

## Terms & Conditions

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### 1.

1.1. United Arab Emirates (UAE) is our Country of Domicile.

1.2. Checkurhealth.com makes no representation that this website is appropriate for use in other locations.

1.3. If you use this Site from other locations you are responsible for ensuring compliance with local laws

1.4. You may not use, export or re-export any materials from this website in violation of any applicable laws or regulations, including, but not limited to any U.A.E export laws and regulations

### 2.

2.1. You are granted a limited, non-exclusive, revocable and non-transferable license to utilize and access the website pursuant to the requirements and restrictions of these Terms of Use.

2.2. Checkurhealth.com may change, suspend, or discontinue any aspect of the website at any time.

2.3. Checkurhealth.com may also, without notice or liability, impose limits on certain features and services or restrict your access to all or portions of the Site.

2.4. You shall have no rights to the proprietary software and related documentation, if any, provided to you in order to access the website.

2.5. Except as provided in the Terms of Use, you shall have no right to directly or indirectly, own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve, or create any new or derivative works from, or display, distribute, perform, or in any way exploit the website, or any of its contents (including software) in whole or in part.

3. The Laws of the United Arab Emirates shall govern the use of this website and the Terms and conditions of Use, without regards to conflict of laws principals. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in U.A.E.

#### 4.

4.1. By visiting the Site, you represent, warrant and covenant that:

- a) you are at least 18 years old.
- b) all materials of any kind submitted by you to Checkurhealth.com through the website or for inclusion on the website will not plagiarize, violate or infringe upon the rights of any third-party including trade secret, copyright, trademark, trade dress, privacy, patent, or other personal or proprietary rights.

4.2. The customer using the website who are Minor /under the age of 18 shall not register as a User of the website and shall not transact on or use the website.

5. The displayed price and currency selected by you, will be the same price and currency charged to the Card and printed on the Transaction Receipt.

#### 6.

6.1. Checkurhealth.com accepts payment by Visa or Mastercard, debit and credit cards in Arab Emirates Dirhams (AED) for the booking/s of the services promoted by services providers.

6.2. All online purchases are also governed by the terms and conditions of respective merchant service providers. Please review respective merchant service provider's user agreement and privacy policy before entering any transaction.

6.3. Multiple booking orders may result in multiple postings to the cardholder's monthly statement.

6.4. These Terms of Use supersede all other written and oral communications or agreements with regard to the subject matters discussed in these Terms of Use.

6.5. A waiver or modification of these Terms of Use belongs to Bab Al Omniyat Portal L.L.C. Management.

6.6. All refunds will be made onto the original mode of payment.

6.7. The cardholder must retain a copy of transaction records and Merchant policies and rules.

7. Checkurhealth.com will not trade with or provide any services to individuals and companies owned or controlled by, or acting for or on behalf of, Office Foreign Asset Control (OFAC) targeted countries and individuals, groups, and entities, such as terrorists and narcotics traffickers designated under the OFAC programs that are not country-specific.

#### 8.

8.1. You agree that you are only authorized to visit, view and to retain a copy of pages of this website for your own personal use, that you shall not duplicate, download, publish, modify or otherwise distribute the material on this website for any purpose other than for personal use, unless otherwise specifically authorized by Checkurhealth.com to do so.

8.2. You also agree not to deep-link to the website for any purpose, unless specifically authorized by Checkurhealth.com to do so. The content and software on this website is the property of Checkurhealth.com.

#### 9.

9.1. If you use www.checkurhealth.com website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your account from any devices, and you agree to accept responsibility for all activities that occur under your account or password.

9.2. Checkurhealth.com shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

## 10.

10.1. This website may not be used by you for any commercial purposes such as to conduct sales of merchandise or services of any kind. You must obtain BAB AL OMNIYAT PORTAL LLC 's prior written consent to make commercial offers of any kind on this website, whether by advertising, solicitations, links, or any other form of communication.

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## 11.

11.1. This website may automatically produce search results that reference and/or link to third party websites throughout the World Wide Web. Checkurhealth.com has no control over such search results or the content within them.

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11.5. You may not create a link to a page, part or whole of the website, without prior written consent from Checkurhealth.com.

## 12.

Checkurhealth.com may terminate the privileges of any user who uses this website to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. If you submit information to this website, you warrant that the information does not infringe the copyrights or other rights of third parties.

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13.9. At Checkurhealth.com's request, you must execute, or obtain the execution of, any instrument that may be necessary to assign these rights, titles or interests to Checkurhealth.com or perfect these rights, titles or interests in Checkurhealth.com's name.

#### 14.

14.1. Checkurhealth.com makes no warranty or representation of any kind, either express or implied, including but not limited to warranty of title or non-infringement or implied warranty of merchantability, fitness for a particular purpose, non-infringement or other violation of rights in relation to the availability, accuracy, validity, reliability or content of these pages and/or the website.

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14.5. Although Checkurhealth.com shall endeavor to navigate our users to the best healthcare provider, it makes no warranties expressed or implied regarding the services provided by the said service provider.

14.6. Checkurhealth.com shall not be responsible in case communication is not received by the customer regarding appointment schedules or reporting due to incomplete information provided by the user.

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14.9. Checkurhealth.com does not make representation or warranty any services, investigations or other medically related tests and services promoted by the third party.

14.10. Checkurhealth.com or its affiliates, or agents do not give any medical advice, including, but not limited to laboratory investigations or clinical services, and request you to consult your healthcare provider before utilizing its services.

14.11. Some jurisdictions do not allow exclusion of certain warranties or limitations of liability, so the above limitations or exclusions may not apply to you. The liability of Checkurhealth.com would in such case be limited to the greatest extent of liability permitted by law.

#### 15.

15.1. You understand and agree that in Checkurhealth.com's sole discretion, and without prior notice, Checkurhealth.com may terminate your access to this website, or exercise any other remedy available and remove any unauthorized user information, if Checkurhealth.com believes that the information you provide has violated or is inconsistent with these Terms & Conditions of Use, or violates the rights of Checkurhealth.com, or any third party, or violates the law.

15.2. You agree that monetary damages may not provide a sufficient remedy to Checkurhealth.com for violations of these Terms & Conditions of Use and you consent to injunctive or other equitable relief for such violations. Checkurhealth.com may release user information about you if required by law or subpoena.

16. You agree to indemnify and hold Checkurhealth.com, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to your use of the website and its services, including also your use of the website to provide a link to another website or to upload content or other information to the website, or your breach of the Terms & Conditions of Use.

17.

17.1. By providing materials to Checkurhealth.com, including by submitting or uploading content or materials for use on the website you represent and warrant that you or the owner of all rights to such content or materials has expressly granted Checkurhealth.com an irrevocable world-wide right in all languages and in perpetuity to use and exploit all or any part of the content and materials provided by you.

17.2. Checkurhealth.com may publish and distribute any such submitted content or materials at its sole discretion by any method now existing or later developed.

17.3. You agree that you shall waive all claims and have no recourse against Checkurhealth.com for any alleged or actual infringement or misappropriation of any proprietary rights in any communication, content or material submitted to Checkurhealth.com.

17.4. Any communication or materials you send to Checkurhealth.com will be treated as non-confidential and non-proprietary and may be disseminated or used by Checkurhealth.com for any purpose, including, but not limited to, developing, creating, manufacturing or marketing products or services.

17.5. You may not use Checkurhealth.com's name, logo, trademarks or brands without the Checkurhealth.com's express permission.

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19. If any provision of the Terms & Conditions of Use is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

20.

20.1. Checkurhealth.com only facilitates your booking of appointment with our healthcare service providers for the healthcare and wellness service/s introduced to you through this website; like, doctor consultation, testing and reporting of your laboratory investigation requirements, radiology and imaging investigation requirements, aesthetic procedures etc. Checkurhealth.com is not responsible for any Service provider's errors or malfunctions.

20.2. Some tests and health/wellness packages are conducted as a screening procedure only and are not to be taken as a medical advice by Checkurhealth.com or its affiliate members.

20.3. The health packages available on the website cannot be split between two or more people and is non-transferrable, unless approved by Checkurhealth.com staff, in writing..

20.4. If more than 1 package / products selected include a GP / Specialty Doctor Consultation in both or all packages / products, the Consultation service can be availed only once per booking.

20.5. Services are provider dependant; parameters, contents, procedures, methodologies, unit, prices may vary from provider to provider.

20.6. Some tests may not be conducted or services may not be proceeding, if the service provider finds the person requesting/receiving the service or tests, reported with any contra indications medical or otherwise, in such situation refund of payment may be partially possible or not possible.

20.7. On behalf of the user Checkurhealth.com shall follow-up the reports from the service provider to deliver directly to patients within the time frame.

20.8. The soft copy of your medical reports, received from the service provider, will be made accessible to you electronically through online / email / etc reporting facility available on Checkurhealth.com

20.9. The soft copy of the medical reports will be emailed to you on the email ID available with Checkurhealth.com, unless requested otherwise.