

LUS.expert-Terms of Use

General conditions

Lus.expert, the web site located at the u.r.l., lus.expert (the "site" or "website") is operated by the Commercial and service agency Dariusz Buda - "AHU DB" with its registered office in Poland, Koteże, Główna 1A Street 83-200 Starogard Gdański, tax identification number (NIP) 5920014523, email address: licences@lus.expert (LUS.expert, "we", "us", "our") . Our website is an educational portal focusing on lung ultrasonography dedicated for students, doctors and sonographers and we provide services in the form of online access to professional e-materials such as e-book, photos and videos on lung ultrasonography.

These Terms of Use govern your access to and use of the website and to services we provide. In case you decide to enter into agreement with us, these Terms of Use shall constitute an integral part of agreement between us. Your access to the site and use of the site are distinctly conditioned on your compliance with these Terms of Use. By accessing or using the site, you agree to be bound by these Terms of Use, our Privacy Policy, and any other terms, rules or guidelines that are applicable to any part of the website that you may access, without qualification and limitation. If you do not agree to these Terms of Use, you must exit the website immediately and discontinue any use of information, services or products from our site.

These Terms of Use are available free of charge via the website www.lus.expert, which provides the opportunity to get acquainted with its content before concluding the contract. These Terms of Use are also made available in a PDF file https://lus.expert/bundles/app/images/2019_01_13_Regulations_EN.pdf which allows to download save and print them.

The use of Lus.expert requires the following technical conditions: internet connection and the newest version of webbrowser (IE, Google Chrome, FireFox).

Although we make every effort to ensure that the portal displays correctly on all devices, regardless of the operating system or browser, unfortunately we cannot make any guarantees that this will be the case on your device. In case of any problems, please contact us at licences@lus.expert.

Registration to LUS.expert

Registration to LUS. expert is free of charge. If you open an account and register to use the websites, you are required to select a password and user name. The password and user name will be composed of an email address that you provide. You may only provide your own email address containing only your personal data. During registration process your e-mail address will be verified to ensure proper data protection. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information are made. You are responsible for safeguarding any password that you use to access in an any areas of the websites. You agree to immediately notify LUS.expert of any unauthorized use of your password. You agree to take sole responsibility for any actions or activities under your password. You shall be responsible for any and all fees and charges incurred under your account or using your password. LUS.expert reserve the right to refuse registration of or cancel your account if you do not comply with these Terms of Use, our Data Privacy Policy and relevant legal regulations.

If you are under the age of 18 years of age, you may use the websites only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are a parent/legal guardian agreeing to these Terms of Use for the benefit of a child under the age 18, be informed that you are responsible for supervision your child's actions on our website and you are fully responsible for his or her use of the websites, including all financial charges and legal liability that he or she may incur.

You have a right to close your account at any time, free of charge. If you like to close your account send us an email to the following address: licences@lus.expert.

Access to products and services

On our website we provide a variety of content (articles, photos, videos) free of charge, however conditional on accepting this Terms of Use and our Privacy Policy.

Main content of the lus.expert portal is subject to acceptance of certain conditions (ex. registration, payment, or product activation).

The term "product" includes all material available on our website and offered to our clients, including books, e-books, videos, electronic material, as well as trainings and courses organised by us.

Orders

Information on the products available on our website constitute an invitation to enter into purchase agreement with us. The subject of such purchase agreement is a product selected by you from among our products offered on our website. If you decide to place an order through our website, this is deemed as an offer made to us to enter into purchase agreement. Upon our acceptance of the offer, the purchase agreement is concluded (our acceptance is made through email

communication to your email address). Until then, all payment made by you shall be treated as advanced payment toward the price for the selected product.

If it is not possible to confirm the order and accept it for execution, lus.expert will inform you about it within a maximum of 3 days by sending a message to the e-mail address indicated in the order. In this case, lus.expert will immediately refund you the amount paid by transfer into the bank account from which the payment took place. You are obliged to make sure, before ordering, that your electronic device meets the technical requirements necessary to use the electronic materials which are the subject of the order in a correct manner and specified in these Terms of Use.

Pricing

Prices for our products are indicated on our website www.lus.expert Prices cover VAT (if relevant). Prices on our website do not include the cost of shipping and custom duties (if relevant). Those additional costs shall be calculated based only on rates provided by the relevant laws and authorities (custom duties) or based on rates charged by shipping service providers such post or courier services, depending on the place of delivery.

Lus.expert reserves the right to carry out promotional campaigns, sales and changes in product prices. The above does not affect the prices of products being subject of orders placed before the effective date of such price change, promotion conditions or sales.

Payment

We accept payments upon ordering in all forms of PayPal transactions. For more information about PayPal options, visit them <https://www.paypal.com> We will execute your order only upon confirmation received from the PayPal operator on completion of payment.

Delivery

The delivery of products takes place in the manner specified in the order. Only some of the delivery forms may be available for selected products. Orders of products in the form of traditional printed books are carried out by mail or courier to the address indicated by the client within 14 days from the date of confirmation of the order by lus.expert

Orders for electronic products (e-books, access to materials posted on the lus.expert portal) are executed by enabling the customer to access electronic materials and download an e-book. If you agree that lus.expert starts providing the service before the end of the deadline provided for withdrawal from the agreement, access to purchased materials shall be granted within 30 minutes from acceptance of your order by lus.expert. However, in exceptional cases, we reserve the right to grant the access to purchased materials in up to 3 days.

Rules for using electronic materials on the lus.expert portal

Based on the agreement with lus.expert in regard to electronic products, the Customer is authorized to use the materials for the time specified in the order, only for the customer's own use, subject to further technical limitations applied by lus.expert. The customer is not entitled to distribute materials or make them available, in whole or in part, for commercial purposes, and to make changes or any kind of modification of files.

All materials available to the Customer are protected by copyrights and intellectual property rights. The agreement concluded with lus.expert does not in any way transfer ownership or intellectual property rights to the customer to the content of our website or any material.

The same limitation and restrictions in using the materials is applicable to all printed, hard-copy or electronic materials available to participants of trainings and courses organised by lus.expert. Such materials may be used only for the participant's own use; commercial usage or further distribution is excluded.

Your access to the online material is granted for the period stipulated in the order for the product chosen by you during purchase process. We have the right to terminate the agreement with you with immediate effect if you fail to comply with any term or provision of these Terms of Use or relevant law.

Training courses

Within the scope of our educational activity we offer to our clients training courses in locations and dates indicated on our website in the product description. We are the organizer of such courses and all personal data of all participants are processed by us in accordance with our Privacy Policy http://lus-expert.netimage.pl/privacy_policy

Detailed programme, scope of the course, location, dates and timetable are indicated in the course descriptions on our website.

Lus.expert on our website enables our clients to enter into agreement on participation in courses and trainings in locations and dates indicated on our website in the product description. The organizer of such courses is ISPL Natalia Buda, ul. Lecha Kaczyńskiego 24/87, 80-365 Gdańsk, Poland ("Training organizer"). Agreement on participation in trainings is concluded directly with the Training organizer, on terms and conditions described in Terms and Conditions of Trainings available on lus.expert website. Lus.expert ensures that all personal data of all participants are processed by the Training organizer in accordance with our Privacy Policy http://lus-expert.netimage.pl/privacy_policy

Detailed programme, scope of the course, location, dates and timetable are indicated in the Terms and Conditions of Trainings on our website.

Trainers are professionals and they possess necessary knowledge and experience to carry out courses.

Participation in courses is subject to submitting an order and making payment in accordance with Terms and Conditions of Trainings. In matters not regulated in Terms and Conditions of Trainings these Terms of Use shall apply.

Complaints

Lus.expert is required to provide products without defects. In the case of defects in purchased products, the Customer is entitled to submit a complaint. A defect of the electronic product occurs in particular when the downloaded e-book or file to which the customer has access is damaged or incomplete, does not start or does not work properly despite meeting all technical requirements necessary to use file in a given format.

The customer is entitled to file a complaint in the event of improper performance of the lus.expert's duties specified in these Terms of Use.

Complaints may be submitted via email to the following address: licences@lus.expert Lus.expert shall respond to the complaint within 14 days.

Right to withdraw

1. Subject to the point 2 below, the customer has the right to withdraw from the agreement with lus.expert within 14 days from the date of entering into the agreement, without giving a reason. Withdrawal from the agreement takes place by submitting a statement. The statement can be submitted in the sample form available <https://lus.expert/bundles/app/images/withdrawal.pdf> It is not mandatory to use sample provided. The declaration may be submitted in electronic form to the following email address [lus.expert: licences@lus.expert](mailto:licences@lus.expert). Lus.expert will promptly confirm receipt of the statement of withdrawal.
2. Upon concluding an agreement with lus.expert in regard to e-book and / or gaining access to electronic materials available on the portal, the Customer may agree that lus.expert starts providing the service immediately after concluding the agreement and paying the price. In such case, the customer acknowledges that by accessing the service before the deadline for withdrawing from the agreement resulting from the law, the customer loses the right to withdraw from the agreement within 14 days from the date of its conclusion.
loses the right to withdraw from the agreement.
3. The customer is obliged to return the product to lus.expert immediately, at the latest within 14 days, counting from the day on which the client has withdrawn from the contract. To meet the deadline, it is enough to send the product before its expiry. The product should be returned to the following address:

AHU DB Dariusz Buda

Koteże

Ul. Główna 1A
83-200 Starogard Gdański
Poland

4. The customer bears the direct costs of returning the product, unless the product cannot be returned in the usual way by post and the product has been delivered to the customer's place of residence.
5. Products should be returned unchanged, subject to the second sentence. The customer is liable for the reduction in the value of the item as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of delivered goods.

Price return

Lus.expert refunds the amount due for the returned product within 14 (fourteen) days from the date of receipt of the declaration of withdrawal from the agreement by the Customer, in accordance with the rules described in these Terms of Use. Lus.expert may withhold reimbursement of payment until receipt of the product or proof of sending the items by the client, depending on which event occurs first.

Lus.expert refunds the payment using the same method of payment as used by the customer, unless the customer agreed to a different method of return, which does not entail additional costs for the client.

Electronic Communications

You may communicate with us electronically. Lus.expert communicate with you by e-mail or by posting notices on the Sites, in accordance with the relevant law.

Proprietary Rights

The sites and their entire contents, functionality and features (including but not limited to all information, displays, images, text, video and audio, the design, selection and arrangement thereof), are owned by LUS.expert, its licensors or providers of such material and are protected by international copyright, patent, trade secret, trademark, and other intellectual property or proprietary rights laws. The trademarks, names, logos and service marks (collectively "trademarks") displayed on the websites are registered and unregistered trademarks of LUS.expert and/or its third-party licensors or partners. Nothing contained on the websites should be construed as granting you any license or right to use any trademark without the prior written permission of LUS.expert.

It is policy of LUS.expert to expeditiously remove, or disable access to, any material contained on or submitted to LUS.expert site that we are notified of, infringes a copyright or other intellectual property right of a third party.

If you are the owner of an intellectual property right that you believe is being infringed by material on LUS.expert, please submit a formal Notice of Copyright Infringement to the following address privacy@lus.expert, describing the violation and providing sufficient information to evaluate your complaint.

Submissions

All communications, bug reports, comments, feedback, Ideas, suggestions, content, , or other communications made by you through the websites, including, without limitation, chat messages and blog and other submissions made by you to LUS.expert through the websites (collectively, "submissions") shall be in compliance with the relevant laws and regulations and shall not (1) be illegal, defamatory, trade libellous, threatening, invasive of privacy or harassing; (2) be obscene or contain any pornography; (3) contain any software viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (4) infringe upon any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; (5) consist of or contain political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam"; or (6) otherwise create or result in any liability for LUS.expert. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Submissions. LUS.expert reserves the right to remove or edit any such Submissions.

In case you notice any illegal submission on the Site, please let us know by sending us an email to the following address: privacy@lus.expert.

LUS.expert and external Links

The websites contains links to other websites on the internet. We provide these links for your convenience only and we explicitly disclaim any responsibility/liability for the content, accuracy or availability of information found on websites that link to or from the sites. We cannot ensure that you will be satisfied with, and we hereby disclaim any and all liability and responsibility with regard to, any services or products that you purchase from a third-party website that links to or from the sites or third-party content on our website. We do not endorse any of such products or services, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party websites or content. We do not make any representations or warranties as to the security of any information including (without limitation) credit card and other personal information you might be requested to give any third-party.

We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. In addition, we disclaim all warranties express or implied, as to the accuracy, reliability, legality or validity of any content on any such website, or that such website will be free from viruses or other harmful elements.

Privacy Policy

All information and personal data we collect on the Sites, including for the purpose of receiving and processing your order and executing agreement with you, is subject to our http://lus-expert.net/image.pl/privacy_policy By using the websites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

By making a purchase from the Sites, you understand and agree that we may share information about you and your transaction with other companies for the purpose of processing your transaction, including, without limitation, for purposes of fraud prevention, credit card authorization and shipping.

Modification of Terms of Use

LUS.expert reserves the right to change, alter, modify, update these Terms of Use at any time, provided that orders placed before such changes were made shall be governed by the Terms in force on the day of placing the order.

Conflict of terms

If there is a direct conflict or contradiction between the provisions of these Terms of Use and any other relevant terms and conditions, policies or notices that apply to a particular section or module of the sites, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the sites shall prevail in respect of your use of that relevant section or module of the sites.

In matters not governed by these Terms of use, Polish law shall applied.

LUS.expert liability

Lus.expert is not liable for disruptions, interruptions and faults in the functioning of the site for reasons that are beyond the control of lus.expert and for defects resulting from the maladjustment of the user's technical equipment.

Material provided on our Site are expression of their authors own experience, knowledge and opinions and cannot be treated as medical advice to patients or official medical recommendations or guidance. Persons, who, based on the materials available on the lus.expert portal, provide medical advice and diagnostic services, are doing that at their own risk and lus.expert shall bear no liability for any damages or losses suffered as a consequence of such advice.

Final Provisions

Any provision of these Terms of Use which is or becomes unenforceable, whether due to being void, illegality, invalidity, unlawfulness or for any reason whatsoever, shall, only to the extent that it is so unenforceable, be treated as void, and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

Any waiver of any provision of these Terms of Use must be in writing and signed by "LUS.expert" to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.

How to Contact Us

In any matters you can contact us via email or writing to us at the address below:

Send e-mail to: licences@lus.expert

Send mail to our address:

AHU DB Dariusz Buda

Koteże

Ul. Główna 1A

83-200 Starogard Gdański

Poland