

# LivFit Rules



# Terms and Conditions - LivFit Wellness

These Terms and Conditions have been set forth to detail the terms and conditions as additionally applicable to you to participate in the LivFit wellness program. LivFit is a wellness initiative of Sukoon Insurance PJSC (hereinafter referred to as "Sukoon", "We", "Us" or "Our"). These terms and conditions are over and above the legal terms and conditions, the disclaimer, the privacy policy as mentioned within our website [www.livfit.ae](http://www.livfit.ae) ("Website"). By using the service in any manner, you agree to all of the terms and conditions contained herein, read together with the legal terms and conditions, the disclaimer, the privacy policy as mentioned on [www.livfit.ae](http://www.livfit.ae) website and any of our mobile application software ("application") (altogether referred to as the 'terms'). These terms constitute a legally binding agreement between you and Sukoon and govern your use of the website and any information, offers, services, features, content, offered through this website ("Services"). These terms may be updated by Sukoon from time to time with or without notice to you.

Please note that you must be a medical policyholder of Sukoon to enter into this agreement and participate in the LivFit wellness program; otherwise you are expressly prohibited from continuing any further and/or entering into this agreement. You agree to access the services subject to acceptance of the terms as set out herein, the terms of your insurance policy as issued by Sukoon ('policy'). In addition, when using any particular services, you may be subject to any posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference into these terms. In the event of any conflict between terms of your insurance policy and these terms, the terms of your insurance policy shall always supersede and prevail in respect of that conflict only.

«User» or «You» means the individual who accesses the Services and who is (i) the medical policyholder of Sukoon or (ii) specifically pre-authorized in writing by Sukoon to use the Services. If you are not a person as mentioned above or if you do not agree to these terms and conditions then you should stop here and not continue any further nor use the application or the website or any of the Services in any way.

You hereby represent, warrant and covenant that you will provide us with accurate, truthful, and complete required registration information and other information to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these terms.

By proceeding further and/or continuing to access the Website or Service you unconditionally and irrevocably agree to be bound by these Terms. You also hereby represent and warrant to Sukoon that you are a medical policyholder of Sukoon and that you agree to be bound by the following terms and conditions and your policy terms and conditions. You agree that you will be held legally responsible for any breach of your obligations under the terms and for the consequences (including any loss or damage which we may suffer) of any such breach.

If you do not agree with these terms, please do not proceed and do not further access or enter any details into the Website/ any mobile application and disconnect and exit this website immediately, and please do not participate/avail any LivFit wellness initiative/Service.

## 1. Condition of Program Usage

You have the choice to use or not to use/participate in the LivFit wellness program. Participation is at your complete discretion. If you choose to participate, you are bound by its terms and conditions and our business practices and our third party service provider's terms and conditions as may additionally be applicable to you. You hereby specifically acknowledge that the Services would be provided by third party service providers and you hereby agree to indemnify and hold harmless Sukoon from any liability arising out of any action/inaction of such third party.

## 2. Eligibility of LivFit Wellness Program

LivFit benefits are available only to eligible medical policy holders of Sukoon having a valid and active medical insurance policy with us. You are not entitled to transfer your LivFit wellness program benefits to another person.

## 3. LivFit is not a substitute for medical advice

You should not use any LivFit program, benefit and guidelines issued by LivFit program or wellness coaches to diagnose or treat a health problem or disease without consulting with a qualified medical practitioner. Please consult with your doctor with any questions you may have about a medical condition or treatment before starting a lifestyle modification or exercise advised by us.

Sukoon makes no representation or warranty (express or implied) about the completeness, reliability or accuracy of the data/ information/results/recommendations contained or provided through the Services, and expressly disclaims and negates all representations and warranties including without limitation fitness for any particular purpose. Sukoon shall not be liable for any loss or damage whatsoever or howsoever resulting from the use, misuse or reliance on information presented in any information, report provided to you as part of the Services. Any action/inaction you take based on the information contained herein is strictly on your risk and your own liability

#### 4. No responsibility for loss or injury

Under no circumstances, including as a result of any negligent acts or omissions or those of its staff, partners or other persons for whom in law it may be liable, will Sukoon be liable for any loss, injury or damage of any nature which you, your dependents or any third parties may sustain as a result of engagement in the LivFit program. By agreeing to these rules, you and your dependents and any third parties hereby agree to indemnify and hold harmless Sukoon from any such liability related to or arising from any action/inaction of such third party provider.

#### 5. Termination of Program Benefits

You will not be entitled to use LivFit program if you are no longer a medical policy holder of Sukoon or if Sukoon at its sole discretion decides to terminate or withdraw the Services either completely or partially.

#### 6. Permission to process and disclose your information

Sukoon adheres to the legal and regulatory data protection requirements as is applicable to Sukoon. By accessing this website, including by means of downloading or filling any forms (proposal/claims etc.) / sending emails/ sending SMS/ calling Sukoon's call center/ and/or by providing any data/ information to the Company (whether through this Application/ website or otherwise and by any means) and/or by participating in the LivFit wellness program you hereby give your unconditional consent to Sukoon to:

- i. contact you anytime, through any means (email, SMS, phone, etc.) and for any reason including for promoting Sukoon products;
- ii. collect and store your personal information which you provide to us (including by way of cookies) for the time period as may be required by the Company;
- iii. transfer your personal information to servers/our third party affiliates/service providers/network providers/ reinsures/ consultants, etc. in an unrestricted manner including whether inside or outside the UAE;
- iv. use your personal information as required by the Company for evaluating/ underwriting/ issuing/ administering/ processing your policy/claims etc.;
- v. disclose your personal information to third parties/ partners as required to issue/ underwrite/ administer / process your policy/ claims, etc. including but not limited to third party administrators, medical providers, brokers, agents, service providers etc.; within or outside the UAE
- vi. disclose and/or report your personal information to legal/regulatory agencies/bodies if and as required by law.
- vii. transfer your personal information outside the borders of the UAE. We may also need to transfer your personal information to another country for processing, storage, academic research or for any other reason as may be required by Sukoon.

We may collect, process, store and disclose your personal information for the following purposes:

- To administer and improve our LivFit program
- To provide you coaching services that you or any dependent may require.
- To provide relevant information to our third party wellness partners/service providers who require such information to render a service to you or your dependent
- For our academic research either conducted by us or by our contracted research/survey providers.
- You hereby give unconditional consent to us and to our third party program partners to perform coaching/ assessment services and hereby agree to hold harmless Sukoon and its network partners from any liabilities related or arising from it.
- You hereby authorize us and our partners to contact you anytime and by any means including mail, SMS, call, or e-mail for any reasons including but not limited to promotional offers.
- Should you believe that we have used your personal information contrary to applicable law, you will first address and try to mutually resolve any concerns directly with us.

You confirm that when you provide us with your or your dependents' personal information, you have obtained appropriate permission from your dependents to disclose their personal information to us.

Sukoon reserves the right to disclose any information in response to that it is required to be shared, disclosed or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to Sukoon or as Sukoon in its sole discretion believes necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity or in a manner as required by Sukoon.

You also specifically hereby authorize (i) the medical provider/other entities to provide & discuss health/treatment details with Sukoon and/or Sukoon's third party administrator/service provider (ii) Sukoon to (a) disclose your personal/claim information for claim processing or as may be required (b) to use alternate claim payout options if required; This electronic authorization shall be as valid as the original.

#### 7. Usage Policy

- i. As a condition of your use of the Services, you shall not use the Website or Services or Application for any purpose that is unlawful or prohibited by these Terms or you shall not use the Website or Services or Application in any manner that could damage, disable, overburden, or impair any Sukoon server, or the network(s) connected to any Sukoon server, or interfere with any other party's use and enjoyment of any services.
- ii. You further concur that you shall not, through the Website, Application or Services indulge in the following activities:
  - a. delete from the Website/Services/ Application any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;
  - b. use the Website/Application/Services in any manner that could damage, disable, overburden, or impair — or undertake any action which is harmful or potentially harmful to any Sukoon server, or the network(s), computer systems/resources connected to any Sukoon server, or interfere with any other party's use and enjoyment of the Application/Services;

- c. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Application/Services;
- d. perform any activity which is likely to cause such harm;
- e. carry out any «denial of service» (DoS, DDoS) or any other harmful attacks on the Application or internet service or; disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to any Sukoon website or the website of any Sukoon customer;
- f. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Application;
- g. impersonate any person or entity, including, but not limited to Sukoon's official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- h. take any action which encourages or consists of any threat of harm of any kind to any person or property or make any inappropriate, illegal or otherwise prohibited communication to any newsgroup, mailing list, chat facility, or other internet forum;
- i. collect or attempt to collect personally identifiable information of any person or entity without their express written consent;
- j. engage in antisocial, disruptive, or destructive acts, including «flaming,» «spamming,» «flooding,» «trolling,» and «griefing» as those terms are commonly understood and used on the Internet;
- k. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, «junk mail,» «spam,» «chain letters,» «pyramid schemes,» duplicative messages or any other form of solicitation
- iii. You shall not host, display, upload, modify, publish, transmit, update or share any information on Website or Services or the Application, that:
  - a. belongs to another person and to which you do not have any right to;
  - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - c. harm minors in any way;
  - d. infringes any patent, trademark, copyright or other proprietary rights;
  - e. violates any law for the time being in force;
  - f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - g. impersonate another person
  - h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - i. Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- iv. If you are found to be in non-compliance with the laws and regulations, these Terms, terms of your insurance policy, Sukoon may at any time terminate your Policy/ account/block your access to Application and Sukoon shall further have the right to take recourse to such remedies as would be available to Sukoon under the applicable laws.

## 8. Wellness Tools/Programs:

### i. Health Risk Assessment ('HRA'):

Through LivFit HRA, you are requesting information about your present health status, risk areas and areas to improve by answering some questions through an Internet-based electronic application which is called the LivFit HRA.

- Your use of LivFit HRA application is subject to additional terms and conditions as mentioned within the LivFit HRA mobile application;
- Please note that LivFit HRA may contain typographical errors/inaccuracies. Sukoon has the right to correct any such errors/inaccuracies and to change/update information at any time without prior notice or obtaining your agreement.
- LivFit HRA may not be available to you at all times due to system updates and maintenance, system failures, procedures, or other causes beyond the control of the developers. Access is provided on an «as-is, as-available» basis and we do not guarantee that you will be able to access LivFit HRA at any particular time.
- You should never use LivFit HRA for urgent medical emergency or to diagnose any ailment. For all medical emergency, contact your doctor.
- Your use of and/or reliance on the information provided in LivFit HRA is at your own risk. It is not meant to replace proper medical advice. The information displayed on LivFit HRA is not a substitute for you seeking medical advice or amending medical record.
- You must provide us with a valid email address, Name and mobile number while undertaking LivFit HRA. By providing this information, you accept to receive further promotional calls/emails from us.
- To use certain features of our HRA service, you may require a unique username and password. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. It is your responsibility to protect your own password from disclosure to others. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session.
- **IMPORTANT NOTE:** The LivFit Health Risk Assessment Personalized Report ('Report') is only an indicative report meant for increasing general awareness and information purposes. This Report is neither to be considered as comprehensive nor definitive assessment of your health nor should it be considered as any medical advice nor meant to substitute you consulting your doctor. The contents of the Report are based on data and information entered by you and further analyzed based on generically available and accepted general standards. The Report may not appropriately assess, incorporate or reflect your unique needs or requirements. You might also not be aware or be mistaken in your assumptions or in the actual data/feedback entered. Hence you must always correlate the Report with further detailed clinical screening and

consult a registered doctor before you rely upon any assessment or act on any recommendation mentioned in this Report.

## ii. Wellness Coaching Services:

“Wellness Coach” means our third party providers trained wellness coach who shall provide fitness coaching services to you. The additional terms and conditions stated below apply to wellness coaching services provided through our third party service provider. Agreeing to such service constitutes acceptance of the below additional Terms and Conditions.

- You affirm that you are in good physical condition to exercise as recommended by the wellness coach and you have taken the advice of a medical professional before engaging in any physical activity program.
- Post HRA completion, the wellness coach will call you to discuss your fitness training program and may discuss a comprehensive assessment of your needs and goals. The wellness coach will do so in a respectful and confidential manner. The wellness coach will create a plan to guide you towards the goals specified that is safe, effective and conducive.
- The wellness coach may maintain additional record of your progress and provide necessary feedback to you from time to time. The wellness coach will evaluate and modify your personalized program in order to maintain progress to previously agreed needs and goals.
- You are expected to discuss all personal health history and any medical concerns with the coach. Withholding such information may lead to injury or serious health concerns.
- However, as with any exercise program, there are risks, including increased heart stress and the chance of musculoskeletal injuries. In volunteering for this program, you agree to assume responsibility for these risks and waive any possibility for personal damage. You also agree that, to your knowledge, you have no limiting physical conditions or disability that would preclude an exercise program. By proceeding further/ and/or acting upon any recommendation/advise from the wellness coach, you accept full responsibility for your own health and well-being AND you acknowledge an understanding that no responsibility is assumed by us.
- You should agree that the results of any training program cannot be guaranteed and your progress depends on your own effort and cooperation during and after sessions. In particular you should acknowledge that individual results may vary and you may or may not achieve your fitness goals.

## iii. Group Fitness Classes

We have partnered with various gym facilities to offer you free group classes. Agreeing to such service constitutes acceptance of the below additional Terms and Conditions.

- As places are reserved on a first-come-first-served basis due to space restriction, please call directly the gym facility in advance to reserve your spot. Present your Sukoon Medical Card to sign up.
- In case seats are full at fitness center, we are not bound to provide group classes at any other fitness center.
- You must sign in at the attendance book provided by the gym after attending the classes.
- You should dress and behave appropriately for a professional fitness studio environment. No outdoor trainers will be allowed in the studio. You must familiarize yourself with the Club Rules before you use the Club.
- In case you wish to cancel your group class appointment or wish to reschedule for a later date, you must notify the gym at least 3 days prior to the class.

## iv. Gym Access

We have partnered with various gym facilities to provide discount on membership. Agreeing to such service constitutes acceptance of the below additional Terms and Conditions.

- Present your Sukoon Medical Card to avail discount on standard rate of gym.
- You have to abide with the rules of the respective gym and we do not have any liability or interference in it.
- You cannot hold us responsible for any dispute arising between you and gym facility center. You are requested to pay/settle your membership fee with the gym facility.

## v. Star Program

We have partnered with Circuit Factory and Smart Fitness for Star Program. This intensive training involves exercise, nutrition and expert supervision to lose fat and try to increase muscle mass over a period of time. Agreeing to such service constitutes acceptance of the below additional Terms and Conditions.

### Program Qualification Criteria:

- To join our Star Program, you should be an active Sukoon Healthcare member
- You must have completed the LivFit online Health Risk Assessment survey.
- Your BMI must be 29 above.
- You have spoken to our Wellness Coach and received a written approval that we are ready to reimburse your classes program
- You have paid and attended the following group classes from:
  - » Circuit Factory: Challenge program
  - » Smart Fitness: Blue Print, Figure of 8 or S.W.E.A.T. programs

### What do we do?

We will reimburse you %50 of the cost if you attend %90 of the classes and %80 if you reach your goal. Once you complete your program, email the program bill for reimbursement at [coach@livfit.ae](mailto:coach@livfit.ae).

## vi. Health Check Up

We have partnered with our Network Providers to provide discounted health checkup packages for you. Agreeing to such service constitutes acceptance of the below Terms and Conditions.

- The health checkup package cannot be split between two or more people.
- Medical tests are laboratory dependent hence test results may vary from center to center.
- You should make payment against the health checkup directly to the provider.
- You are requested to book your appointment directly with the service provider. Appointment is subject to availability at the Network Provider's facility and we have no right over the provider on this.
- You must carry your Sukoon Healthcare and present to the provider in order to avail benefit of discount arranged by us.
- You have to collect your medical report from the network provider.
- We shall not be responsible for anything relating to arising out of services availed of by the member at center of network provider.
- We reserve the right to cancel or amend discount percentage with our network providers without any notice. Please visit our website [www.livfit.ae](http://www.livfit.ae) to know more.

## 9. Disclaimer of Warranties and Liability

- i. You understand and agree that Sukoon provides the Services on an «as is», «with all faults» and «as available» basis. All warranties including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded. Your use of the Application is at your own sole risk.
- ii. Sukoon, and its affiliates and associates shall not be liable, at any time for any direct, indirect, punitive, incidental, special or consequential damages (including, without limitation, damages for loss of business, damage to hardware or loss of profits, loss of data or profits, whether arising in contract, tort or otherwise arising out of or in any way connected with the use of the Application, with the delay or inability to use the Applications or Services, or due to use of the contents available in the Application or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, or due to use of information contained in the Application).
- iii. No representations, warranties or guarantees whatsoever are made by Sukoon as to the (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation; (b) that the Services will be uninterrupted, timely, secure, or error-free; (c) the quality of any services, content, information, or other material in the Application will meet your expectations or requirements; or (d) any errors in the Application will be corrected.
- iv. This Application may also contain information, offers, contents supplied by third parties/ links to third party websites. Any opinions, advice, statements, services, offers, other information or content expressed or made available maybe those of third parties and/or the respective author(s), and not of Sukoon. Neither Sukoon nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. Sukoon neither endorses nor is responsible for the offers, accuracy or reliability of any information, opinion, advice or statement made in the Application with respect to such third party's offers, accuracy or reliability of any information, opinion, advice or statement etc. It is your responsibility to evaluate the offers, accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Application before relying or acting upon the same.
- v. This Application may have certain links which may lead to resources outside the Application. Although these third-party websites, applications may contain Sukoon's logo, but such third party applications/websites will always be independent from Sukoon, and Sukoon does not have any control over these websites or applications. Sukoon, therefore, accepts no responsibility or liability due to your use of such third-party websites or applications. Once you access such third part website/content/link you will additional be subject to such third parties terms and conditions.
- vi. Under no circumstances, including but not limited to negligence, shall Sukoon, its employees and directors, its suppliers and its third party providers be liable to You for any direct, indirect, incidental, special or consequential damages or any damages whatsoever including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, loss of profits, data or other intangible, business interruption, loss of privacy, or any other pecuniary loss), arising out of or in any way connected with the use/delivery/performance of this Application, with the delay or inability to use this Application or any links or items on the Application, the provision of or failure to provide services, or for the content obtained through this Application, or otherwise arising out of the use of this Application, whether based on contract, tort, strict liability or otherwise, or for cost of procurement of substitute goods and repair and correction services or resulting from the use of this Application or obtained or messages received or transactions entered into through or from the Application or resulting from unauthorized access to or alteration of Your transmissions or data, even if Sukoon has been advised of the possibility of such damages.
- vii. You agree that Sukoon shall not be liable for any damages arising from interruption, suspension or termination of the Application, including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.
- viii. You specifically agree that any misuse or negligence caused by you under this Agreement will entitle Sukoon to take suitable action against you and others engaged in such acts under civil, criminal and/or common law for damages and/or punishment. You agree to indemnify and keep Sukoon indemnified at all times from all losses, damages, costs, expenses, loss of profits, loss of business, proceedings, actions, suits (including legal fees) caused to or suffered by Sukoon as a direct or indirect consequence of Your actions, including due to breach of this Agreement, error, negligence or default.
- ix. Sukoon shall not be responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay, interruption, failure, deletion, defect of any information, research, reports, analysis, quotes etc. in this facility or any part thereof.
- x. Sukoon shall not incur any liability direct or indirect, to you or any third party, as a consequence of non-functioning of any equipment belonging to you, any third party or us. We shall not be responsible for any downtime of such equipment.

Sukoon does not warrant or guarantee that access to the Application/Services/Website will be uninterrupted, timely, secure, or error free; nor does Sukoon make any warranty or guarantee as to the results that may be obtained from the



Facility or use of the Facility or as to the accuracy or reliability of the Facility. We try to provide HRA + Mobile services 24 x 7 but can't give you warranty that services will be error-free/ uninterrupted. Sukoon has right to modify/discontinue, (temporarily or permanently) with or without notice.

- xi. Sukoon shall not be liable for any action taken by you based on or relying on the information provided in or by the Website/ Services/Application.
- xii. Sukoon will not be liable for any virus that may enter your system as a result of you using the Application/Website. Sukoon makes no warranty to you or third parties that the Application/Website will be virus free. Sukoon will not be liable for any direct, incidental or consequential loss, which may be caused to you as a result of your use of the Application/Website.
- xiii. If You are dissatisfied with the Application/Website/Services or any portion thereof, Your sole and exclusive remedy is to discontinue using this Application/Website/Services
- xiv. Sukoon reserves the right to store information on a user's computer in the form of a «cookie» or similar file for purposes of modifying the Facility to reflect users' preferences.
- xv. In the event any exclusion contained herein be held to be invalid for any reason and Sukoon or any of its affiliate entities, officers, directors or employees becomes liable for loss or damage, then any such liability of Sukoon or any of its affiliate entities, officers, directors or employees shall be limited to not exceeding the charges paid by you, if any, for the Application's usage for one month prior to such claim but in any case not exceeding the premium paid for your relevant motor insurance Policy

## 10. Indemnification

You agree to defend, indemnify and hold harmless Sukoon, its subsidiaries, its vendors, directors, employees, affiliates, licensors, agents and suppliers from and against all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of , inability to use and/or activities in connection with the Website/ Application and/or the Services; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to Sukoon or any third party with relation to the Application/ Services. It is hereby clarified that this defense and indemnification obligation, including other indemnification clauses as mentioned within other clauses within these Terms, will survive these Terms

## 11. Grievance Redressal

Redressal Mechanism: Any complaints, abuse or concerns with regards to the Website, Application, the Services or breach of these terms shall be immediately informed to the authorized representative of Sukoon

## 12. Severability

Each of the provisions of this Agreement are severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

## 13. Waiver

No failure or delay on the part of Sukoon to exercise any power, right or remedy under any of the Terms shall operate as a waiver thereof, nor shall any partial exercise by Sukoon of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in these Terms are cumulative and are not exclusive of any remedies provided by law.

## 14. Changes to the Terms

Sukoon reserves the right to make changes to these Terms of Use anytime and without any prior written notice and from time to time, to address any required changes including as required by the law or regulatory changes or as required due to changes to functionality offered through the Application. Your continued use of the Application and the Services after the date the changes as advised to you will constitute your acceptance to such modified terms.

## 15. Termination

Sukoon reserves its right to refuse service, restrict, suspend your access to the Application; delete, move, or remove any content that is available in or through the Application; establish general practices and limits concerning use of the Application at any time with or without any prior notice and with immediate effect.

## 16. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the United Arab Emirates. Each of the Parties hereby agree to submit all disputes to exclusive jurisdiction of the competent courts of United Arab Emirates If you do not agree with these terms, please do not proceed any further and/or do not avail/participate in LivFit wellness program/services.

# *It's time to* **TAKE CHARGE**

Sukoon Insurance PJSC  
Paid up Capital AED 461,872,125, C.L. No. 203970  
Regulated by the Central Bank of the UAE  
No. 9 dated 24/12/1984, TRN 100258594900003  
Head Office: P.O. Box 5209, Dubai, UAE  
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