



[Terms and Conditions](#) | [Privacy Policy](#)

Introduction

This Policy governs our processing of your personal information and the way in which we deal with other data that is not personal information. “Personal information” is the English term for “personal data” as defined in the European Union’s General Data Protection Regulation EU2016/679 (“GDPR”). The term “processing” is used as defined in the GDPR. It includes collection, storage, and all of the ways we use, and allow you to use, personal information, when we provide our services. You are the data controller under the GDPR of the personal information you provide to us.

This privacy policy explains the personal data that DR-IV collects and processes, how it processes data and for what purposes it is collected and processed. This privacy policy further describes our commitment to preserving the privacy and security of your personal data. This policy applies to the interactions that DR-IV has with you through your use of DR-IV products and services.

Identity

The full name of our company is DR-IV. We are registered in France under registration number 90468046900015. Our registered address is 22 T Boulevard Dubouchage in NICE (France).

Legal framework

All data storage infrastructure is also located solely within France, and thus governed by the laws and regulations of France. DR-IV (“we”, “us” or “our”) is the data controller under the GDPR of all other personal information.

General overview

This Policy is divided into several sections to see which provisions apply to different types of data. The GDPR provides rights to European users, but, as a leading privacy company, we make the GDPR protections and rights available to all our users globally in respect of their personal data wherever you may live.

GDPR Principles For Processing Personal Data

DR-IV is committed to follow the following GDPR principles :

- Lawfulness, fairness and transparency when it comes to data processing.
- Purpose limitation: limitation of processing only to legitimate purposes.
- Data minimization : collect only what is necessary and relevant for the purpose of processing.
- Accuracy : data must be kept up-to-date.
- Storage limitation: collected information should be kept no longer than what is necessary for the purpose for which that data is processed.
- Integrity and confidentiality : ensure the security and protection of the collected data against unlawful and unauthorized processing.

Which law is this Policy related to ?

Subject to the rights that those in the European Union have under the GDPR, this Policy and its interpretation and operation are governed solely by the French law. DR-IV is subject to the same rights that those in the European Union have under the GDPR.

Which supervisory authority can you contact ?

If you have concerns or complaints about this policy or practices with regard to that you do not feel you can resolve through contacting us, you should bring those concerns to your local regulatory authority. For residents of the European Union, our primary Supervisory Authority is the Berlin Commissioner for Data Protection and Information Freedom.

In France, you can, at any time, file a complaint with the competent supervisory authority called CNIL (www.cnil.fr).

In general, to exercise your rights, please send your request. Regarding requests relating to your personal data which would reach us by mail, we ask you to indicate your e-mail address, last name, first name, postal address and to attach a copy of a document justifying your identity (national identity card by example).

We will send you a response within one (1) month of the date of receipt of your request. This period may be extended by two (2) additional months given the complexity and number of requests.

Data Collection

The MVP version of the website offers limited features that require to store user data. Only to billing details are required after having proceeded with your cart. The below information are mandatory :

- First Name
- Last Name
- Country / Region
- Street address
- Postcode / ZIP
- Town / City
- Phone
- Email address

Additional information can be filled in :

- Company Name
- Order notes

These data are used for commercial purpose and payment procedures. DR-IV does not store these details on its own database; the companies under the plugging used by the website are accountable regarding the use of these data. Please refer to the data policy of these companies for further details.

For invoicing and commercial purposes, we may keep your data during 3 years while you are subscribed to our services but subject to our suspension and termination rights.

The data sent / received can be read by anyone who has the link to access to.

You do not need to give us any information other than an email address to use a free DR-IV account for the MVP. For the coming versions, when you sign up for particular services on our website, you may need to give us the details required in our registration form and will need to keep that information up to date.

From time to time we may need to communicate with each other directly. We will use the email address you have included in the settings information in your account.

If you forget your password, you will lose access to all your data unless you have reset your password successfully.

We also have a legitimate interest in processing your data so that we can maintain and improve our systems and services and communicate with you.

We retain Account Data as long as your account is active. After account suspension or termination including where the administrator of a business account, within which you have used the services, termi-

Users sometimes request that an account be reactivated so we keep Account Data for 6 months for that purpose.

Any requests for access to, or correction of, Account Data that is not available to you when you are logged into your account, or if you cannot log in to your account, should be made to contact@dr-iv.com specifying the information in question. The information will be provided promptly, and at least within 6 months, without charge unless the request is manifestly unfounded or excessive. Corrections will be promptly considered and actioned if appropriate. In order to pursue our legitimate interest of preventing the creation of accounts by spam bots

or human spammers, DR-IV uses a variety of human verification methods. You may be asked to verify using either reCaptcha, Email, or SMS. IP addresses, email addresses, and phone numbers provided are saved temporarily in order to send you a verification code and to determine if you are a spammer.

If DR-IV has disclosed the Account Data to any third party only as a compliance authority, it will inform them of any correction where possible and will also inform the individuals about the third parties to whom the data has been disclosed where lawful and appropriate.

How do we use your data on the website ?

We may collect statistics about visits to our website to measure the number of visitors to different parts of the website, to assess user access patterns, to make the website load faster and otherwise to operate the website.

We may use analytics software or develop it internally to send crash information to our developers so that we can fix bugs rapidly.

Some platforms may also collect aggregate, anonymous statistics like which type of devices and operating systems that are most commonly used, the total number of installs, total number of uninstalls, and the total number of active users.

None of the software on our website will ever access or track any location-based information from your device at any time. Any personal data acquired during this process is anonymized.

Cookies and Web Beacons

Like any other website, DR-IV uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

We may use cookies or other similar technology for these purposes. It is necessary for us to do this so that we can accelerate login and loading of the encryption functionality of our website that you contract so that we can improve the functionality of our website and to provide offers of additional services.

By using our website, apps or our services, you specifically consent to our use of cookies and such other technology to collect data

Where the website has stored your login session, you can delete or disable that information from browser localStorage, but this will result in longer load times and/or the need to re-enter your account credentials every time you open the website.

We may :

- analyse and use the website usage data for marketing or statistical purposes as well as to improve the way we do business with our users ;

- serve advertisements or use third-party advertising companies to serve advertisements on the website and on third party sites, as well as to assist us in analysing our marketing and other business efforts.

We and these advertisers may use cookies or other similar technology to collect information about your visits to the website and other sites in order to provide targeted advertisements to you.

We collect and keep Website Usage Data with your consent to provide services and support related to the website and our services, for market and product research and to be able to give users promotional material and special offers on our services.

Children's Information

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

DR-IV does not knowingly collect any Personal Identifiable Information from children under the age of 18. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

Data access rights -how to exercise your rights ?

Access and restrictions

You have the right to request access to your Data, namely : the reasons why we hold your personal data (email for instance) the categories of data we hold; our use of your personal data; who has access to your personal data (and their location); where your personal data may be transferred ; how long we keep your personal data ; if you did not provide us with your personal data directly, how we obtained it; your rights under applicable laws and the ability to restrict processing; the possibility of lodging a complaint with the competent supervisory authority; whether we use your personal data for any automatic decision-making and how we do it. You have the right to request the rectification of your Data. You have the right to request the limitation of the processing of your Data.

It is important to note that this right only applies if (i) you dispute the accuracy of your Data for the period allowing us to verify the accuracy of the latter, (ii) you consider that we are unlawfully processing your Data and that you require a limitation of their use rather than an erasure, (iii) we no longer need your Data with regard to the purposes referred to in paragraph 3 but that these are still necessary for the recognition, the exercise or the defense of your rights in court, (iv) in the event of exercise of your right of opposition during the period of verification relating to whether the legitimate reasons which we are pursuing prevail over yours.

Deletion of data

You have the right to request the deletion of your Data. In case you send a request to delete your Data, no data may be kept in the form of archiving, except for the time necessary to meet its legal, accounting and tax obligations. You have the right to request to exercise your right to object to processing carried out for the purposes of commercial prospecting.

Post-mortem requests

You have the right to formulate specific and general post-mortem guidelines regarding the retention, erasure and communication of your Data. In the absence of any instructions, your heirs can contact our administrator in order to (i) access the Data processing and / or (ii) to close your Account on the Platform and / or oppose the further processing of your Data. In any case, you have the possibility to tell us, at any time, that you do not wish, in the event of death, that your Data be communicated to a third party.

How do we store your Data ?

All servers used in connection with the provisioning of the services (DR-IV Send and DR-IV Cloud) are located in OVH and wholly owned and operated by the Company.

Only employees of the Company have physical or other access to the servers.

What is our Data Retention policy ?

When an account is closed, data is immediately deleted from production servers. Deleted emails are also permanently deleted from production servers.

What are your responsibilities for protecting your data ?

You must ensure that anyone to whom you give access to any of our services or your Account Data complies with this Policy. You are responsible for their compliance

We strongly urge you to use best practices for ensuring the safety of your systems and devices (e.g. via unique passwords, security upgrades, firewall protection, anti-virus software, securing devices).

DR-IV will never send an email asking for your password or suggesting that you click a link to login to your account, so do not be fooled by any such email since it will not be from us. We cannot guarantee the security of computers or devices nor of transmission from and to your device over the Internet and thus cannot guarantee there will be no unauthorized access.

What is our role regarding the disclosure for civil or criminal enforcement ?

If we think it is necessary or we have to by law in any jurisdiction, then we are entitled to give your files, your messages and Account Data and any website Usage Data to competent authorities.

We reserve the right to assist any law enforcement agency with investigations, including disclosure of information to them or their agents.

We also reserve the right to comply with any legal processes, including but not limited to subpoenas, search warrants and court orders initiated by enforcement authorities or other third parties.

We may disclose your data to enforce or apply any other agreement we have with you, or to protect the rights, property, or safety of us or our other users, third parties or the operation of our services.

What is the policy regarding our related or affiliated entities, payment processors and resellers ?

You have a contract with DR-IV but our services (including personal information processing) may be provided by our related or affiliated entities, payment processors and resellers, in other jurisdictions, subject to applicable laws.

You authorize DR-IV and each of those related or affiliated entities to collect, store, share and otherwise process your data among themselves, as necessary to provide the services, subject to applicable laws. This will only be applied in an entity of a country of the European Union, or a country whose level of compliance has been approved by the European Commission. If the transfer is performed to a third party entity, the company undertakes to have these standards subscribed to this entity.

You authorise DR-IV and each of those related or affiliated entities, payment processors and resellers to collect, store, share and otherwise process.

Do we sell your data ?

We will never sell Your Files, Your Messages, any Account Data or any Website Usage Data. We will not disclose or otherwise Your Files, Your Messages, any Account Data or any Website Usage Data to a third party.

Can we contact you ?

We may send invoices, security or service updates and various other notices by email to the email address listed in your account. If appropriate, some of those notices will contain unsubscribe information so you can opt out of further receipt.

We will abide by any email unsubscription request (other than those we need to send for invoicing, security or service updates and other service provider purposes).

In some cases a person may receive an email from us asking the person to confirm their new DR-IV account email address, but in fact they haven't tried to open an account - someone else has started the process and used their email address either maliciously or by mistake.

In these cases, DR-IV has an ephemeral/incomplete account that might be used to upload and download files. On request, and after proving ownership of the email address, we will arrange for the account to be deleted.

Security measures

We undertake to implement the appropriate technical and organizational measures in order to guarantee a level of security adapted to the risk incurred for the rights and freedoms. These measures are defined to take into account the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risks identified.

Changes to our Policy

We may make changes to this Policy in the future. Any changes will be applied on a realtime basis.

Contact us

If you have any questions concerning this Policy, please contact us at contact@dr-iv.com.



Terms and Conditions | Terms of use

Introduction

These terms and conditions govern your use of our website ; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

The company DR-IV (“DR-IV,” “we,” “us,” “our”) thank you for visiting our website www.dr-iv.com (the “Site”). These Terms of Service (“Terms”) govern your access to and use of the Site and their related internet-based services, features, content, and functionality, including the Appointment Booking Service or the Payments features offered by the website.

By using the Service, you acknowledge that you have read, accepted, and agreed to be bound by these Terms. Our website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

Identity

The full name of our company is DR-IV. We are registered in France under registration number 90468046900015. Our registered address is 22 T Boulevard Dubouchage (06000 NICE).

Acceptance of terms

These Terms constitute an electronic contract that explains the legally binding terms of your use of the Service. By using the Service, you accept and agree to these Terms and any conditions or notices contained or referenced within. You acknowledge that these Terms may be modified by us at any time, in our sole discretion, and that any modifications will be effective upon posting. Your continued use of the Service shall indicate your acceptance of any modified terms. Further, you agree that we may at any time, in our sole discretion, with or without prior notice to you, modify, cancel, update, reconfigure, supplement, limit, terminate, or otherwise alter the Service or any part thereof, including as between different users, whether temporarily or permanently.

By using the Service, you also agree that we may send you various communications by email. After submitting a booking form you may receive occasional newsletters and offers from us via email. We will not sell or distribute your email address to any third party at any time. You can unsubscribe from these emails at any time. You agree to notify us promptly if your email address changes. This consent covers all actions you conduct through the Service. Should you decide that you do not wish to receive communications by email, please contact us at contact@dr-iv.com. Your withdrawal of consent will be effective within a reasonable time after we receive such notice.

We reserve the right to, and you acknowledge and consent that we may (but are not required to), monitor the Service to the extent permitted by law, including your communications and activities via the Service, and in connection with your access and use of the Service, including without limitation, the information provided by you and information about your geolocation.

General use of the service

Limited License

Subject to your compliance with these Terms, we hereby grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to: (i) access and use the Service on a device that you own or control solely in connection with your use of the Service; and (ii) access and use any content information and related materials that may be made available through the service to you, in each case solely for your personal use. Any rights not expressly granted herein are reserved by DR-IV and its licensors.

Prohibited Uses

Any commercial or promotional use, distribution, reproduction, or other exploitation of the service, or any content, code, data, or materials on either the Site or the App, is strictly prohibited unless you have received express prior written permission from us. Other than as expressly allowed in these Terms, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data, or materials on or available through the Service. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Service, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary notices. If you make other use of the Service, or its content, code, data or materials, except as otherwise provided above, you may violate copyright and other laws of France, other countries, or applicable state laws and may be subject to liability for such unauthorized use. You shall not: (i) engage in spidering, “screen scraping,” “database scraping,” harvesting of email or other addresses, contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Service, including without limitation any information residing on any server or database connected to the Service; (ii) obtain or attempt to obtain unauthorized access to computer systems, materials, or information through any means; (iii) use the Service in any manner with the intent to interrupt, damage, disable, overburden, or impair the Service, including, without limitation, sending mass unsolicited messages or “flooding” servers with requests; (iv) use the Service in violation of our or any third party’s intellectual property or other proprietary or legal rights ;

(v) insert your own or a third party's advertising, branding or other promotional content into any of the Service's content, materials or services; or (vi) use the Service in violation of any applicable law. You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Service, or any content thereof, or make any unauthorized use thereof. You agree that you shall not sue the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service.

Proprietary Rights

The Service is the proprietary property of DR-IV and/or its third party licensors, and is protected by the French law and foreign copyright, trademark, and other intellectual property laws. Your use of the Service does not grant you ownership of any content, code, data or materials you may access on or through the Service, or download from the Service.

Medical disclaimer

DR-IV Service is designed to enable you to request and book certain intravenous hydration services to be provided by a licensed medical professional. We only schedule your requested service(s) and bill you on behalf of the licensed medical professional. We do not provide medical care services. Our Service is not engaged in the practice of medicine and is not a health care provider.

A licensed health care professional, who has contracted with us, will perform the requested healthcare services for you. The health care professional with which you establish a treatment relationship is solely responsible for providing you with medical services.

We encourage you to consult with your own health care provider prior to using DR-IV Service to book any health care service or if you have any questions regarding any potential health care service. The Service is only available to individuals who are at least 18 years old. If you are not 18 years old, please

do not use our Service.

IV Therapy

DR-IV therapy is a modern and reliable delivery method of fluids through the veins. The fluids contain essential vitamins and minerals delivered via an IV drip or injection into the vein.

IV therapies are performed by our trained experts, nurses or physicians. They can be administered for a variety of reasons which include tiredness, anxiety, immune system protection, morning sickness. The company is not accountable in case the customer lies on his needs and requirements.

DR-IV teams are committed to offer the safest and most pleasant experience to our customers. One injection can last between 30 min to 60 min for 500 ML.

Several products have been developed to fit with the customers' specific needs : Back to Life, NAD Secret, Harmony, the Shield and Skinny Beach. The list is not exhaustive and the product naming rules can change along the time.

Procedure of injection

Our services are focused on convenience which means you can schedule an appointment anytime, at your own place. After a preliminary medical exam, you will be seated somewhere comfortable for the duration of the therapy. The Dr-IV expert will disinfect the injection site and place a needle directly in a vein, usually in your arm. After the IV is inserted, he will check the pump to ensure the rate of delivery is accurate. The vitamins contained in the fluid will be directly absorbed into your bloodstream, for immediate results. During the IV therapy, the company allows the customer to read a book, watch a movie or enjoy music. The Dr-IV expert will stay at your disposal for any questions or observations you may have. After the injection, if needed, you can contact our team up to 48 hours after the injection. In case you feel bad, feel free to contact your physician or go to hospital.

Prices

The prices are valid for the respective concluded contract. The offered prices are current prices and can be offered in multiple currencies. Prices can be subject to change. Conciergerie fees are included in the total price provided to the customer.

Payments

Payments.

By booking an appointment for DR-IV services through the Service, you agree to pay DR-IV the fee indicated for the booked service. Payments may be charged :

- at the time of scheduling or at the time of service (through our Stripe, Lyf Pro, paypal or other similar payment options on dr-iv.com)
- at the counter : the day of your transactions through our payment terminal · after the service in specific cases through withdrawals or similar payment solutions

Cancellation

- We require at least 24-hour advanced notice hour advanced notice of cancellation
- You will be charged the full amount of the booked service should you not provide at least 24-hour advanced notice of cancellation.
- If you book your service less than 24-hours in advance, you may not cancel.

Group appointments (parties of two (2) or more) follow the same parameters as single appointments and will be charged for all people booked unless you provide 24-hour advanced notice of any cancellations.

- Missed appointments are non-refundable
- If your appointment is canceled more than 72 hours before the booking, we will issue a full refund.
- If your appointment is canceled within 24 to 72 hours of the booking, we will issue a refund but charge a 150 € cancellation fee.
- In the event that the medical professional is unable to perform the booked services due to circumstances outside of the patient's control or for reasons other than the patient's medical condition or health, you will receive a full refund or credit.
- In the event that the medical professional is unable to perform the booked services due to (1) your current or previous medical history, condition, or reason, or (2) due to circumstances outside of the medical professional's control after the insertion of the I.V. needle, you will receive a credit or refund for the full amount of the services scheduled.
- By using the Booking Services, you hereby agree DR-IV has the right and authorize DR-IV to automatically charge your credit card (or other payment methods) for the applicable fees or charges, plus any applicable taxes.
- If during the Booking Service process, you misrepresent yourself in any manner, including but not limited to, misrepresentation of your age or medical history, DR-IV reserves the right to cancel your booked service without notice and charge you the full amount. If at the time of your booked service, you are under the influence of drugs or alcohol, DR-IV will not perform the service and you will be charged the full amount.

Indemnification

You agree to release, indemnify, defend and hold harmless IV Drip, its parent, subsidiaries and affiliates and its and their shareholders, officers, directors, employees, agents, and advisors, from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable legal fees and costs (whether brought by third parties or otherwise) (collectively, “Claims”) due to or arising in any way from your use of the Service, your placement or transmission of any message, any content, or other information or materials through the Service, or your breach or violation of the law or of these Terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this Section.

Third-party websites or service

Our Site may contain links to, or advertisements and content from, other websites, including those of third parties or business partners (“Linked Sites”). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code, or other materials which may or may not be provided by or through Linked Sites. The inclusion of any link to such sites or third-party advertisements on our Service does not imply our endorsement or recommendation and we make no representations or warranties with respect to such sites or advertisements or their respective goods or services. Any reliance on third-party sites and advertisements is done at your own risk.

Disclaimer of warranties

WE PROVIDE THE SERVICE “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, SECURITY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. WE DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION (i) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WORKMAN-LIKE EFFORT, ACCURACY, TITLE, AND NON-INFRINGEMENT, (ii) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (iii) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of liability

Exclusion of Certain Liability

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE YOU ACCESS TO THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DRIP HYDRATION, OUR DIRECTORS, ADVISORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE “PROTECTED ENTITIES”) SHALL NOT BE LIABLE FOR (i) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (ii) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE PROTECTED ENTITIES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND THESE TERMS WILL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE, EVEN IF YOUR REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

Term and termination

These Terms remain in full force and effect until they are terminated pursuant to the terms herein, however, either party may terminate these Terms at any time without notice. Upon any termination or expiration, DR-IV will stop providing the Service to you.

Information

We do not warrant or guarantee the accuracy, completeness, or timeliness of any information available via the Service. We do not authorize the use of information available via the Service for any purpose other than your personal use.

You may not resell, redistribute or use this information for commercial purposes.

Availability

Our goal is to provide a product with outstanding uptime and reliability. Planned downtime, intellectual property claims, and matters outside of our reasonable control are some of the circumstances that may lead to the Service being unavailable. Although we strive to operate without interruption, we do not guarantee that the Service will always be made available.

Information security

We have used commercially reasonable efforts to implement a variety of administrative, managerial, and technical security measures designed to protect your personal information from unauthorized use and disclosure. We cannot, however, guarantee the security of the information contained in your User Account or otherwise collected by us and we cannot promise that such measures will prevent third-party “hackers” from illegally accessing the Service or its contents. We are not responsible or liable for any third-party access to or use of the information contained in your account or otherwise collected by us.

International visitors

We control and operate the Service from France. We do not represent that materials on the Service are appropriate or available for use in other locations. Persons who choose to access the Service from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Intellectual property and copyright infringement

We respect the intellectual property rights of others and ask our users, advertisers, licensors, and service providers to do the same.

If you believe that your intellectual property is accessible on our Site in a way that constitutes infringement, please contact us at contact@dr-iv.com.

Electronic communications

The very nature of the Service provides communications by us and by electronic means (e.g., via email, text message). For purposes of forming a legally binding agreement, you consent to receive communications from us in an electronic form and agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any applicable legal requirements, including that these be made in writing. You acknowledge that there is an inherent risk in the use of the Internet and that the information transmitted through the Internet in general is not confidential. We cannot and do not guarantee the privacy or protection of any electronic communications through the Internet.

Remedies for breach

If we determine, in our sole discretion, that you have breached any portion of these Terms, or have otherwise demonstrated conduct inappropriate for the Site or App, we reserve the right to:

- (i) remove your name and information from our notification lists;
- (ii) notify and/or fully cooperate with the proper law enforcement authorities for further action;
- (iii) discontinue your ability to use the Service; and/or (iv) any other action which we deem to be appropriate.

If your ability to access the Services is discontinued by us due to your violation of any portion of the Terms or for conduct otherwise inappropriate, in our sole discretion, then you agree that you shall not attempt to re-register with or access the Services and/or any other product, content, or service provided by us, through use of a different name or otherwise.

The remedies contained in the Terms are not the exclusive remedies for your breach, but will be in addition to all other remedies available to us by law or in equity.

Other terms

Assignment

You may not assign or otherwise transfer any rights, or delegate or otherwise transfer any of your obligations or performance, under these Terms, in each case whether voluntary, involuntary, by operation of law, or otherwise, without our prior written consent. Any purported assignment, delegation, or transfer in violation of this section is void. DR-IV may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

Entire agreement

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

The use of the terms “includes,” “including,” “such as,” and similar terms, will be deemed not to limit what else may be included. The headings in these Terms are for reference only and do not affect the interpretation of these Terms.

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.

User account

In order to access certain features of the Service, you may be asked to create a User Account. In creating a User Account, you may be asked to provide certain personalized information to us. Our information collection and use policies with respect to the privacy of such information are set forth in the Service’s Privacy Policy, which is incorporated herein by reference for all purposes. It is your responsibility to provide us with accurate, complete, and up-to-date information for your account. You agree to promptly update such information as needed.

When you create a User Account, you agree to take full responsibility for maintaining the confidentiality of your access credentials used to log into the Service (e.g., username and password), and for all activity that is generated by your User Account. You may not permit anyone else to use your access credentials, and you may not use anyone else's access credentials. You may not attempt to gain unauthorized access to any other user's access credentials. You agree to immediately notify us in the event that (i) your access credentials are lost or stolen, or (ii) you become aware of any unauthorized use of your access credentials or of any other breach of security that might affect the Service. We are not responsible for any loss or damage arising from someone else using your access credentials or your failure to comply with this section.

Contact us

If you have any questions concerning these Terms, please contact us at contact@dr-iv.com.