

TERMS OF SERVICE

Once you accept the LICENSE AGREEMENT, to subscribe to the VisionDatWeb application "APPLICATION OF MANAGEMENT OF CLINICAL RECORDS AND POINT OF SALE" you must read and accept the Terms of Service ("Terms of Service"), as well as the following terms, conditions and including any future amendment (hereinafter, the "Agreement"):

VisionDatWeb Terms of Service

1. Your relationship with VisionDat

1.1 Your use of VisionDat products, software, services and websites (hereinafter referred to as the "Services", is excluded from any service that VisionDat may provide you by virtue of any other agreement reached in writing) is governed by By the terms of a legal agreement between you and VisionDat, whose registered office is at 264 E Street, Chula Vista, California, 91910, United States of America. Of the terms that govern it.

1.2 Unless you and VisionDat provide otherwise in writing, the agreement with VisionDat will always include, at a minimum, the terms and conditions set forth in this document. From now on, they will be called the "Conditions".

1.3 The agreement between you and VisionDat will also include the terms of any legal notice that corresponds to the Services, in addition to the Terms.

1.4 The Conditions, in addition to the License, constitute a legally binding agreement between you and VisionDat in relation to your use of the Services. We recommend that you read them carefully. Henceforth, this legal agreement will be called the "Conditions".

2. Acceptance of Terms

2.1 Before using the Services, you must first accept the Conditions, otherwise, you will not be able to use them.

2.2 To accept the Terms, you have several possibilities: click to accept these Conditions, where VisionDat offers this option in the user interface of the Service in question; Or use the Services itself. In that case, VisionDat will assume that you accept the Terms when you start using the Services.

2.3 You may not use the Services or accept the Terms if

A) is not of legal age to enter into a binding agreement with VisionDat or

B) if you have been deprived of the use and enjoyment of the Services under the laws of the United States or of any other country, including your country of residence or the country from which you use the Services.

2.4 Before continuing, we recommend printing the Conditions or saving a copy of these on the local disk drive for your information.

3. Language of the Conditions

3.1 The language that VisionDat provides for the Terms is Spanish.

3.2 In the event of any inconsistency between the English version of the Conditions and the translated version, the Spanish version shall prevail.

4. Provision of Services by www.visiondat.com, www.visiondatweb.com, www.visiondatsoftware.com.

4.1 VisionDat has subsidiary legal entities and subsidiaries in different countries ("Subsidiaries and subsidiaries"). Sometimes these companies will be responsible for providing the Services to our customers on behalf of VisionDat. You hereby acknowledge and agree that such Subsidiaries and affiliates are authorized to provide such Services to you.

4.2 VisionDat is constantly innovating in order to offer the best possible experience to its users. You acknowledge and agree that the content and nature of the Services provided by VisionDat may vary from time to time without prior notice.

4.3 As part of this permanent innovation, you acknowledge and agree that VisionDatWeb may suspend, either permanently or temporarily, the Services, or any of the functions included therein, for you or for users in general, at the sole discretion of VisionDatWeb And without prior notice. You may interrupt your use of the Services at any time you wish. You need to report this to VisionDatWeb.

4.4 By this agreement, you acknowledge and agree that if VisionDatWeb disables access to your account, you may not be able to access the Services, your account information, or files or other content thereof.

4.5 You acknowledge and agree that, although VisionDatWeb may not have set any limit on the number of transmissions to send or receive items through the Services or on the amount of storage space available for the provision of any of the Services , VisionDatWeb reserves the right to set limits at any time and in its absolute discretion.

5. Use of Services

5.1 In addition to those stipulated in VisionDatWeb's Privacy Policy, you agree not to access or attempt to access any of the Services by any means other than the interface provided by www.visiondatweb.com, unless otherwise stated. Has entered into an independent written agreement between you and VisionDatWeb. You specifically agree not to access or attempt to access any of the Services using automated means, including scripts or Web crawlers, and will be sure to comply with the instructions provided in any robots.txt file corresponding to the Services.

5.2 Likewise, it undertakes not to engage in any activity that interferes with or disrupts the Services or the servers and networks connected to them.

6. Passwords and account security

6.1 You hereby acknowledge and agree that you are solely responsible for maintaining the confidentiality of your passwords associated with any of the Subscriber accounts you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to VisionDatWeb for each and every activity that takes place in your account.

6.3 You agree to immediately notify VisionDatWeb of any unauthorized use of your password or account known to you by e-mail: adminvdweb@visiondatweb.com

7. Content of Services

7.1 By this agreement, you acknowledge that all information, such as data files, written text, computer programs, music, audio files or other sounds, photographs, videos or other graphic material, to which you have access as part of Services or through the use of these, is the sole responsibility of the person who created such content. From now on, this information will be called the "Content".

7.2 The Service you acquire by accepting the Terms of Use and Service and the Privacy Policy is to use VisionDatWeb "APPLICATION OF CLINICAL RECORDS MANAGEMENT AND POINT OF SALE" to maintain electronic medical records of your patients that include registration of:

- 1) General Information
- 2) Socioeconomic study
- 3) Preliminary Examinations
- 4) Clinical History

5) Refractive Study

6) Ophthalmic Study

In addition, it provides administrative tools to make the use of your information more efficient, such as:

7) Schedule of patient appointments and activities for all staff

8) Acquisition of clinical or identification images

9) Scanning documents

10) Data recording of customers, suppliers and organizations in general

11) Printing of clinical files

12) Printing Patient Recipes

13) Printing of recipes for optical laboratory

14) Graphs of efficiency and visual loss

15) Graphs of evolution of visual capacity

16) Diagnostic statistics

17) General Reports and Statistics

18) Logo printed stationery, clinic data and bar code

19) Laboratory Control

20) Point of Sale

21) System Administration

Note: Some of these features require activation and involve additional cost.

7.3 The Supplemental Content offered as part of the Services, at www.visiondat.com, www.visiondatsoftware.com and www.visiondatweb.com, including but not limited to the advertisements appearing on the Services and Sponsored Content, may be protected by copyright. Intellectual property belonging to the sponsors or advertisers who provide such Content to VisionDat or to other persons or companies on their behalf. Unless VisionDat or the owners of such Content expressly agree otherwise to an independent agreement, you agree not to modify, rent, lease, lend, sell, distribute or otherwise create derivative works of this Content, or In whole or in part.

7.3 VisionDatWeb reserves the right, although this is not an obligation, to select in advance, to revise, to mark, to filter, to modify, to reject or to eliminate partially or integrally the Content available in the complementary services of information and publicity that are presented in www.visiondat.com, www.visiondatsoftware.com and the central server located at www.visiondatweb.com where it is accessed for acquisition by payment by credit card and that allow access to the electronic service of the consultation control system of VisionDatWeb.

7.4 You agree that you are solely responsible and that VisionDatWeb disclaims all liability to you or any third party for any Content you create, transfer or publish during the use of the Services, as well as the consequences arising from your actions, including any loss or damage caused by VisionDatWeb.

8. Software Updates

8.1 The Software you use may automatically access VisionDatWeb updates. These updates are designed to improve, optimize and develop the Services and can be presented in the form of corrections, enhanced functions, new software modules and completely new versions. You agree to receive such updates, and allow VisionDatWeb to provide such updates as part of these Services.

9. Advertising

9.1 Some of the Services are funded through the proceeds of advertising and can display advertisements and promotions. This type of advertising may be oriented to the content of the information stored in the Services, queries made through these or other information.

9.2 The manner, mode and extent of such VisionDatWeb advertising on the Services are subject to change without notice.

9.3 In consideration of access to and use of the Services, you agree that VisionDatWeb will display such advertising on the Services.

10. Other content

In addition to www.visiondat.com, www.visiondatsoftware.com and www.visiondatweb.com, VisionDatWeb services may include hyperlinks to other sites, content or Internet resources. VisionDatWeb does not exercise control over the resources and Web sites provided by third parties outside VisionDatWeb.

10.1 You acknowledge and agree that VisionDat is not responsible for the availability of such external websites or resources and that it does not endorse the publicity, products or other materials provided on or through the websites or resources in question, nor is it responsible for them .

10.2 You acknowledge and agree that VisionDat is not responsible for any losses or damages that you may incur as a result of the availability of such external websites or resources or as a result of the trust you place in the completeness, accuracy or existence Advertising, products or other materials provided on or through the websites or resources in question.

10.3 You are solely responsible for the contents, files, annotations, observations, diagnostics, recipes, etc. That you perform during the use of the "CLINICAL RECORDS MANAGEMENT APPLICATION AND POINT OF SALE". The company VisionDat and subsidiaries disclaim all responsibility in the use you make of your information

10.4 VisionDatWeb is not responsible for the safeguarding of its contents, by accepting this agreement you are responsible for storing your information in any way that is convenient, however, some of VisionDatWeb services include temporary storage of backups on external servers To the company VisionDatWeb, but it is not responsible in case of loss or loss of such data of support, reason why we insists that you are the only one in charge to back up your information in a safe way.