

# Terms & Conditions

Version: September 2022

## Healthmov Platform - Terms & Conditions

Healthmov Solutions LTD, Innovation Hub, Gate Avenue Building, Unit GA-00-SZ-L1-RT201, Dubai – United Arab Emirates (“**Healthmov**”) provides users with access to an interactive Web/App-based platform which provides information and guidance to users about matters concerning health and wellbeing generally, as well as access to certain metrics, services and incentives aimed at providing users with additional information about their health and wellbeing individually and rewarding users for healthy behaviours (the “**Healthmov Platform**”).

These Terms of Use (“**Terms of Use**”) and the [Healthmov Privacy Policy](#) (“**Privacy Policy**”), in addition to any supplemental rules, regulations, or agreements entered into between you and Healthmov, govern your use of the Healthmov Platform. Please read these documents carefully as they contain important information about your use of the Healthmov Platform.

In these Terms of Use, the words “you” and “your” refer to users of the Healthmov Platform, and the words “us”, “we” and “our” refer to Healthmov. Your access to the Healthmov Platform and use of our services is subject to your acceptance of and compliance with these Terms of Use. These Terms of Use may be amended from time to time. Your use (and continued use, following any such amendments) of the Healthmov Platform constitutes your acceptance of these Terms of Use. If you do not accept these Terms of Use, you may not use the Healthmov Platform. When you access or use the Healthmov Platform, this also means that you are agreeing that we can use and process your personal information in accordance with the Privacy Policy.

## About the Healthmov Platform

The Healthmov Platform provides you with access to various information, services and metrics related to your health and wellbeing. This includes your ability to generate and access individual health scores based on various metrics (“**Health Score**”) and various other health, wellbeing, fitness activities and similar information compiled based on the details specified by you, such as certain clinical health data, family history and lifestyle information or collected through connected devices and wearables through which you allowed sharing such information with Healthmov (collectively the “**Healthmov Information**”). The Healthmov Platform is **NOT** a medical device and shall not be used for medical purposes (such as diagnostic, monitoring, treatment or prediction of any illness or disease) nor should it be used or in any way relied on as a substitute for medical advice. You should consult with your physician before using the Healthmov Platform.

The Healthmov Information generated by us is for information purposes only. Before acting in any way on the Healthmov Information, you should consult a medical practitioner to ensure the information is suitable and relevant for your case, and stop any exercise or other activity if you don’t feel comfortable, especially if you experience any shortness of breath, light-headedness or

other kind of physical or mental discomfort. The Healthmov Information is not intended to substitute the expertise and judgment of any doctor, pharmacist or other healthcare professional. Making a reliable medical diagnosis, treating any medical condition and administering any drug therapy requires the involvement of independent informed healthcare professionals. In case of any specific questions regarding the treatment and care of a medical condition, you need to contact your professional healthcare provider.

Healthmov is not responsible for any health complications or other issues that may arise in connection with your use of the Healthmov Platform. Any activities, challenges or actions you may elect to engage in (such as but not limited to exercise programs) which you access or learn about through the Healthmov Platform are undertaken at your own risk as a voluntary participant.

### **Changes to the Healthmov Platform**

The form, content and nature of the Healthmov Platform may change from time to time without prior notice to you. In addition, we may stop permanently or temporarily at any time operating the Healthmov Platform or any features within the Healthmov Platform in relation to you as an individual user or in relation to our user base more generally. We also retain the right to create limits on the use or storage of the services available on the Healthmov Platform, including the Healthmov Information, at our sole discretion at any time without prior notice to you.

### **Access to the Healthmov Platform and Healthmov Information**

In order to use the Healthmov Platform, you must create an account. Account creation and access to and use of the Healthmov Platform (including the Healthmov Information) will require you to provide us with certain Personal Information (as defined in and governed by our Privacy Policy). You are solely responsible for all activity and access that occurs in association with your account.

We reserve the right at all times (but we will not have an obligation) to remove or refuse to distribute any Healthmov Information and to terminate users or reclaim user names. Upon any such termination, all terms and conditions of these Terms of Use which require continued performance, compliance or effect beyond such termination (or which otherwise by their nature are intended to survive) shall so survive and shall be enforceable against you in the event of any failure to perform or comply. We also reserve the right to access, read, preserve and disclose any Healthmov Information or other information about you to the extent we reasonably believe it is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigations of a potential violation thereof, (iii) detect, prevent or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or to (v) protect the rights, property or safety of Healthmov, its users and the public. Accounts that are inactive for more than six months may be removed without prior notice.

You are responsible for safeguarding the password that you use to access your Healthmov Platform account and for any actions taken by using your password. For data security purposes, Healthmov requires you to use “strong” passwords (i.e., passwords combining upper and lower case letters, numbers and symbols). Any liability of Healthmov for any damages of any nature whatsoever arising from your failure to comply with these requirements is excluded. In case you change your

email address or forget your password, please notify us at [support@healthmov.com](mailto:support@healthmov.com) in order to recover your account.

You further agree that, as part of your access to and use of the Healthmov Platform, we (or our commercial partners or vendors) may send you certain notifications, alerts or other communications. By accessing and using the Healthmov Platform, you agree to receive such communications and further agree that you are responsible for any carrier fees that may be imposed by your communications service provider in association with the receipt of such messages. To customize how and when you receive alerts and notifications from us, you can access your account settings.

### **Limitations of Use of the Healthmov Platform**

There are limitations on the use of the Healthmov Platform. These limitations aim to protect our users from abuse and to make the use of the Healthmov Platform the best possible experience for all users. We may need to change these rules from time to time and reserve the right to do so. No abuse of the Healthmov Platform will be tolerated. Any violation of these rules may lead to a temporary or permanent suspension of all related accounts of the violating user(s). Accounts created to replace suspended accounts will also be permanently suspended.

Without limiting the generality of the foregoing, some of the prohibited uses of the Healthmov Platform are as follows:

1. **Unlawful Use:** You shall not use the Healthmov Platform or any Healthmov Information provided for any unlawful purposes or in furtherance of any illegal activities. International users are required to comply with all applicable local laws regarding online conduct and acceptable content. For further information, please refer to the **Content on the Healthmov Platform** section of these Terms of Use, below.
1. **Unauthorized Access:** You shall not do any of the following while accessing or using the Healthmov Platform: (i) access, tamper with or use non-public areas of the Healthmov Platform (except for those accessible via your own account), or the Healthmov computer systems or the technical delivery systems of our providers; (ii) probe, scan or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) attempt to access or search the Healthmov Platform or any data or information contained therein by any means (automated or otherwise) other than through our currently available, published interfaces; or (iv) interfere with or disrupt, or attempt to do so, the access of any user, host or network to the Healthmov Platform; or (v) use or attempt to use another user's account or impersonate another user or person. You may only access the Healthmov Platform via our mobile applications and software, our website or any expressly approved third party applications.
1. **Respect for Privacy of Third Parties:** You shall not disclose other people's health, wellbeing and similar data without their express authorization and permission.

1. **No Reproduction:** You shall not reproduce, duplicate, copy, sell, trade or resell the Healthmov Platform content or its design and/or its look and feel or any information derived from the Healthmov Platform. You are not entitled to modify the Healthmov Platform content or its design and/or its look and feel or any information related thereto or to reproduce, store, link, frame or deep-link it on any other application or website or in any other medium or format without our prior written consent. Further, you shall not use the Healthmov Platform for commercial exploitation in any circumstances.
1. **No Malware:** You shall not provide any malicious content (including without limitation software viruses or destructive files, code or content of any nature whatsoever) intended to damage or disrupt the Healthmov Platform or another user's browser or computer or to compromise a user's privacy in connection with the use of the Healthmov Platform.

## **Content on the Healthmov Platform**

The Healthmov Platform may enable you to post, share, upload, send or otherwise distribute certain media, comments or other information ("**Content**") to and via the Healthmov Platform. You are solely responsible for this Content, and you represent and warrant that you own such Content and have the requisite rights in the Content to grant to Healthmov the use licenses for the Content as described herein. At any time, and in our sole discretion, Healthmov may (in whole or in part) remove, alter or refuse to display any of your Content and/or may prevent you from distributing any such Content via the Healthmov Platform in the future.

You acknowledge and agree that when you distribute this Content on the Healthmov Platform, you are thereby granting to Healthmov (or our commercial partners or vendors) a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, display, reproduce, translate, create derivative works from, and otherwise use or distribute this Content (including your name and/or likeness), whether in whole or in part, in such manner as Healthmov may deem fit or desirable from time to time.

Without limitation to any other provisions of these Terms of Use, you hereby represent and warrant that neither your Content nor your use of the Healthmov Platform will:

1. be false, fraudulent, deceptive or misleading;
2. infringe any intellectual property rights of any nature whatsoever of any third party;
3. entice or encourage the violation of any applicable laws or actually violate any such applicable laws, nor promote any kind of violence or threat to any person or promote illegal activities or substances;
4. be defamatory or otherwise constitute material that is obscene, pornographic, vulgar, or offensive under applicable laws;
5. seek to solicit or collect information from or about other users for any reason, including for sending unsolicited communications or for the promotion of any products or services;
6. encourage or promote any kind of discrimination, racism, or hatred (or constitute harassment of) any individual or group of individuals; or
7. in the sole discretion of Healthmov, be contrary to these Terms of Use, expose Healthmov or our users to any harm or potential harm or risk of any type, or be objectionable or have

the effect of restricting or interfering with any other user or other person using the Healthmov Platform.

## **Intellectual Property Rights**

All intellectual property rights of all kinds (including copyright, database rights, patents, trade secrets, trademarks and all other intellectual property rights, title and interest in and to the Healthmov Platform, whether registered or not) and any related information (excluding the personal information provided by the users of the Healthmov Platform) are and will remain the exclusive property of Healthmov and/or its licensors, as the case may be.

The elements of the Healthmov Platform, including but not limited to the general design and the imagery, and any information (including Healthmov Information) contained therein are protected by copyright, trademark, patent and other laws relating to intellectual property rights of both the United Arab Emirates and other territories as applicable. Nothing in these Terms of Use grants nor should be construed as granting to you a right to use the Healthmov name or any of Healthmov's trademarks, logos, domain names and other distinctive brand features. You are permitted to download and/or print any Healthmov Information from the Healthmov Platform solely for your own personal use. You are not entitled to use the content on the Healthmov Platform for commercial exploitation under any circumstances.

In case you breach the terms of this section of the Terms of Use, Healthmov will have the right to claim damages against you which shall include the right to claim special, incidental, consequential or indirect damages and loss of profits.

## **No Warranties, Limitations of Liability & Indemnities**

Whilst we endeavour to ensure the accuracy of the Healthmov Information, neither Healthmov nor any of its directors, officers, employees, agents, partners, vendors, affiliates and/or licensors shall be held responsible for any omissions or errors of the Healthmov Information or for any loss or damages which may subsequently arise.

Healthmov provides the content of the Healthmov Platform and any related information (including the Healthmov Information) in good faith, but your access to and use of the Healthmov Platform is at all times at your own risk. Healthmov operates the Healthmov Platform on an "as is" and "as available" basis without warranty of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement of any copyrights, database rights, patents, trademarks or any other intellectual property rights in the jurisdiction in which you access and/or use the Healthmov Platform nor anywhere else in the world.

Neither Healthmov nor any of our commercial partners or vendors gives no warranty or undertaking or representation for the completeness, accuracy, availability, timeliness, security or reliability of the Healthmov Platform or that any information or other content contained therein (including without limitation the Healthmov Information) is of satisfactory quality, up to date, or free from viruses, trojans or other harmful or malicious programs. Neither Healthmov nor any of our commercial partners or vendors will be responsible or liable for any harm to you or your

computer system, loss of data, or other harm resulting from your access to or use of the Healthmov Platform or for the deletion of, or the failure to store or to transmit, any data or information and/or other communications of any kind. Healthmov makes no warranty that the Healthmov Platform will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from Healthmov or the Healthmov Platform, shall create any implied warranty.

Any information transmitted via the Healthmov Platform will pass over public telecommunications networks. Although Healthmov uses industry standard encryption technologies, Healthmov does not give any warranty or undertaking and does not make any representation or warranty that the operation of the Healthmov Platform will be secure, uninterrupted or error free.

Neither Healthmov nor any of its directors, officers, employees, agents, partners, vendors, affiliates and/or licensors shall in any way be responsible for any decisions you may make based on the use of the Healthmov Platform and/or the Healthmov Information, including but not limited to whether or not you choose to seek professional medical care or treatment. To the maximum extent permitted by applicable laws, you hereby agree that neither Healthmov nor any of its directors, officers, employees, agents, partners, vendors, affiliates and/or licensors shall be liable to you for, and hereby indemnify and hold Healthmov or any of its directors, officers, employees, agents, partners, affiliates and/or licensors harmless from and in connection with, any claims, proceedings, costs, damages (including special, incidental, punitive, consequential or indirect damages) and/or loss of profits or loss of data, loss of good-will or other intangible losses, arising from or relating in any way to (i) your access to or use of or inability to access or use the Healthmov Platform; (ii) the use of any Healthmov Information; and (iii) any unauthorized access, use or alteration of your transmissions of data, in each case however such claims or damages may arise and whether based on contract, tort or any other legal basis, whether or not foreseeable and irrespective of whether Healthmov has been informed in advance about the possibility of such damage.

Notwithstanding the generality of the foregoing, in no event will Healthmov's total liability arising out of or in connection with these Terms of Use or your access to or use of the Healthmov Platform exceed such amounts as you or your sponsoring company have paid to Healthmov for access to and use of the Healthmov Platform. You acknowledge and agree that the exclusions to and limitations on damages as described in these Terms of Use are fundamental to your ability to access the Healthmov Platform, and you may not access the Healthmov Platform if you do not agree to these.

### **Third Party Links and Content**

The Healthmov Platform may contain links to third-party applications or websites or other content supplied by or contained on any third-party platform which is linked from or to the Healthmov Platform. Healthmov does not accept any responsibility or liability: (i) for the availability or accuracy of such third party applications, website or content, or (ii) in any connection in relation to the content, products or services promoted or available from such third party applications or websites.

The availability of any such third party links do not imply any endorsement by Healthmov of such applications or websites or the content, products or services available from them. You acknowledge sole responsibility for and assume all risks arising from your use of any such third party applications, website or content.

## **Healthmov Challenges**

Healthmov allows you to register for participation in various activity challenges amongst certain or all users of the Healthmov Platform, and which may be initiated either by users ("**Individual Challenges**"), your sponsoring company ("Company Challenges") or Healthmov ("**Public Challenges**", and collectively "**Challenges**"). By registering, you acknowledge that such participation is a potentially hazardous activity and that you are participating at your sole risk and responsibility. You further acknowledge that you will not make use of any means or behave in a way that can reasonably be considered as contrary to the general rules of fairness. Healthmov reserves the right to screen and verify your activity and to temporarily or permanently exclude you from any Challenge (specifically or generally) or to suspend or terminate your account in case we reasonably believe that such measure is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce any acknowledgements you made, including the investigation of a potential violation thereof, or to (iii) protect the rights, property or safety of Healthmov, its users and the public.

In cases where Public Challenges or Company Challenges feature prize money, such prize money (less tax and possible other deductions as they may be applicable) will be paid out to the users achieving the best result. The assessment of such best result is separately defined for each Public Challenge or Company Challenge. In case of a tie between the achievements of two or more users, the prize money will be equally shared between such users. Any decisions of Healthmov regarding Challenges are final.

You acknowledge and agree that there may be additional terms and conditions applicable to such Challenges (or other promotions, contests or competitions that may be made available on the Healthmov Platform from time to time). It is your responsibility to review such additional terms and conditions.

## **General**

The failure of Healthmov to enforce any right or provision of these Terms of Use shall not be deemed to be a waiver of such right or provision. These Terms of use, together with any supplemental agreements or rules and regulations, such as the Privacy Policy, are the entire and exclusive agreement between Healthmov and you regarding the use of the Healthmov Platform. In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use shall remain in full force and effect.

Healthmov operates the Healthmov Platform from the United Arab Emirates and the Healthmov Information is deemed to have been delivered in the United Arab Emirates unless otherwise decided by Healthmov. You are only allowed to access the Healthmov Platform if you are entitled to enter into a binding contract with Healthmov and are not a person barred from accessing the

Healthmov Platform according to any applicable law. Persons who are under the age of 13 (or any higher minimum age in the jurisdiction where such person resides), are not permitted to access or use the Healthmov Platform unless their parent or legal guardian has consented in accordance with applicable law. You undertake to access the Healthmov Platform solely in compliance with these Terms of Use and all applicable rules and regulations. The Healthmov Platform is not directed to any person to whom (by reason of such person's nationality, gender, residence or otherwise) the publication or availability of the Healthmov Platform is prohibited. Persons to whom such restrictions apply must not access the Healthmov Platform. If you choose to access the Healthmov Platform from outside United Arab Emirates you are solely responsible for compliance with any applicable local laws.

To the maximum extent permitted by applicable laws, these Terms of Use and the use of the Healthmov Platform shall in all respects be governed by the laws of England & Wales. Any dispute, difference, controversy or claim arising out of or in connection with these Terms of Use (including, without limitation, any question regarding their existence, validity, interpretation, performance, discharge and applicable remedies) and/or the use of the Healthmov Platform shall be subject to the exclusive jurisdiction of the courts of the Dubai International Financial Centre (DIFC), United Arab Emirates, and you consent to such jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

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Revision #3

Created 13 September 2024 09:05:11 by Admin

Updated 22 January 2025 08:09:37 by Admin