

By signing this subscription form, you agree to the following terms and conditions. In reference to this contract, the terms “we” and “us” refers to Medical Directories Ltd (trading as MedDirect) and “you” and/or “your” refers to the company or business listed on this subscription form.

## 1. Subscriptions and payment terms:

Work on formatting and uploading your information to the MedDirect website will not commence until MedDirect receives the signed subscription form.

You agree to provide MedDirect with the information, images and assistance necessary for your information to be entered correctly on the website. You warrant that in providing MedDirect with any such information or image no copyright or intellectual property rights assigned to such information or images will be breached while displaying them on the MedDirect website.

The information entered in the MedDirect database is that provided from you or your authorised agent. MedDirect makes no warranty that it is correct, complete, current, merchantable, or fit for a particular purpose.

Your company agrees to pay the fees as per the subscription rate, within the payment time frames given. Failure to do so may result in delays in loading your data, or cancellation of your subscription and forfeit of any moneys paid.

It is your responsibility to ensure that any images and information that have been loaded onto the MedDirect website is accurate and correct at that time.

## 2. Cancellation terms:

- 2.1 Submission of a signed subscription form will be deemed as a firm contract to exhibit your information on MedDirect for 12 months
- 2.2 Should MedDirect accept in its sole discretion to cancel this agreement, a service fee (equal to the subscription amount) will be charged due to work already done on formatting and uploading of any information.
- 2.3 Any cancellations must be made in writing to us at MedDirect, PO Box 179, Greenhithe, Auckland 0759, NZ or [info@meddirect.co.nz](mailto:info@meddirect.co.nz)

## 3. MedDirect website:

- 3.1 After subscribing with MedDirect you will be issued with a website logon password. You agree that the login is strictly for your company employee's use and you will not give access to unauthorised persons.
- 3.2 You understand that this database may contain copyrighted material. You will make no effort to alter, remove, or otherwise tamper with any copyright notice that appears on a displayed item.
- 3.3 You may not publish, distribute, broadcast, retransmit, sell or otherwise reproduce any copyrighted item to anyone in any media, or create a derivative product, without the permission of the copyright owner.
- 3.4 The software used to manage and manipulate the data and this service has been obtained from a commercial source solely for the purpose of facilitating your use of the database and is protected by copyright. It may be used only for that purpose. You acknowledge that you will make no effort to reverse engineer, decompile, disassemble or reveal these programming techniques and structures.
- 3.5 Subletting of allocated web space will not be permitted
- 3.6 Your use of the MedDirect website and databases will be in accordance with the terms and conditions of use as notified on the MedDirect website. MedDirect reserves the right to alter the terms and conditions of use at any time without notice. Publication of the terms and conditions of use on the MedDirect website will be deemed to be notice to you of any change in the terms and conditions of use.
- 3.7 MedDirect, their employees and agents are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of use, reference to, or reliance on any information contained within the MedDirect website. While the information within the site is up to date when provided, as you supply all information pertaining to your company, no guarantee is given by MedDirect that the information provided to it is correct, complete, or up to date.
- 3.8 MedDirect assumes no responsibility and accepts no liability for the condition or content of any other websites or information linked to or accessed from this website. MedDirect has not participated in the development of these sites and does not exert any editorial or other control over those sites. MedDirect is not responsible for the accuracy or content of information contained in these sites and such links do not constitute an endorsement by MedDirect. MedDirect has not investigated the claims made by any advertiser.
- 3.9 Due to the fact the MedDirect website is hosted by a third party provider, MedDirects guarantee of 'up time' is limited by the constraints imposed upon it by the third party operator. MedDirect cannot be held responsible for unscheduled downtime of the website due to technical or other issues with the provider which is outside MedDirects control.
- 3.10 Banner advertisements are displayed automatically with every new page on a rotating basis. Although Banner advertisements are limited to a maximum number per quarter MedDirect provides no guarantee to minimum frequencies your advertisement will be displayed.
- 3.11 You agree to keep your information listed on MedDirect up to date unless you have paid for a maintenance service in which case we will attempt to contact you quarterly for updated information

## 4. Money back guarantee:

4.1 Our 100% money back guarantee offer applies where you have listed your company and products for 12 months for payment and had absolutely no product enquiries on any of your listings. To claim on this offer you must make the claim in writing to us and we must have had no queries on your products through MedDirect for the previous 12 months. The money back guarantee applies only to the actual subscription fee and no extra fees charged for loading or upkeep. We will endeavour to supply the refund in full at the earliest opportunity once a claim has been verified by us.