

Terms & Conditions - HealthTalkON

Last revised on 12 September 2021

These terms and conditions govern the way in which we supply Services to you, including online private sessions, free events, proofreading, short translations, and medical English materials. Please read these terms carefully before you use our Services and/or register an account with us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end your registration, what to do if there is a problem and other important information. All rights not expressly granted in these terms are hereby reserved. You agree to review this agreement periodically to ensure that you are aware of any amendments to this agreement, which may be made at any time.

INFORMATION ABOUT US AND HOW TO CONTACT US

HealthTalkON (<https://healthtalkon.com>) is an online platform where you can book online private sessions and seats for free events, have your English writing checked for language, and get access to medical English materials. HealthTalkON is created by Alexandra Vivien Bakó.

You can contact us using the following contact details:

Alexandra Vivien Bakó, HealthTalkON
1054-Hungary Budapest Honvéd utca 8. 1/2
Website: <https://healthtalkon.com>
Email: alexandrabako@healthtalkon.com
Phone number: 36309378042

1. Grant of licence

1.1. Online private sessions, classes, consultations

In consideration of your booking and payment, we hereby grant you a license to take part in the online private session/class/consultation ("Session") on the Zoom link you get in the confirmation e-mail of your booking. This license is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is subject to the rights and obligations granted under these Terms. This license is personal to you and cannot be shared or exchanged with others.

1.2. Proofreading

In consideration of your payment, we hereby grant you a license to use the text modified by us as your own. We do not claim authorship of your final text. We take appropriate security measures to limit abuse of and unauthorized access to your text and information included in your text. We store the text you send us and the proofread version of your text we send you for fourteen (14) days after the agreed deadline.

1.3. Medical English materials

In consideration of your payment, we hereby grant you a license to use the purchased e-learning materials ("Materials"). This license is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is subject to the rights and obligations granted under these Terms. This license is personal to you and cannot be shared or exchanged with others.

1.4. Free events

In consideration of your booking, we hereby grant you a license to take part in the online free event ("Event") on the Zoom link you get in the confirmation e-mail of your booking. This license is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is subject to the rights and obligations granted under these Terms. This license is personal to you and cannot be shared or exchanged with others.

1.5. Short translation

In consideration of your payment, we hereby grant you a license to use the translated text ("Translations") created by us. We do not claim authorship of the translated text.

2. Payment and Pricing

Online bank card payments are executed via the Barion system. The merchant does not get and store bank card data. Barion Payment Inc., the provider of this service, is an institution under the authority of the Central Bank of Hungary, its license number is: H-EN-I-1064/2013.

You may pay for our Services in HUF or EUR and the default currency will be selected by our website according to your location. Prices in EUR are calculated based on the exchange rate on the day of the purchase.

We reserve our right to review and change the pricing of any of our Services. This will not affect Services that have already been purchased.

You can also pay by direct bank transfer. If you select this option, we provide you with our bank account details after you place your order.

3. Access to Services

3.1. Online private sessions, classes, consultations

The starting time of your access to the Session(s) is deemed to be the time you booked and been confirmed via a confirmation e-mail sent from alexadrabako@healthtalkon.com. You can access the Session on the Zoom link sent to you in the confirmation e-mail only within the timeframe booked.

3.2. Proofreading

When you submit a request for proofreading, we make a decision whether we agree to proofreading your text and we let you know about our decision and offer within 48 hours. Our offer that we send contains an offered price and an offered deadline. If you accept our offer via e-mail, you agree to pay the bill we send within 8 days. We send you the confirmation e-mail and the bill after you express your acceptance of our offer. So long as we receive your payment, the starting date of your access to the proofread text is deemed to be the date set as a deadline in the confirmation e-mail sent from alexandrabako@healthtalkon.com. If you fail to pay the bill before the offered and agreed deadline, we restrict your access to the proofread text until your payment of the Service.

3.3. Medical English materials

In case of public Materials (e.g. MedWordsON) the starting date of your access to the Material(s) is deemed to be the date of purchase. After you purchased the Material you can access the Material with your username and password you set during registration. In case of

private Materials the starting date of your access to the Material(s) is the date you set as deadline while placing your order but the latest 72 hours after your payment. When your private Material is created, you get a notification email. After the notification email is sent out, you can access the Material with your username and password you set during registration.

Your login details are the methods used by us to identify you and so are very important. You are responsible for any payments due for services accessed through the website by anyone using your password details. Any information regarding someone using your password details should be advised to Alexandra Vivien Bakó, HealthTalkON immediately.

We will take all commercially reasonable steps to provide you with uninterrupted access to the Materials. However, your access may be restricted from time to time for reasons beyond our control. Such reasons include force majeure events, power outages and actions from computer hackers and others acting outside the law. Your access may also be interrupted due to software issues, server downtime, increased Internet traffic, programming errors, regular maintenance, and other related reasons. Where this is the case, we will take commercially reasonable steps to restore your full access within a reasonable period of time. ‘Commercially reasonable’ in these terms shall mean reasonable efforts taken in good faith, without an unduly burdensome use or expenditure of time, resources, personnel or money. Our joint aim is to provide materials of the highest quality. As such, improvements or changes to the Materials may occur at any time without prior notification in order to ensure that they are up to date and accurate.

3.4. Free events

The starting time of your access to the Event(s) is deemed to be the time you booked and been confirmed via a confirmation e-mail sent from alexadrabako@healthtalkon.com. You can access the Event on the Zoom link sent to you in the confirmation e-mail only within the timeframe booked.

3.5. Short translations

The starting time of your access to the Translation(s) is the date you set as deadline while placing your order but the latest 72 hours after your payment. The only exception is if you indicated in your order you request the Translation within 24 hours - in this case you get access to the Translation(s) within 24 hours after your payment. When the Translation of your submitted text is created, you get a notification email containing the Translation(s) sent from alexadrabako@healthtalkon.com.

4. Cancellation and Restriction Policy

4.1. Online private sessions, classes, consultations

You can cancel or reschedule your booked Session 24 hours before its starting time. If you do wish to cancel or reschedule your booking, you can do it in your profile at your booking data. You can access your profile with your username and password you set during your first booking. In case of rescheduling, your payment for the originally booked Session is valid for the new timeframe booked. In case of cancelling, you get a refund within fourteen (14) days of cancelling.

It is your responsibility to ensure that you meet the system requirements, including compatible hardware, software, telecommunications equipment and Internet service, prior to booking and purchasing access to a Session. We are unable to provide refunds where your

access to the Session is inhibited due to insufficient system requirements. We may restrict your access to the Session if you breach these terms, including without limitation:

- i) A failure to make any payment due to us 8 hours before your Session starts the latest; or
- ii) Failure to provide accurate information that is necessary for us to provide the Session to you.

In these circumstances, we will inform you in writing with seven (7) days' notice that your access to the Session will be restricted.

We reserve the right to cancel your booked Session and provide you a refund upon cancellation.

4.2. Proofreading

You can cancel your submitted request for proofreading until the time we send out the confirmation e-mail from alexandrabako@healthtalkon.com containing the price and deadline that we offered and you agreed to. After the confirmation e-mail is sent, no cancellation is possible.

We reserve the right to reject your submitted request if we cannot provide you with the Service until the requested deadline and/or if we deem your text to be out of the scope of our Services.

4.3. Medical English materials

In case of public Materials (e.g. MedWordsON), you get access immediately upon purchase, therefore you will not have the right to change your mind. In case of private Materials, you may cancel your order within 12 hours of purchase, so long as Materials have not been provided to you, downloaded, streamed or otherwise accessed. If you do wish to cancel, please contact us via email.

It is your responsibility to ensure that you meet the system requirements, including compatible hardware, software, telecommunications equipment and Internet service, prior to purchasing any content. We are unable to provide refunds where your access to the Materials is inhibited due to insufficient system requirements. We may restrict your access to the Materials if you breach these terms, including without limitation:

- i) A failure to make any payment due to us; or
- ii) Failure to provide accurate information that is necessary for us to provide the Materials to you.

In these circumstances, we will inform you in writing with seven (7) days' notice that your access to the Materials will be restricted.

The Materials may be taken off after a reasonable period of time from the website. You will be notified about the end of your access at least 30 days in advance.

4.4. Free events

You can cancel your booking to the Event(s) any time before the Events start with a cancellation e-mail sent to alexandrabako@healthtalkon.com from the e-mail address you used while booking your seat.

4.5. Short translations

You may cancel your order within 12 hours of purchase, so long as Translations have not been provided to you, downloaded, streamed or otherwise accessed. If you do wish to cancel, please contact us via email.

5. Intellectual Property

5.1. All Intellectual Property Rights concerning the Materials, Sessions, and Events are, and remain, the intellectual property of Alexandra Vivien Bakó, HealthTalkON.

5.2. You are not authorised to:

- (i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Materials and Sessions without prior written permission;
- (ii) record on video or audio tape, relay by videophone or other means the Materials, Sessions, and Events given;
- (iii) use the Materials in the provision of any other course or training whether given by us or any third party trainer;
- (iv) remove any copyright or other notice of HealthTalkON on the Materials;
- (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Materials.

Breach by you of this clause 5.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Materials, Sessions, and Events.

6. Liability

No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of medical advice.

No responsibility is taken for how much you learn from the Materials. You are responsible for your learning process. The Materials become available to you after your payment and you decide which parts you access, in what order, for how long.

7. Data Protection

We are committed to the security of personal data. We take appropriate security measures to limit abuse of and unauthorized access to personal data. This ensures that only the necessary persons have access to your data, that access to the data is protected, and that our security measures are regularly reviewed. For further details, please, refer to our [Privacy and Cookie Policies](#).