



GLOBAL HEALING
MODERN MEDICINE FOR THE
DEVELOPING WORLD

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COMPLETE AND RETURN TO:

Phototherapy Light Meter Beneficiary Application – Individual

Hospital Name			
Contact name			
Mailing Address Line 1			
Mailing Address Line 2			
Mailing Address Line 3			
Country			
Phone		Fax	
Email			
Manufacturer/ Model of Phototherapy			

Note: Only hospitals with functioning phototherapy lights are eligible to receive a meter. By requesting a meter, you are certifying that the hospital has functioning phototherapy lights. The meter is to be used only at public medical facilities, or at independent medical facilities that do not deny medical treatment based on race, religion, sex, gender, sexual orientation or other characteristics.

As an authorized representative of the beneficiary hospital, I certify that the above information is true and correct.

Signature (required): _____

Date: _____

Name (printed): _____

Title: _____

Terms and Conditions of Phototherapy Light Meter Use

1. Definitions

“End-User” means each person or entity using the meter. An authorized representative from the End-User’s Ministry of Health may sign on behalf of the End-User. By doing so, the representative assumes responsibilities of the End-User to execute all responsibilities of the End-User.

“Meter” means the Phototherapy Light Meter manufactured by Global Healing

“Remote technical support” refers to assistance related to medical equipment or devices, including the Phototherapy Light Meter

“Consultation” refers to information regarding medical practice

“Confidential Information” means all information relating to these Terms and Conditions, their subject matter, the business of either party, any information that either party discloses to the other party or that either party gains through its dealings with the other party that that party should reasonably assume is confidential, and any information notified by either party at the time of disclosing it to the other party to be confidential.

2. General

Global Healing shall provide the meter and accompanying technical support and consultation based on these Terms and Conditions.

3. Term

Remote technical support and consultation will be available for no less than 24 months following written acceptance of the Terms and Conditions by the End-User.

4. Public Use Only

The meter is to be used only at public medical facilities, or at independent medical facilities that offer medical services to all individuals seeking treatment, indiscriminately to race, religion, sex, gender, sexual orientation or other characteristics.

5. Provision of Meter

5.1 Global Healing will provide one meter per medical facility, unless the medical facility has a patient capacity that warrants multiple meters to ensure timely validation of phototherapy lights.

5.2 The meter is provided by Global Healing on an “AS IS” basis without any representations, warranties or conditions of any kind, whether express or implied, statutory, out of a course of dealing or usage, trade or otherwise, including any implied warranties or conditions or merchantability, merchantable quality, fitness for any particular purpose or use of noninfringement. Global Healing does not warrant or guarantee that the meter will be error free.

5.3 Global Healing will pay for shipping costs to the Port of Entry of the End-User’s country. Global Healing assumes no responsibility to clear the meter through customs, nor pay any related duties, taxes or levies charged by the destination country. Clearance through customs remains the sole responsibility of the End-User.

5.4 Provision of the meter in no way binds Global Healing to any further assistance, remote or on-site, be it operational, administrative, consultative, financial or otherwise.

5.5 End-User acknowledges and agrees that Global Healing and its licensors own and retain ownership of all intellectual property rights in the meter, including without limitation all patents, copyrights, authors’ rights, trademarks, trade names, know-how and trade secrets, irrespective of whether such rights arise under U.S. or international intellectual property, unfair competition or trade secret laws.

6. End-User’s Use of Meter

6.1 The End-User must use the meter only for its own internal purposes. The End-User shall not sell, modify, or distribute the meter or individual components thereof to any third party, or for any private or commercial purpose.

6.2 The End-User shall take all reasonable precautions to prevent theft, damage or malfunction of the meter.

6.3 The End-User shall:

- (a) not use the meter for any unlawful purpose;
- (b) use the meter only in accordance with the instructions provided;
- (c) ensure that its use of the requested meter complies with these Terms and Conditions; or
- (d) not tamper with the label identifying the Meter Registration number and the sponsors of the meter.

6.4 Following twelve months of use, the End-User must submit a Product Survey to Global Healing.

7. Indemnity

The End-User shall indemnify Global healing and/or its representatives against and pay the costs, (including legal costs, on a solicitor and own client basis, all court costs, witness fees and expenses and disbursements) and damages of any claim or any settlement, resulting from the End-User's use of the meter or the End-User's breach of these Terms and Conditions. Global healing shall inform the End-User of any such claims or proceedings and shall reasonably assist the End-User, at the End-User's expense, in defending any such claims or proceedings.

8. Assignment

The End-User shall not assign or purport to assign its rights to receive the meter.

9. Confidential Information

9.1 Each party recognizes and acknowledges the Confidential Information of the other.

9.2 Neither party will use or disclose any Confidential Information disclosed to it by the other party other than:

- (a) to its employees to the extent necessary to enable delivery or use of the meter and services;
- (b) with the express prior written consent of the other party;
- (c) to its professional advisers;
- (d) information that has entered the public domain otherwise than as a result of a party's breach of these Terms and Conditions; or
- (e) as required by law.

9.3. Publicity

Global Healing reserves the right to publish the name and basic location details in publicity materials online, in print or verbally to promote its program services. Any photos, videos, testimonials or other material provided on the Product Survey are subject to reproduction for promotional purposes.

10. Liability

To the maximum extent permitted by law, in no event shall Global Healing be liable for any indirect, consequential, incidental, special, reliance, punitive or other damages or expenses of any kind, including but not limited to any loss of profits or revenue, loss of business or business opportunity, lost data, lost goodwill, costs of cover, arising out of or related to this agreement, the meter, remote technical assistance or consultation, however caused and on any theory of liability, whether arising in breach of contract, tort, negligence, breach of statute, equity or other otherwise, even if company has been advised of the possibility of such damages and notwithstanding the failure of the essential purpose of any limited remedy states herein.

11. Termination

Without prejudice to any other rights, Global Healing shall be entitled to:

- (a) terminate any remote technical assistance or consultation to the End-User immediately, if the End-User has failed to comply with these Terms and Conditions, without being required to refund any part of any fees paid by the End-User in respect of the meter; or
- (b) repossess the meter(s) provided if the End-User fails to meets its obligations per these Terms and Conditions.

12. Partial Invalidity

If any provision of these Terms and Conditions is invalid or unenforceable to any extent, the remainder of these Terms and Conditions shall not be affected and shall remain enforceable to the greatest extent permitted by law.

13. Force Majeure

Global Healing and/or its representatives shall not be liable for any failures due to any cause reasonably outside the control of Global Healing.

14. Arbitration and Venue.

Except with respect to claims for injunctive relief as described below, the parties shall submit any and all disputes arising out of these Terms and Conditions, the meter, any remote technical assistance or consultation provided hereunder to arbitration before the American Arbitration Association (AAA) under its then-current commercial rules. The arbitration shall take place exclusively in Alameda County, California. One arbitrator shall be selected by the parties to hear the dispute. If the parties are unable to agree on such selection, the AAA shall choose the arbitrator under its rules. The arbitrator shall be experienced in hearing matters involving commercial disputes of a similar nature. The losing party shall pay the costs of the arbitration. The arbitrator shall award reasonable attorneys fees and costs to the prevailing party. Notwithstanding the above provisions relating to arbitration, Global Healing may seek and obtain

equitable relief under these Terms and Conditions for breach of its intellectual property rights, and either party may apply to any court for enforcement of any arbitration award rendered pursuant to this Section. The parties agree that the federal and state courts located in or having jurisdiction over Alameda County, California, shall have the exclusive jurisdiction over any action brought to enforce the rights and obligations in or arising from these Terms and Conditions and each of the parties hereto irrevocably submits to the jurisdiction of such courts to the exclusion of all other judicial forum(s).

15. Governing Law.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California applicable to agreements entered into, and to be performed entirely, within California between California residents. The United Nations Convention on the International Sale of Products will not apply.

16. Entire Agreement

These Terms and Conditions constitute the complete agreement between the parties, superseding any prior agreement or any other communications between or on behalf of the parties relating to the subject matter of these Terms and Conditions. No modification to these Terms and Conditions, nor any waiver of any rights, shall be effective unless agreed to in writing by both parties. If any portion of these Terms and Conditions is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of these Terms and Conditions, and the parties shall seek in good faith to agree to substitute for the invalid provision a valid provision that most closely approximates its terms.

I understand and agree to these Terms and Conditions. By signing below I accept the aforementioned responsibilities and submit to these Terms and Conditions.

Signature of Authorized Representative

Date

Name (printed)

Title