

Terms & Conditions

END USER LICENCE AGREEMENT

1.0 Introduction

- 1.1 These terms and conditions shall govern your use of our website. Term website for this contract covers web sites, mobile apps and any other electronic access related to ayubo.life.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

2.0 Copyright notice

- 2.1 Copyright © Digital Health Care Solutions Pvt Ltd.
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3.0 Licence to use website

- 3.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;

- (d) stream audio and video files from our website; and
 - (e) use our website services by means of a web browser,
- subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for your own personal and business purposes as contracted by you, and you must not use our website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4.0 Acceptable use

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
 - (f) violate the directives set out in the robots.txt file for our website; or
 - (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5.0 Use on behalf of organisation

- 5.1 If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:
- (a) yourself; and
 - (b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.

6.0 Registration and accounts

- 6.1 To be eligible for an account on our website under this Section 6, you must be resident or situated in Sri Lanka, Bangladesh, Pakistan, Maldives or Seychelles.
- 6.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you or by following any other method offered to you.
- 6.3 You must not allow any other person to use your account to access the website.
- 6.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.5 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

7.0 User login details

- 7.1 If you register for an account with our website, you will be asked to choose a user ID and password.
- 7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 13; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8.0 Cancellation and suspension of account

8.1 We may:

- (a) edit your account details;
- (b) temporarily suspend your account; and/or
- (c) cancel your account,

at any time in our sole discretion, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, you will be entitled to a refund of any amounts paid to us in respect of those services that were to be provided by us to you after the date of such cancellation; we will give you reasonable written notice of any cancellation under this Section 8.1.

8.2 You may cancel your account on our website by making a written request via email to support@ayubo.life with "Cancel" as the email subject. You will not be entitled to any refund unless you cancel your account in accordance with this Section 8.2.

9.0 Subscriptions

- 9.1 To become a subscriber to our website services, you must pay the applicable subscription fees after you have registered for an account with our website. We will send you an acknowledgement of your order. If your order is accepted, we will send you an order confirmation, at which point the contract between us for the supply of the website services shall come into force.
- 9.2 You will have the opportunity to identify and correct input errors prior to making your order by offering a review after entering payment information.

- 9.3 For so long as your account and subscription remain active in accordance with these terms and conditions, you will benefit from the features specified on our website in relation to your subscription type.
- 9.4 We may from time to time vary the benefits associated with a subscription by giving you written notice of the variation, providing that, if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your subscription, and we will refund to you any amounts paid to us in respect of any period of subscription after the date of such cancellation and based on services remaining to be used by you.
- 9.5 At the end of any period of subscription for which you have paid, and subject to the other provisions of these terms and conditions, your subscription will be automatically cancelled, unless you renew the subscription and pay the applicable subscription fees.

10.0 Fees

- 10.1 The fees in respect of our website services will be as set out on the website from time to time.
- 10.2 All amounts stated in these terms and conditions or on our website are stated exclusive of VAT and any other applicable taxes, levies.
- 10.3 You must pay to us the fees in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.
- 10.4 We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.
- 10.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.
- 10.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
- (a) an amount equal to the amount of the charge-back;
 - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
 - (c) an administration fee of LKR 5,000 including VAT; and
 - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 10.6 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as

a result, this will constitute an unjustified charge-back for the purposes of this Section 10.6.

- 10.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.
- 10.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

11.0 Distance contracts: cancellation right

11.1 This Section 11 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

11.2 You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period:

(a) beginning upon the submission of your offer; and

(b) ending at the end of 14 days after the day on which the contract is entered into,

subject to Section 11.3. You do not have to give any reason for your withdrawal or cancellation.

11.3 You agree that we may begin the provision of services before the expiry of the period referred to in Section 11.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then:

(a) if the services are fully performed, you will lose the right to cancel referred to in Section 11.2;

(b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 11.

11.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 11, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

11.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 11, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 11.

- 11.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 11.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 11 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

12.0 Your content: licence

- 12.1 In these terms and conditions, "your content" means all work and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website. Your content as defined in this section does not include "Your medical and lifestyle data" entered or collected.
- 12.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.
- 12.3 You grant us the right to sub-license the rights licensed under Section 12.2.
- 12.4 You grant us the right to bring an action for infringement of the rights licensed under Section 12.2.
- 12.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 12.6 You may edit your content to the extent permitted using the editing functionality made available on our website.
- 12.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

13.0 Your content: rules

- 13.1 You warrant and represent that your content will comply with these terms and conditions.
- 13.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 13.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

14.0 Report abuse

- 14.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

14.2 You can let us know about any such material or activity by email to info@ayubo.life with subject as "Abusive Content".

15.0 Consent given to hospitals during a screening

15.1 If you carry out a screening with the ayubo.life app, you agree to share your personal details and vitals information to the hospital/centre you were referred to as well as to get the reports/laboratory data back to ayubo from the hospital/centre the screening was carried out at, subject to our Privacy Policy.

16.0 Health and fitness information

16.1 Our website contains general primary subject matter.

16.2 The primary subject matter is not advice and should not be treated as such.

16.3 The primary subject matter on our website is provided without any representations or warranties, express or implied.

16.4 Without limiting the scope of Section 16.3, we do not warrant or represent that the primary subject matter on this website:

(a) will be constantly available, or available at all; or

(b) is true, accurate, complete, current or non-misleading.

16.5 You acknowledge that all exercise involves a risk of personal injury, including a small risk of serious injury or death, and agree that you are responsible for your health and well-being in relation to any exercise programme that you may undertake, whether or not such exercise programme uses the primary subject matter published on this website.

16.6 If you are pregnant or suffer from any medical or physical condition or disability, you should not make any changes to your diet, nutrition, lifestyle, activities or exercise programmes based on the primary subject matter published on our website without first consulting your doctor or another suitably qualified professional directly or via services offered by us.

16.7 You must not rely on the information on our website as an alternative to medical advice from your doctor or other professional healthcare provider.

16.8 If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider or access a qualified expert offered by us through the website.

16.9 If you think you may be suffering from any medical condition, you should seek immediate medical attention.

- 16.10 You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on our website.
- 16.11 Our website includes interactive features that allow users to communicate with us.
- 16.12 You acknowledge that, because of the limited nature of communication through our website's interactive features, any assistance you may receive using any such features is likely to be incomplete and may even be misleading with the exception of when you obtain Paid Service from an Expert within the web site.
- 16.13 Any assistance you may receive using any interactive features in our website's does not constitute specific advice and accordingly should not be relied upon without further independent confirmation unless you have received such information as part of Paid Service from an Expert within the web site.
- 16.14 Subject to Section 18.1, we will not be liable to you in respect of any loss, injury or damage you may suffer as a consequence your reliance upon the information published on our website.

17.0 Video Calls

17.1 Video Call Appointments and Video/Audio Medical/Health Consultations:

- (a) After logging in to your ayubo