, unless otherwise stated.

Any unauthorized use by Users of any Content of this Site of THE PLATINENTAL LLC may infringe the copyrights, trademark laws and other intellectual property laws of THE PLATINENTAL LLC or other third parties. Unauthorized use of our Site Content may result in claims for damages and/or be a criminal offense.

The content of our Site may not be modified, copied or distributed, republished, downloaded, posted, decompiled or transmitted in any way without the prior written consent of THE PLATINENTAL LLC

The content of this Site owned by THE PLATINENTAL LLC is provided for lawful purposes only and in full compliance with all laws of the State of California in the United States.

**DIFFERENT :**

THE PLATINENTAL LLC may, without notice, at any time revise these Terms of Use by updating this notice. Your continued use of Site now or after posting any changes or modifications will mean your acceptance of such changes or modifications. We encourage you to periodically review these Terms and Conditions on our Site to ensure you are aware of the correct and current version of this document.

**Thank you for visiting «Platinental.com»- Medical Tourism Website.**

If you have any questions or concerns, please contact us through the provided channels:info@platinental.com

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