

TERMS OF USE

Last Updated: 06.03.2024

IMPORTANT NOTICE

By creating an account on TheKnowHow platform („**My Zone**“), and utilizing the services from the Platform, or persisting in their use, you acknowledge and agree to these terms of use (“**Terms of Use**” or “**Terms**”) of TheKnowHow (“**Company**”). It is recommended that you carefully read, print, and retain a copy of these Terms for your records.

In these Terms, the term "**Services**" encompasses the products, websites, content, databases, software, technologies, and tools provided by the Company.

These Terms of Use outline the operational framework of the Company's business. Familiarizing yourself with these terms is crucial, as acceptance of these terms is a prerequisite for utilizing our services. The website <https://theknowhow.ae> is provided for your personal use and viewing. Your access and use of this website and the My Zone signify your acknowledgment and acceptance of these Terms Of Use, effective from the initial date of use.

Upon accessing and utilizing the Company Services, you are expressing your agreement to abide by these Terms of Use. For details on the processing of your personal data, kindly refer to our Privacy Policy.

We operate as a second opinion provider and do not offer any direct medical or health services. Any information or content presented on our TheKnowHow website and My Zone by us should not be construed as, and must not be relied upon as, the practice of medicine, dentistry, nursing, or any other healthcare professional services, or the provision of medical care.

It is crucial not to use TheKnowHow website and My Zone or its Services for emergency medical needs. In the event of a medical emergency, please promptly contact your local emergency services.

1) Application of Terms of Use

- 1.1. These Terms of Use, in conjunction with our Privacy Policy and any other posted policies or additional terms (if relevant) on the My Zone, constitute the comprehensive guidelines that outline the terms for your access to and utilization of our My Zone, including all associated Services (referred to as "**Policy Documents**"). These documents are subject to periodic updates.
- 1.2. We might offer supplementary services accessible through the My Zone or alternative means, and these services could be governed by additional terms of use. In such cases, the specific terms for these additional services will be made available on the My Zone.
- 1.3. Upon accessing, registering, and/or using our Services and My Zone, you are consenting to be bound by these Terms of Use and the Privacy Policy immediately. Please note that these Terms of Use and the Privacy Policy are subject to modification by us at any time and without prior notice. Your ongoing use of the My Zone subsequent to any such changes signifies your acceptance of these modified Terms of Use and Privacy Policy.
- 1.4. You do not have the authority to modify, alter, amend, or supplement these Terms of Use. We retain the right to modify, alter, amend, or supplement these Terms of Use at our discretion, at any time and periodically. The updated version of these Terms of Use, reflecting any changes, will be posted on the My Zone, and each modification becomes effective upon posting or on a date specified by us as the "**Effective Date**," if applicable. Your continued use of the My Zone and any Services after such changes constitutes your acceptance of and agreement to be bound by these modified Terms of Use. If you disagree with these Terms of Use and the associated Policy Documents, or any part thereof, refraining from using the My Zone and/or any Services is advised.

2) Your representations and warranties

In case you use the My Zone, you confirm that: (a) the minimum legal age requirements to use the Services are being met; (b) the information provided by you is accurate; (c) you have the legal capacity and authority to agree to these Terms of Use; (d) the relevant laws have been complied by you; (e) the others will not be disrupted from using the My Zone; (f) full support will be provided by you for keeping our security measures uptight; (g) you'll promptly notify us of any inaccurate information; (h) fees paid don't guarantee healthcare services availability; and (i) you access the My Zone for yourself or as a legal guardian for a child under the legal age.

3) Accounts

3.1 You can either login or register on the My Zone.

3.2 When using the My Zone either through the "login" or "register" function, you will be required to provide your details such as mobile number, email and a password of your choice. When booking a Service on our My Zone, you will also provide *inter alia* your full name, date of birth, gender information, medical information and questions you want to be addressed in your second opinion. You can further add additional details such as: (a) marital status, weight, height; (b) an emergency contact, relationship designation (family or friend), and phone number; and (c) details of relatives, their name gender, date of birth, and phone number.

3.3 The Company shall utilize the provided information, and by accessing our services, you will grant us the authorization to use the above information in accordance with our Privacy Policy. This usage of such information includes, but is not limited to, intimating and checking with relevant Healthcare Providers, the hospitals, clinics, or other medical facilities ("**Facilities**") where they are located, regarding our Services. Upon use of the My Zone, we recommend you to carefully review the Privacy Policy, as your use of the My Zone and Services implies your acceptance of its terms. We strongly suggest that you maintain accurate, correct and updated contact information, and it is your responsibility to inform us of any changes to your contact details, as outlined in our Privacy Policy.

3.4 The Company has the right to terminate / deactivate any account that does not have a valid mobile number which is relevant for that individual's account. Note that the mobile number must be saved in the profile associated with the account.

3.5 We may reach out to you via telephone or email for the purpose of verifying your identity or other account-related information. In such instances, we may request additional information from you, and you agree to furnish the requested details to confirm the legitimacy of your account creation. Failure to provide this information in the specified manner within seven (7) days of the request grants us the right to suspend, discontinue, or restrict your access to and use of the My Zone and Services until the required information is provided to our reasonable satisfaction.

3.6 On our My Zone, there is a folder for "My Documents" that allows the Customers to upload digital copies of documents such as identity, medical insurance, medical information, national identity cards, national health cards, laboratory test results, medical referral letters, prescriptions, and medical records for us to have access and download. You have the option to request and authorize us to provide this information to third party for including but not limited to seeking external help and second opinion.

3.7 We are not responsible for any activities on your account and you bear the responsibility for all such activities, and you will immediately inform us in case you become aware of any unauthorized use or if your login credentials are lost or stolen. The Company disclaims any liability for losses incurred due to unauthorized use of your account on our Platform. The Company shall continue to monitor your use of the My Zone and/or Services and has the power to deactivate your account at its sole discretion, at any time. We may take this action if, in our reasonable judgment and sole discretion, you do not adhere to any provisions of these Terms of Use or if there is suspicion of unauthorized or improper use of the My Zone and/or Services.

- 3.8 All our users are required to keep the passport confidential and must not disclose to any third party. In case you suspect or become aware that a third party is aware of your password, it is essential to promptly notify us via email at [-] so that necessary action can be taken.

4) Consulting Service

- 6.1 You can book a consulting service with the flexibility to book at your convenience at any time and engage in consulting via video, audio, and/or chat directly with the healthcare professional team at TheKnowHow to clarify remaining questions after you have received your second opinion. Please understand, that this consulting is no consultation with practitioners for online consultation services. An additional Consulting is only intended give you all information and knowhow to understand and proceed with your second opinion we have provided to you. On our Website, we provide the indicative price for consulting.

5) Authorisation and Payment Processing Services

- 7.1 For service booked through the My Zone requiring payment, you will need to enter your payment details and billing information to authorize the relevant charges. We will process and collect payments via a third-party processor. The payment is securely processed from the designated bank account through the third-party processor. You won't be charged additionally for this service. Using this payment service implies acceptance of our partner's terms of use and privacy policy, available at their respective websites. You are solely responsible for charges related to medical services, and neither we nor our payment processing partner are liable for these charges. You acknowledge that neither party is responsible if a transaction cannot be completed for any reason:

- 7.1.1 if the information provided is not accurate, current and complete payment information.
- 7.1.2 if there is no sufficient available funds or available credit to complete the transaction.
- 7.1.3 if there is no active payment card, or if we are unable to confirm your payment card information.
- 7.1.4 if your account with us, or your account with our payment processing partner, or your access to the Services, or your access to our payment processing partner's services have been terminated or suspended for any reason.
- 7.1.5 if we or our payment processing partner have reason to believe that the requested transaction is unauthorized or illegal.
- 7.1.6 if we terminate or suspend the services we provide to the applicable practitioner.

- 7.2 You acknowledge that we lack control or duty to act on: (a) the information and material you access; (b) its effects on you; (c) your interpretation or use of the information; (d) your actions resulting from exposure to the information; or (e) content uploaded or sent through the My Zone. We hold no responsibility and/or liability for acquiring or not acquiring such information and make no representations or warranties about services or products suggested or purchased through the Directory. We have no special relationship or fiduciary duty to you.

- 7.3 During your second opinion request, we suggest that you provide accurate and correct medical history and symptoms by uploading relevant information to the My Zone. In case the information is not correct or accurate, it may impact the second opinion expert's assessment. Seek additional medical advice for concerns or changes in your condition. In case of any adverse effects, kindly seek immediate medical assistance. Refer to our Privacy Policy for information on individual rights.

6) Suspension or Discontinuance the My Zone and the Services

- 8.1 We cannot assure or guarantee full and constant availability or uninterrupted access to our My Zone or its content. We may suspend, withdraw, or restrict the My Zone for business reasons and we will try to

provide reasonable notice. You are responsible for ensuring that individuals accessing our My Zone through your internet connection are aware of and comply with these terms of use and other applicable conditions.

- 8.2 We also have the right to introduce new Services, update, or withdraw any part of the My Zone and/or Services at our discretion, without notice, and without liability or responsibility to you. We are not responsible for any suspension or discontinuation of the My Zone or Services and we can do so at our sole discretion. Additionally, we may keep monitoring the use of the My Zone and Services to ensure compliance with the Terms of Use and applicable laws, investigate suspected misuse, and cooperate with law enforcement or third parties as needed or comply with the applicable law.

7) Restricted activities

9.1 You must not:

- 9.1.1 utilise the My Zone for commercial purposes without obtaining a licence to do so from us.
- 9.1.2 utilise the My Zone for unlawful or illegal purposes.
- 9.1.3 transmit to or through the My Zone any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the My Zone or computers of any kind, and any unsolicited advertising, solicitation or promotional materials.
- 9.1.4 misrepresent your identity or affiliation in any way.
- 9.1.5 engineer, reverse engineer, disassemble or decompile any section or technology on the My Zone, or attempt to do any of the foregoing.
- 9.1.6 attempt to gain unauthorized access to any of the Services, My Zone, user accounts, or computer systems or networks, through hacking, password mining or any other means.
- 9.1.7 use the My Zone in any manner that can damage, disable, overburden, or impair our servers or networks.
- 9.1.8 send or otherwise transmit to or through the My Zone chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services.
- 9.1.9 post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment.
- 9.1.10 violate any applicable laws or regulations in any way.
- 9.1.11 alter or modify any part of the content or services offered on or through the My Zone.
- 9.1.12 allow any other person to use the My Zone with your registration or login information.
- 9.1.13 breach or otherwise circumvent our security or authentication measures.
- 9.1.14 interfere with any other party's use and enjoyment of the My Zone or the Services.
- 9.1.15 assist or permit any persons in engaging in any of the activities described above.

- 9.2 While we try and make every reasonable effort to ensure that the files are defect free and viruses, however, we cannot assure its absolute integrity. Hence, we do not provide any warranty or guarantee concerning files downloaded or accessed through the website or via links on the website. It shall be your

responsibility to configure your information technology, computer programs, platform, and internet/mobile connections for My Zone access, and you should employ your virus protection software. Alongside the rights outlined in these Terms of Use, the Company further reserves the right to take legal action in the appropriate forum and employ technological measures to prevent violations of these restrictions and enforce the Terms of Use.

8) Privacy Policy

- 10.1 In these Terms and Conditions, "personal information" means any information about an identifiable individual, including but not limited to your name, email address, mailing address, gender, date of birth, any personal or protected health information, or any data about you that you chose to share on the Platform or which we obtain from other public accessible directories and sources and any other information that identifies who you are. The personal information which is shared will be used, shared, sent, stored and retained by us solely in accordance with these Terms of Use, our Privacy Policy or as otherwise agreed upon between you and us in writing or any other purposes which the Company deems fit. The Privacy Policy also sets out individual rights in relation to the processing of your personal information by us.
- 10.2 You acknowledge, confirm and agree that any of your personal information which we or you send to medical experts will be subject to their privacy policies, separate agreements with them and applicable law and that company owns no responsibility or liability to you for the use of your personal information by such medical experts. You agree that we have the right to monitor and review your use of the My Zone from time to time, and to use "cookies", "log files" and your "browsing data" in accordance with our Privacy Policy.

9) Intellectual Property Rights and Content

- 11.1 The Company owns or hold the license for all intellectual property rights associated with our My Zone and the content published on it.
- 11.2 The Company permits you to use the My Zone and Services for personal, non-commercial purposes only. This permission does not transfer any intellectual property rights to you and only provides you a limited license. Unless expressly provided, no express or implied rights are granted, and all rights in the My Zone and Services, not expressly granted, are retained by us. You can further also print one copy and download extracts of any page(s) from our My Zone for personal use, and you may share content with others in your organization.
- 11.3 You are prohibited from modifying printing or downloading any materials from our My Zone in any way, and you must not use illustrations, photographs, video or audio sequences, or graphics separately from accompanying text. The status of us (and any identified contributors) as the authors of content on our My Zone must always be acknowledged. In case you print, copy, or download any part from our My Zone in violation of these Terms of Use, /.

10) My Zone and Services are on an "as is" and "at your own risk" basis

- 12.1 We offer the My Zone and services "as is" and "as available," and your use of this website is at your own risk. We do not provide any express or implied warranties or guarantees about the My Zone and services, whether by statute, common law, or otherwise.
- 12.2 We provide no assurance that the results obtained from using the My Zone and Services will be effective, reliable, or accurate, or that they will meet your requirements. We do not guarantee that you will be able to access or use the platform and services at times or locations of your choosing, either directly or through third-party networks.
- 12.3 To the fullest extent permitted by law, we explicitly disclaim all warranties, including statutory warranties, regarding the services and the platform. This includes, but is not limited to, warranties of merchantability,

satisfactory quality, accuracy, fitness for a particular purpose or need, non-infringement, or the use of reasonable skill and care.

12.4 We disclaim responsibility for the accuracy, reliability, timeliness, or completeness of information on the platform and services, as well as any other data or information provided or received through them. Unless expressly stated otherwise, we provide no warranties regarding the information systems, software, functions accessible through the platform and services, or the security associated with the transmission of sensitive information.

12.5 We cannot assure error-free or bug-free operation of the My Zone or Services, nor do we guarantee that they are free from defects, data loss, or computer viruses. We take no responsibility for cancelled or unfulfilled appointments, resulting injuries, or any loss related to the use of the platform or services. This disclaimer extends to the maximum extent permitted by law.

11) Our limitation of liability

13.1 To the fullest extent permitted by law, you agree and acknowledge that we will not be liable for any damages, including direct or indirect, incidental, consequential, or other damages, resulting from or related to the use or inability to use the platform or services, regardless of our awareness of such possibilities.

13.2 You acknowledge and agree that as a Company, we also have an interest in limiting the personal liability of our affiliates, as well as our own and our affiliates' officers and employees. You agree and acknowledge that you shall not personally bring any claims against our officers or employees or those of our affiliates for any losses you may incur in connection with the platform. By using this website, you acknowledge that the exclusions and limitations of liability stated in this disclaimer are reasonable. If you find them unreasonable, you must refrain from using this website and Platform.

12) Indemnity

14.1 You shall indemnify and hold harmless, the Company, its employees, contractors, officers, directors, agents, parent company, and other affiliates from any liabilities, claims, demands, and expenses, including attorney's fees arising directly or indirectly from any breach or alleged breach by you of any of these terms. This obligation is associated with (a) your utilization of the Platform and/or Services or (b) the infringement from the use of Terms of Use, Privacy Policy, or any intellectual property or other rights of any individual or entity, either by you or any individual using your credentials and password.

14.2 You shall bear the risk from the use of third-party websites and subject to the terms and conditions of use for such sites and you agree that these Terms of Use do not apply to other websites. We disclaim any and all liability for any information, including but without limitation, any medical and health treatment information set forth on linked sites.

13) Termination

15.1 In case of breach of Terms of Use, Privacy Policy or any other policies of the Company or prolonged inactivity on the Platform, we retain the right to, at our sole discretion, instantly cease, suspend, or deactivate your access and use of the Platform and Services without prior notice. No liability will be assumed by us for any such termination, suspension, or deactivation of your access to the My Zone and/or the Services.

14) Entire Agreement

16.1 These Terms of Use and the documents referred to or incorporated herein by reference contain the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided in these Terms of Use and the documents referred to or incorporated into these Terms of Use by reference,

there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied.

15) Relationship of the Parties

17.1 Nothing contained in these Terms of Use will be deemed or construed by the parties or any third party to create the relationship of partnership, joint venture or agency between the parties, it being understood that the parties will at all times remain independent parties contracting for Services.

16) Assignment

18.1 Save and except for the Company assigning its rights or transferring its obligations hereunder, you shall not assign, transfer, charge, declare a trust of or otherwise dispose of all or any part of its rights and benefits under this Terms of Use without prior consent of the Company.

17) Severability

19.1 If any provision of these Terms of Use, governed by English Law, is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from these Terms of Use and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

18) Force Majeure

20.1 We will not be liable for any loss or damage or for any delay or failure in performance due to acts beyond our control whether or not such acts could reasonably be anticipated (including acts of God, legislative, judicial or regulatory acts of any provincial or the federal government, court or regulatory authority, acts of any of our subcontractors or any third-party providers of goods or services to us, labour disruptions, blackouts, embargoes).

19) No Waiver

21.1 Any waiver by us of any of the provisions of these Terms of Use will not constitute a waiver of any other provision (whether similar or not), nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by us in writing.

20) Survival

22.1 All provisions that either expressly or by their nature survive, will survive suspension or termination of your access to and use of the My Zone and the Services.

21) Third Party Rights

23.1 A person who is not a party to these Terms of Use has no rights under or to enforce any of its terms.

22) Governing Law

24.1 These Terms of Use and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws and the courts of of the Dubai International Financial Centre (DIFC) shall have exclusive jurisdiction.

23) Communications

You may contact us through this email for general enquires info@theknowhow.ae.



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