

# TERMS OF USE

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## Introduction

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By using the Service, you acknowledge and accept the Service’s Privacy Policy and consent to the collection and use of your information in accordance with the Privacy Policy.

Healthnet may change, modify, add or remove portions of these Terms of Use, at any time. You should periodically check these Terms of Use for changes. Your continued use of the Service following the posting of any changes to these Terms of Use will mean that you accept and agree to such changes. As long as you comply with these Terms of Use, Healthnet grants you a personal, non-exclusive, non-transferable, limited privilege to access and use the Service.

## Obligations

You are required to comply with all applicable laws in connection with your use of the Service, and such further limitations as may be set forth in any written or on-screen notice from Healthnet. As a condition of your use of the Service, you agree that you will not use the Service for any purpose that is unlawful or prohibited by this Agreement.

## No Professional Advice

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You understand and agree that in no event will Healthnet be liable for any decision made or action taken in reliance on the information contained on, or accessible through, the Service. Reliance on any information provided by, or otherwise appearing on, the Service is solely at your own risk.

### **Your Conduct**

You must be at least 18 years of age to use the Service. You agree not to interrupt or attempt to interrupt the Service’s operation or any other person’s use of the Service in any way. Any conduct by you that, in our sole discretion, restricts, inhibits or interferes with the ability of any other user to enjoy this Service will not be permitted, including by means of hacking or defacing any portion of this Service, or by engaging in password “mining,” spamming, flooding or other disruptive activities.

You may not use the Service or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which

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### **Accounts, Passwords and Security**

Certain information or services offered on or through this Service may require you to create an account (including setting up a User ID and password). You are responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access this Service using your account or User ID. Healthnet cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

For your account, you agree to provide true, accurate, current and complete information about yourself. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete or not current, we reserve the right to suspend or terminate your account without notice and refuse any and all current and future use of this Service. Because any termination of your access to the Service may be effected without prior notice, you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or this Service. Furthermore, you agree that we shall not be liable to you or any third party for any termination of your access to your account or this Service.

By using the Service, you also acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Service may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Your account Information and certain other information about you is subject to our Privacy Policy.

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The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of or use, whether for breach of contract, tort, negligence or any other cause of action.

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## **Indemnification**

You agree to indemnify and hold Healthnet, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Healthnet by any third party due to or arising out of or in connection to your violation of these Terms of Use, or with your use of this Service.

## **Prohibited Uses Generally**

By using this site, you agree not to:

1. use any false or inaccurate information for purposes of registering for any promotions offered through the site, if applicable;
2. delete or revise any material or other information of Healthnet;
3. harvest or otherwise collect information about others, including e-mail addresses, without their consent;
4. take any action that imposes an unreasonable or disproportionately large load on the site's infrastructure;
5. use any device, software or routine to interfere or attempt to interfere with the proper working of the site or any activity being conducted on the site;
6. use any engine, software, tool, agent or other mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the site other than (i) the search engine and search agents available from Healthnet on the site and (ii) generally available third-party web browsers; or
7. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the site.

You further agree not to violate or attempt to violate the security of the site, including, without limitation, actions such as:

1. accessing data not intended for you or logging into a server or account that you are not authorized to access;
2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
3. attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding," "spamming," "mailbombing," or "crashing," the site;
4. sending unsolicited e-mail, including promotions and/or advertising of products or services; or
5. forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

Violations of system or network security may result in civil or criminal liability. Healthnet will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users involved in such violations.

## **Links to Third Party Sites**

This Service may contain links to other independent third-party web sites. Healthnet provides these links for your reference only. Healthnet does not control these web sites, and Healthnet is

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### **Electronic Communications**

When you visit the Service or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Termination/Modification of this Agreement**

Healthnet reserves the right, in its sole discretion to terminate or revise this Agreement at any time without prior notice. You are bound by any such revisions or termination and should therefore periodically visit this page to review the then-current Terms of Use to which you are bound.

### **Governing Law**

This Agreement is governed by and shall be construed in accordance with the laws of Sri Lanka.

Any dispute arising out of or relating to the interpretation or the implementation of this Agreement shall be resolved amicably through conciliation and mutual agreement between the parties. In the event the parties cannot resolve a Dispute amicably, it shall be referred to a court of competent jurisdiction in Sri Lanka.

Provided, nothing in this Clause shall prevent Healthnet from obtaining injunctive relief against you.

### **No Waiver**

The failure of Healthnet to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

### **Severability**

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and Healthnet with respect to your use of the site subject to the separate terms and conditions of other sites or services to which the site is linked. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intent of the parties, and the remaining portions shall remain in full force and effect.