

Terms of Service

Effective Date: May 11, 2023

1. Overview

Welcome to Skin Trax. The Skin Trax mobile application ("App") is designed to enable users to take photos of skin lesions and track changes over time in order to help prevent skin cancer. This App does not diagnose or treat any health conditions or illnesses, including skin cancer. It is a tool to aid in self-monitoring and should be used in conjunction with professional medical advice and care.

The App is owned and operated by Skin Trax Inc. ("we", "us", or "our") and is subject to the following terms and conditions ("Terms of Service"). By accessing and using our App, you agree to comply with and be bound by these Terms of Service.

2. Privacy and HIPAA Compliance

Your privacy is of utmost importance to us. Skin Trax is compliant with the Health Insurance Portability and Accountability Act ("HIPAA"). All personal and health-related information you provide to us will be stored and handled in accordance with our Privacy Policy and applicable laws.

3. User Responsibilities

As a user, you are responsible for:

- Providing true, accurate, and complete information while using the App.
- Not using the App for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, invasive of another's privacy, abusive, harmful, or otherwise objectionable.
- Complying with all applicable laws in your jurisdiction, including, but not limited to, privacy laws and regulations.
- Not using the App for the purpose of impersonating others.

4. Limitation of Liability and Disclaimer

While we strive to provide accurate information through Skin Trax, the App is provided "as is" and on an "as available" basis. We do not guarantee the accuracy or completeness of any information provided through the App.

The App does not offer professional medical advice. The content available through the App is for informational purposes only. The App should not be used as a replacement for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified healthcare provider with any questions you may have regarding a medical condition.

We are not responsible for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

5. Intellectual Property Rights

All content, design, graphics, compilation, magnetic translation, digital conversion and other matters related to the App are protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights).

6. Changes to Terms of Service

We reserve the right to modify or replace these Terms of Service at any time. It is your responsibility to check this page periodically for changes.

7. Contact

If you have any questions about these Terms of Service, please contact us at help@skintrax.com.

8. User Account

To access and use some portions of the App, you may need to create a user account. You are responsible for maintaining the confidentiality of your account information and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security.

9. Termination

We reserve the right to terminate your access to the App, without any advance notice, for any reason whatsoever, including without limitation if you breach the Terms.

10. User Content

The App allows you to upload, store, and share content, including photos and comments ("User Content"). You retain ownership of any intellectual property rights in that User Content. When you upload or submit User Content to our App, you give us a worldwide license to use, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content.

11. No Warranties

The App is provided on an "as is" and "as available" basis. Skin Trax Inc. makes no representations or warranties of any kind, expressed or implied, as to the operation of the App or the information, content, materials, or products included on this App.

12. Indemnification

You agree to indemnify, defend and hold harmless Skin Trax Inc., its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the App, your violation of any terms of this Agreement or your violation of any rights of third parties, or your violation of any applicable laws, rules or regulations.

13. Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of the country in which Skin Trax Inc. is established, without regard to its conflict of law principles.

14. Severability

If any provision of these Terms of Service is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect.

15. Waiver

No waiver by Skin Trax Inc. of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Skin Trax Inc. to assert a right or provision under these Terms of Service does not constitute a waiver of such right or provision.

16. Entire Agreement

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the App constitutes the entire agreement and understanding between you and us and govern your use of the App, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

17. Notifications

Any notices or other communications provided by Skin Trax Inc. under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) within the App.

18. Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the App. Any feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

19. Force Majeure

We will not be considered in breach of or default under these Terms of Service or any contract with you, and we will not be liable to you for any cessation, interruption, or delay in the performance of our obligations hereunder by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, pandemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control.

20. Age Restriction

Our App is not intended for use by persons under the age of 13. By using our App, you represent and warrant that you are 13 years of age or older.

****By using the Skin Trax App, you acknowledge that you have read these Terms of Service, understood them, and agree to be bound by them.****