

Terms of Use

Welcome to Mosaiced.org, a collaborative medical notes resource.

By accessing Mosaiced.org, or by submitting the registration information (at which point we ask you to agree to the Terms and Conditions of Use) you create an agreement with us. Under this agreement, you agree to be bound by these Terms and Conditions as amended from time-to-time. In return, we agree to allow you to access and use the Site until terminated in accordance with these Terms.

Please take the time to read these terms of use carefully as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions. If you do not agree with these Terms of Use, please do not register for Mosaiced.org, or access the site.

OVERVIEW

The following are terms of a legal agreement between you (hereinafter the "User") and Mosaiced Pty Ltd (ACN 605 769 560, ABN 68605769560) (hereinafter "Mosaiced"). By accessing, browsing, or using Mosaiced.org (hereinafter the "Site"), you acknowledge that you have read, understood, and agree to be bound by these terms (hereinafter the "Terms of Use") and to comply with all applicable laws and regulations. If you do not agree to these terms, please do not use this Web site.

Mosaiced may, without notice to you, at any time revise these Terms of Use and any other information contained in this website by updating this posting. Mosaiced may also make improvements or changes in the products, services, or programs described in this site at any time without notice.

These Terms of Use apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with Mosaiced.

It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

MEDICAL DISCLAIMER

Content on the Site is provided for educational assistance purposes only, and is provided for use by pre-medical students, medical students and medical professionals. It should not be used to self-diagnose or self-treatment. It is not intended as, nor should it be, a substitute for independent professional

medical care. We recommend that you consult your own physician regarding any diagnosis, medical investigations or course of treatment.

As content is submitted by individual users, Mosaiced cannot guarantee its accuracy and assumes no legal liability or responsibility for the accuracy, currency or completeness of the information.

Medical practitioners must make their own independent assessment before suggesting a diagnosis or recommending or instituting a course of treatment. The Site in no way should be seen as a replacement for consultation with colleagues and/ or other sources, nor as a substitute for conventional training and study.

If you are not medically qualified and are registering as a layperson, you further acknowledge that the content on the Site is provided for educational purposes only, and is provided for use by medical professionals and students. You agree to use the information solely for your own private educational purposes and further agree not to rely on the information in any way.

Ownership and Licences

USER CONTRIBUTED IMAGE CONTENT

All content which you contribute to this Site, (i.e. cases, images, diagrams and photos, and text), are, unless otherwise agreed by Mosaiced in writing at the time you contribute same, licensed by you under the [Creative Commons Attribution-Noncommercial-Share Alike 3.0 Unported licence](#) (hereafter "CC Licence"), as such licence is modified in accordance with these Terms.

Provided no copyright or licence breach occurs, image content licensed under a different licence (including but not limited to GNU General Public Licence, Creative Commons licences), may be obtained from a third party. In such cases the original licence should be included in the image description, and reference to the original source made in the form of a URL.

Image and text content (other than image content contributed by you) may not be modified, copied, distributed, reused, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part outside the bounds of the CC Licence, without prior written permission from the contributing user.

TEXT CONTENT

All text content on this site (including but not limited to articles, case descriptions, image descriptions and all communications you transmit to anyone through The Site) is the property of Mosaiced, and unless otherwise agreed by Mosaiced in writing, is licensed to you under the [CC Licence](#).

Text content may not be modified, copied, distributed, reused, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part outside the scope of this license, without prior written permission from Mosaiced.

Where you contribute any text content, you assign to Mosaiced, free of charge and effective on making such contribution, all right, title and interest in such content (including any copyright, but excluding any non-assignable personal rights) and warrant that you are entitled to make such assignment.

WARRANTY

In respect of all content which you contribute to the Site (hereafter "Your Content"), you warrant that:

- you have the right to contribute such content to the Site and to allow such content to be used in accordance with these Terms of Use. Mosaiced will endeavour, to the best of its ability to remove content flagged as being in breach of Copy Right and other Intellectual Property rights.
- before contributing such content, you have removed all information by which any person could reasonably be expected to be identified

MORAL RIGHTS

Despite any provision to the contrary at law or under the CC Licence, you consent to Mosaiced making, and allowing third parties to make, any use of Your Content which would otherwise infringe any non-assignable personal rights which may subsist therein.

MODIFICATIONS TO CC LICENCE

You acknowledge that Mosaiced.org is a "Collection" as defined in the CC licence. You further acknowledge that the CC Licence is amended as follows, in respect of Your Content:

- despite clauses 4(a) & (d), Mosaiced will endeavour to ensure appropriate attribution is made or is not made (as the case may be), but will not be liable in any way for failing to make appropriate attribution or failing to comply with any request to remove any attribution;
- despite clause 4(c), Mosaiced may accept commercial sponsorship to contribute to the costs of operating its sites, including Mosaiced.org;
- clause 7(a), does not apply and, whilst Mosaiced will endeavour to comply with any written request from you to remove any content contributed by you, it is under no obligation to do so. You further agree that Mosaiced's licence is perpetual and irrevocable and that damages are your sole remedy for any breach of the licence.
- despite clause 8(f), the Governing Law, Venue and Jurisdiction provisions set out in these Terms below also apply to the CC licence; and
- should Mosaiced wish to use, or receive a request to use, Your Content outside the bounds of the CC licence, you will not unreasonably withhold your consent to such use; and further, should Mosaiced, having used its reasonable efforts to contact you to seek such consent, be unable to contact you, Mosaiced may make a decision on your behalf at its discretion.

WEBPAGE INTERFACE

All designs, arrangements, graphics pertaining to the Site belong to Mosaiced.

Any use of the Content other than the limited one authorized above is strictly prohibited. You further agree that you will comply with the provisions of the Intellectual Property laws and regulations regarding inter alia the rights of database producers and in particular that you will not extract, by a permanent or temporary transfer, to any media and in any format, including through electronic means or otherwise in a substantially qualitative or quantitative manner, any data from the databases maintained on this Site, in whole or in part, including but not limited to users identities and that you will not reuse, in a substantially qualitative or quantitative manner, any such data, in whole or in part, on any media and in any format, with a view to putting the same at the public's disposal.

TRADEMARKS

All trademarks on the Site are either tradenames or registered trademarks of Mosaiced and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission of Mosaiced. All page headers, custom graphics, button icons, and logos are service marks, trademarks and/ or trade dress of Mosaiced, and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission of Mosaiced or such affiliates.

Other trademarks, registered trademarks, product names, and company names and/ or logos displayed on the Site are the property of their respective owners.

NOTICE OF COPYRIGHT INFRINGEMENT

If you believe that your copyrighted material has been improperly used on The Site, please Contact Us either by our internal messaging system on The Site or through E-mail via contact@mosaiced.org.

User Conduct

GENERAL

In using this Site, you agree:

- to comply with all policies of Mosaiced contained in or referred to on, this Site or as otherwise communicated to you by or on behalf of Mosaiced from time to time;
- not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked Web sites;
- not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web sites;
- not to upload, post, or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files;

- not to use or attempt to use another's account, service or system without authorization from MosaicED, or create or use a false identity on this Site;
- not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- not to divulge your username and password to others either on or off the Site;
- not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; and
- not use this Site to seek, provide or obtain specific medical advice, medical opinion, diagnosis or treatment as applied to a patient's particular condition or situation.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national and international laws and regulations.

ONLINE COMMUNITIES AND OTHER INTERACTIVE AREAS

The Site contains areas where you may post and share comments with other Site users on a variety of subjects. You agree that you will not post or otherwise disseminate on or through the Site unlawful, defamatory, harassing, libelous, tortious, abusive, offensive, threatening, or obscene communications or material of any kind, or materials which infringe or violate any third party's copyright, trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes illegal activities, including without limitation unauthorized uses of medical devices, or physical harm against anyone. MosaicED reserves the right but not the obligation to remove any materials it deems objectionable, in its sole discretion and without any reference to you. You agree to hold harmless MosaicED and parties with whom MosaicED has contracted for purposes of hosting or maintaining this Site (collectively referred to hereafter as "MosaicED and its Providers") from all claims from third parties based upon communications made or materials posted by you or upon your abuse of this Site.

You expressly agree that you will not discuss or refer to any particular patient, any particular patient's medical condition or any other information which could identify a particular patient. You further expressly agree that you will not discuss, endorse or refer to "off label" uses of medical products, including any uses which have not been approved by the Australian Therapeutic Goods Administration, the U.S. Food and Drug Administration or other applicable regulatory agency.

Privacy Policy

You acknowledge and agree that Mosaiced may use the data collected in the course of our relationship for the purposes identified in our Privacy Policy, which is incorporated by reference as if fully set forth in these Terms of Use.

Communication

By registering with MosaicED.org you agree to automatically signing up for bulk-emails from the site's administration team, communicated to you with the email address you provided when registering, announcements regarding the functionality of the MosaicED.org website, such as changes to Terms of Service and general announcements concerning the site and your interaction with it. You have the option to un-subscribe from such contact, which is facilitated through a Third Party Provider (Mailchimp), at any time but you will still receive emails as per your email preference on the MosaicED.org site.

Links and Third Party Content

LINKS TO OTHER WEB SITES

This Site may from time to time contain links to other Web sites. These links are provided as a convenience and do not constitute an endorsement, sponsorship (except in the case of "the sponsor" clearly identified) or recommendation by Mosaiced of or affiliation or association of Mosaiced with or responsibility of Mosaiced for the linked Web sites or any content, services or products available on or through such sites. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements.

Links do not imply that Mosaiced or this Site is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of ours or of any of our affiliates or subsidiaries.

This Site reserves the right to remove any and all links from any part of the Site posted by any user without consultation.

LINKS FROM OTHER WEB SITES

All links to this Site must be approved in writing by Mosaiced, except that Mosaiced consents to links in which:

- the link, when activated by a user, displays the Site full-screen and not within a "frame" on the linked Web site, and
- the appearance, position, and other aspects of the link do not (i) create the false appearance that an entity or its activities or products are associated with or sponsored by

Mosaiced or its affiliates, or (ii) be such as to damage or dilute the goodwill associated with the name and trademarks of Mosaiced or its affiliates.

In any event, you agree that Mosaiced reserves the right to withdraw this consent to link without reason or notice and at any time and you further undertake to delete any link for which Mosaiced's consent has been withdrawn.

THIRD PARTY CONTENT

This Site may from time to time contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements or postings in online community discussions. You agree that neither Mosaiced nor its affiliates shall have any liability whatsoever to you for any such third party material, data or information.

Disclaimers and Limitations of Liability

GENERAL DISCLAIMER

THIS SITE AND THE CONTENT AVAILABLE THROUGH IT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE "MEDICAL DISCLAIMER" ABOVE AND ANY OTHER CONDITIONS BROUGHT TO YOUR ATTENTION IN THE COURSE OF YOUR ACCESS TO, OR USE OF, THE SITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

EXCEPT AS OTHERWISE EXPRESSLY AGREED IN WRITING, MOSAICED AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY IMPLIED OR EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATING TO THE USE OF USE SITE. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW MOSAICED AND ITS PROVIDERS ASSUME NO RESPONSIBILITY FOR, AND MAKE NO WARRANTY OR REPRESENTATION:

as to, the accuracy, currency, completeness, reliability or usefulness of, any information obtained through use of this Site or of any advice, opinion, statement or other content or of any products or services distributed or made available by third parties through the Site;

- that confidentiality of information transmitted through the site will be maintained;
- that the Site will be of merchantable quality, fit for a particular purpose or meet your requirements;
- that any access to or use of the Site will:
 - o not infringe any rights (including intellectual property rights) of any third party; or
 - o be free of defects, viruses, or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of a computer system. You must take your own precautions to ensure that whatever you select for your use from this Site is free of defects, viruses or anything else (such as worms or Trojan horses) that may

interfere with or damage the operations of a computer system. MosaicED and its Providers are not liable to you or anyone else if interference with or damage to your computer system occurs in connection with your use of the Site. We do not warrant that your access to or use of the Site will be uninterrupted or error free.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH YOUR USE OF MOSAICED OR ANY ACCESS TO OR USE OF THIS SITE CREATES ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS AND CONDITIONS. YOU ACKNOWLEDGE THAT MOSAICED DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THIS SITE.

LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED IN THE FOLLOWING SENTENCE, IN NO EVENT WILL THE AGGREGATE LIABILITY OF MOSAICED AND ITS PROVIDERS TO YOU IN CONNECTION WITH THESE TERMS OF USE EXCEED AU \$500. WHERE ANY LEGISLATION IMPLIES IN THE AGREEMENT ANY TERM, CONDITION OR WARRANTY, AND ALSO RENDERS VOID ANY PROVISION IN A CONTRACT WHICH PURPORTS TO EXCLUDE OR MODIFY THE APPLICATION OR EXERCISE OF, OR LIABILITY UNDER, SUCH TERM, CONDITION OR WARRANTY, SUCH TERM, CONDITION OR WARRANTY WILL BE DEEMED TO BE INCLUDED IN THESE TERMS OF USE, HOWEVER, THE AGGREGATE LIABILITY OF MOSAICED AND ITS PROVIDERS FOR ANY BREACH OF SUCH TERM, CONDITION OR WARRANTY WILL BE LIMITED, AT MOSAICED'S OPTION, TO ANY ONE OR MORE OF THE FOLLOWING:

- (a) if the breach relates to goods:
 - o the replacement of the goods or supply of equivalent goods;
 - o the repair of such goods;
 - o the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - o the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - o the supplying of the services again; or
 - o the payment of the cost of having the services supplied again.

TO THE MAXIMUM EXTENT PERMITTED BY LAW MOSAICED AND ITS PROVIDERS EXCLUDE ALL LIABILITY TO ANY PERSON FOR LOSS OR DAMAGE OF ANY KIND (HOWSOEVER CAUSED, INCLUDING BY NEGLIGENCE) ARISING FROM OR RELATING IN ANY WAY TO ANY ACCESS TO OR USE OF THIS SITE (INCLUDING LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR COSTS OF REPLACEMENT GOODS, OR OTHERWISE, EVEN IF SAME HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES).

INDEMNITY

YOU MUST INDEMNIFY AND KEEP INDEMNIFIED MOSAICED AND ITS PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, LOSSES, LIABILITIES, COSTS, EXPENSES (INCLUDING INVESTIGATIVE COSTS, COURT COSTS, LEGAL FEES, PENALTIES, FINES AND INTEREST) AND DAMAGES OF ANY KIND (INCLUDING THOSE WHICH ARE PROSPECTIVE OR CONTINGENT) WHATSOEVER AND HOWSOEVER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF THE SITE, INCLUDING LIABILITY ARISING IN CONNECTION WITH YOUR BREACH OF THESE TERMS.

TERMINATION

Mosaiced may, as it sees fit, for any reason or no reason at all, without liability to you or any third party, terminate your registration or your access to the Site. If we exercise any such termination right we will send an E-mail to the E-mail address we then have with your registration details and termination will be effective upon us sending that e-mail (and will be considered effective even if the e-mail is not delivered for any reason).

You may terminate your registration for any reason at any time by sending an email to contact@mosaicd.org.

If your account is terminated, we may, as we see fit, delete any content relating to your use of the Site on our servers or otherwise in our possession. Immediately upon termination, either by you or us, you are not permitted to edit the Site.

Governing Law; Venue and Jurisdiction**APPLICABLE LAW**

These Terms of Use shall be governed by the laws of the state of Victoria Australia.

COMPETENT JURISDICTION

In the absence of mutual agreement, any dispute arising from the interpretation and/or performance of the present Terms of Use shall be submitted to the exclusive jurisdiction of the competent Australian Courts, of the state of Victoria