

TERMS AND CONDITIONS

FOR

GOVERNING USAGE OF THE WEBSITE

OF

**KING FAISAL SPECIALIST HOSPITAL
AND RESERCH CENTRE
(GENERAL ORGANIZATION)**

(1) Introduction

These terms and conditions govern the use of the King Faisal Specialist Hospital & Research Centre (KFSH&RC) website; you are not eligible to use the website unless you accept these terms and condition.

The user must be at least [18] years of age to use the KFSH&RC website and it is strictly prohibited for those under 18 years of age to use the website.

The terms and conditions apply to all users of the website without limitations or exclusions. This includes patients who have a medical record at King Faisal Specialist Hospital & Research Centre or his/her legal guardian who is using the website on behalf of the patient. Legal guardians shall mean those who were identified and accepted as legal guardians upon the patients acceptance or admission.

(2) License to use website

Unless otherwise stated, KFSH&RC or its licensors own the materials and all intellectual property rights in the website. Subject to the license, all intellectual property rights are reserved by KFSH&RC.

You may view, download for caching purposes only, and print pages or electronic content from the website for your own personal use, subject to the restrictions related to the subject to be published or set out in the material itself in addition to the compliance with the following terms and conditions.

You must not:

- (a) republish material from this website (to any journal, newspaper or another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution such as our newsletter or magazines.

Where content specifically made available for redistribution, it may only be redistributed for personal use.

(3) Acceptable use

- (a) You must not use the website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way, which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- (b) You must not use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- (c) You must not conduct any systematic or automated data collection activities including without limitation scraping, data mining, data extraction and data harvesting on or in relation to our website.
- (d) You must not use the website to transmit or send unsolicited commercial communications or immoral material or any material that contradicts or violates the laws of the Kingdom of Saudi Arabia.
- (e) You must not use the website for any purposes related to any type of marketing.
- (f) You must not conduct/transmit to the website any form of electronic communication that may overload the website for any purpose or negatively affect the usage of the website.

(4) Restricted access

- (a) Access to certain areas of the KFSH&RC website is restricted. KFSH&RC reserves the right to restrict access to any areas of the KFSH&RC website, or indeed the whole website, at its own discretion. Granting access to the “Electronic Services” of this website is the full right of KFSH&RC and at its own discretion. Access will be granted to the patients who have active medical records at KFSH&RC and/or their legal guardian.
- (b) If KFSH&RC provides you with a user ID and password to enable you to access restricted areas of the website or other content or services, you must ensure that the user ID and password is kept confidential and you shall be legally responsible for any breach of confidentiality.
- (c) KFSH&RC shall have the right to disable your user ID and password at any its sole discretion without notice, explanation or indemnity.

- (d) You shall be solely responsible for the safe use and protection of your user ID and password. KFSH&RC holds no responsibility for the unlawful use of your user ID and password. You are responsible for any unlawful or misuse activity resulting from the use of your user ID and password.
- (e) KFSH&RC shall have all the legal rights to submit claims against you and your legal guardian for any misuse of the user ID and password and or any other breach to the terms and conditions of using the website in addition to its right to suspend or cancel your right to use the website if it has not been utilized within 30 days of granting access to the website.

(5) User generated content

- (a) In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material, medical reports, pathology images and reports, radiology images and reports, all laboratory results, pharmaceutical data and none pharmaceutical data) that you retrieve from the KFSH&RC website, for whatever purpose.
- (b) By using the website, you attest to the best of your knowledge that all the data submitted by you whether personal or not is accurate and correct. KFSH&RC holds the right to cancel or suspend your access to the website should your user content or personal data were deemed inaccurate or incorrect.
- (c) You are required to update your personal data including your email address, mobile number, address, landlines, facsimile number or any other personal data should there be any change. KFSH&RC holds the right to suspend or cancel access to the website if the data provided does not reflect that change.
- (d) By using the KFSH&RC website, you agree to guarantee the confidentiality of your user content. The hospital is not liable for any misuse or breach of confidentiality resulting from the misuse of your access to the KFSH&RC website. By using the KFSH&RC website, you agree to grant KFSH&RC worldwide, irrevocable, non-exclusive full legal immunity against prosecution and any suits, claims or damages resulting from the breach of confidentiality of the website.
- (e) User content shall not be released to any third party including for the purpose of obtaining a second medical opinion, diagnosis, treatment or soliciting financial or non-financial aid whether within the Kingdom of Saudi Arabia or Worldwide. You must be aware that the user content does not constitute and cannot be used to represent an official referral or consultation from KFSH&RC for medical opinion, diagnosis or treatment outside KFSH&RC.

- (f) KFSH&RC is not legally responsible nor liable for any malpractice, adverse effects, medical and surgical complications or death resulting from the use of your user content. Moreover, KFSH&RC is not legally liable for any adverse events resulting from the use of your user content.
- (g) All the terms and conditions in this document apply to the usage of the website by the patient as well as the legal guardian and KFSH&RC is not liable for any kind of damage or breach of confidentiality resulting from the use of the website by the patient and his/her legal guardian.
- (h) KFSH&R reserves the full right to edit or remove any material submitted to the website, or stored on its servers, or hosted or published upon on the website.

(6) Limited warranties

KFSH&RC does not warrant the completeness or accuracy of the information published on the website; nor guarantees or ensures that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law, KFSH&RC excludes all representations, warranties and conditions relating to this website and its usage.

(7) Limitations and exclusions of liability

- (a) Nothing in these terms and conditions shall: (a) limit or exclude the user liability for death or personal injury resulting from negligence due to use of the website; (b) limit or exclude your liability for fraud or fraudulent misrepresentation due to use of the website; (c) limit any or exclude your liabilities in any way that is not permitted under applicable law; or (d) exclude any of your liabilities that may not be excluded under applicable law.
- (b) The limitations and exclusions of liability set out under this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, and or tort (including negligence) and breach statutory duty.
- (c) To the extent that the website and the information and services on the website are provided, KFSH&RC shall not be liable for any loss or damage of any nature towards the user.
- (d) KFSH&RC shall not be liable for any losses arising out of any event or events resulting from the use of the website beyond its reasonable control.

- (e) KFSH&RC shall not be liable with respect to any personal or business losses of the user, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill or any situation activities.
- (f) KFSH&RC shall not be liable with respect to any loss or corruption of any data, database or software or any special, indirect or consequential loss or damage.

(8) Indemnity

You hereby indemnify KFSH&RC and undertake to keep KFSH&RC and its employees and those working under its control indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by KFSH&RC arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

(9) Breaches of these terms and conditions

Without prejudice to KFSH&RC other rights under these terms and conditions, if you breach these terms and conditions in any manner, KFSH&RC may take such action as it deems appropriate to such a breach, including suspending user access to the website, and prohibiting him/her from accessing the website, blocking computers using user's IP address from accessing the website, contacting user internet service provider to request that they block the access to the website and/or bringing to court any other appropriate proceedings against the user.

(10) Variation

These terms and conditions are subject to revision by KFSH&RC from time-to-time. Revised terms and conditions will apply to the use of our website from the date of its publication. Please check this page regularly to ensure you are familiar with the updated version.

(11) Assignment

KFSH&RC has the right to transfer, sub-contract or otherwise deal with its rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

The user has no right to transfer, sub-contract or otherwise deal with his/her rights and/or obligations under these terms and conditions.

(12) Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(13) Exclusion of third party rights

These terms and conditions are for the benefit of the user and KFSH&RC, General Organization, and are not intended to benefit any third party or be enforceable by any third party. The exercise of rights of KFSH&RC and the user in relation to these terms and conditions is not subject to the interference consent of any third party.

(14) Entire agreement

These terms and conditions, together with KFSH&RC privacy policy, constitute the entire agreement between you and KFSH&RC in relation to usage of the website, and supersede all previous agreements with respect to your use of this website.

(15) Law and jurisdiction

The agreement shall be subject and governed by and construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia.

(16) Name & Address:

King Faisal Specialist Hospital & Research Centre, General Organization
Takhassusi Street
P. O. Box 3354
Riyadh 11211
Kingdom of Saudi Arabia

You can contact us by email to patientrelation@kfshrc.edu.sa

(17) Definitions

KFSH&RC used in this document refers to all hospitals under the umbrella of King Faisal Specialist Hospital & Research Centre, General Organization. These include:

King Faisal Specialist Hospital & Research Centre, Riyadh

King Faisal Specialist Hospital & Research Centre, Jeddah

King Fahad National Centre for Children's Cancer

Legal Guardian shall mean any person who has full legal capacity and who has the right to represent and or consent for treatment of the patient according to the laws of the Kingdom of Saudi Arabia and the Hospital policy. Legal guardians for patients under the age of 18 years shall assume such a role according to the rules and regulations of the Kingdom of Saudi Arabia and the Hospital policy.

These terms and conditions are based on the rules and regulations of the Kingdom of Saudi Arabia.