

UrDoc Terms of Use

enacted in Oct. 1, 2017

UrDoc Terms of Use (hereinafter referred to as "Terms") defines the condition of the use of service (hereinafter referred to as "Service") provided by Thirty Four Co., Ltd (hereinafter referred to as "Thirty Four") on this website between Thirty Four and users (who completed user registration under Article 2 (hereinafter referred to as "User")) of the website "UrDoc" (hereinafter referred to as "Site") operated by Thirty Four.

Before using this Service, carefully read and agree to this Terms. Please refrain from using this Service if you cannot agree to this Terms. Thirty Four assume that, by using this Service, you have agreed to all of the Terms.

Article 1 (Service)

1. This Service (i) provides an opportunity of online medical consultation (which means consultation about necessity of medical consultation and introduction of medical institutions according to necessity, and does not include acts corresponding to "examination" prescribed in Article 20 of the Doctor Act (Law No. 201 of 1951). The same shall apply hereinafter.) by medical institutions registered in this Site (hereinafter referred to as "Registered Medical Institutions"), or doctors and nurses (hereinafter referred to as "Registered Medical Professionals"), and (ii) introduces Registered Medical Institutions which can use foreign languages to non-Japanese Users. Through this Service, User can take online medical consultation from the Registered Medical Professionals, and can make reservations for consultation at the Registered Medical Institutions.
2. Contracts related to medical practices that the User has been provided from the Registered Medical Professionals or the Registered Medical Institutions which introduced on this Service (hereinafter referred to as the "Medical Contract") is established between the User and the Registered Medical Professional or the Registered Medical Institutions. Thirty Four is not a party of the Medical Contract. Thirty Four provides an opportunity of online medical consultation from the Registered Medical Professionals and information of the Registered Medical Institutions to the User. Thirty Four does not provide medical practices directly to the User. Thirty Four does not take responsibility for any acts of the Registered Medical Professionals and the Registered Medical Institutions.

Article 2 (User Registration)

1. If you want to use this Service through this Site, you need to register as a User in accordance with the Terms.

2. If you register as a User, you agree to comply with this Terms. If you cannot agree with this Terms, you may not use this Service.
3. When you register as a User, you need to enter your name, date of birth, address, e-mail address, and other items specified by Thirty Four and send it to Thirty Four on the form specified by Thirty Four.
4. User registration is based on these information Thirty Four received based on the preceding paragraph. User registration is completed by notifying approval of User registration to you.
5. User shall promptly change the contents of User registration on this Site, if the contents changed after the registration. User shall be responsible for any damages caused by not changing the contents promptly to the User him/herself, Thirty Four or third parties.
6. Thirty Four issues ID and password (hereinafter collectively referred to as "ID etc.") for using this Site to the User who completed User registration under this section. User do not use, transfer, lend, disclose etc. ID etc. to third parties and must strictly manage them. User shall immediately notify Thirty Four when the ID etc. are used by third parties. Thirty Four assumes no responsibility for any damage caused by the use of ID etc. to third parties based on the intention or negligence of the User.

Article 3 (How to Use)

1. Information provided by User in accordance with paragraph 1 of this Article is shared only with the Registered Medical Professionals and the Registered Medical Institutions that User has requested to provide the Medical Services. User agrees to share this information with these the Registered Medical Professionals and the Registered Medical Institutions under this section.

Article4 (Service Fee)

1. Thirty Four shall be able to change the Fee by notifying User in advance.
2. Thirty Four does not refund any Fee already paid by User regardless of any reason.

Article5 (Change, Suspend, Cancel or Terminate this Service)

1. If any of the following reasons exists, Thirty Four may change, suspend, cancel or terminate this Service without giving prior notice to the User. Thirty Four assumes no responsibility for damage of the User caused by such change, suspension, cancellation or termination.
 - (1) Maintenance of servers related to this Service, recovery or periodic maintenance of this Service, or change of specifications or repair of defects of this Service
 - (2) If natural disasters or other emergencies occurs or there is a possibility of occurrence, or the administration of this Service becomes difficult or impossible due to amendment or enactment of laws and regulations
 - (3) When Thirty Four decide that it is necessary to change, suspend, cancel or terminate this Service
2. Even if this Service is changed, suspended, canceled or terminated, there is no effect on the medical contract between User and the Registered Medical Professionals or the Registered Medical Institutions

which is signed before these events occur.

3. If any of the following reasons exists, Thirty Four may stop the use of this Service of the User partially or totally or delete the User's registration without giving prior notice to the User. Thirty Four assumes no responsibility for damage of the User caused by such suspension or deletion.
 - (1) If the User violates this Terms
 - (2) If the User Failure to pay the Fee even once
 - (3) If the User stops payment
 - (4) If seizure, provisional seizure, provisional disposition complaint, or delinquency, or a petition for commencement of bankruptcy proceedings or civil rehabilitation proceedings, has been ordered to the User or ordered by the User him/herself
 - (5) When receiving notification from the Registered Medical Professionals or the Registered Medical Institutions that the User is inappropriate as a user of this Service
 - (6) In cases Thirty Four determines that the User is the antisocial forces or the like or the User cooperates or involves in the maintenance and operation of antisocial forces or the like.
 - (7) When Thirty Four determines that the use of this Service by the User is inappropriate
4. User can delete his/her user registration according to the method defined by Thirty Four.

Article6 (Prohibition)

In order to use this Service, User shall not perform any act corresponding to the following

- (1) Register and announce false or incorrect information
- (2) Slander, threaten, compel or compromise a third party or Thirty Four
- (3) Infringe any rights of third party or Thirty Four including a copyright, trademark right and other intellectual property rights
- (4) Violate rights of third parties or Thirty Four property, privacy, honor, etc.
- (5) Activities such as sales activities, information provision for profit, etc. by using this Service
- (6) Using information acquired through this Service beyond the scope of private use such as copying, selling, publishing the information
- (7) Hinder or likely to hinder the operation of this Service and this Site and damages the credibility of a third party or Thirty Four
- (8) Contrary or likely to contrary to public order and morals
- (9) Violate or likely to violate laws and regulations

Article7 (Disclaimer)

1. Thirty Four does not guarantee the truthfulness, legality, safety, appropriateness, usefulness, freshness, or any other matter of the information provided by the Registered Medical Professionals or the Registered Medical Institutions. Thirty Four does not take responsibility for use or relying on the information.

2. Thirty Four does not guarantee the expertise or skill of the Registered Medical Professionals or the Registered Medical Institutions. Thirty Four is not responsible for any damages of User caused by lack of expertise or skill of the Registered Medical Professionals or the Registered Medical Institutions.
3. Thirty Four is not responsible for any acts or omission of the Registered Medical Professionals or the Registered Medical Institutions, including acts or omission based on the Medical Contract.
4. If User suffers the damage caused by or related to the use of this Service, the User can claim damages within the range of direct and normal damage that actually occurred only if there is a reason to be attributed to Thirty Four. However, User agrees that the total amount of compensation will be limited to up to the total amount of the Fee which Thirty Four received from the User in connection with this Service.

Article8 (Compensation)

If Thirty Four incurs any loss as a result of an act against the Terms or fraudulent or illegal act of User, the User shall compensate for any of the loss.

Article9 (Handling of Personal Data)

Thirty Four handles personal data of User according to the “Privacy Policy”. Thirty Four collect, use, manage and store or provide the personal data to a third party appropriately based on the Privacy Policy.

Article10 (Change of the Terms)

Thirty Four may change these Terms if necessary without notifying User in advance. When User uses this Site or this Service after changing this Terms, the User is deemed to have accepted the change and new Terms will apply.

Article11 (Governing Laws and Agreement Jurisdiction)

This Terms is governed by the laws of Japan, and if a need arises to litigate over this Terms, the Tokyo District Court will serve as the exclusive agreement jurisdiction court for first trial.