

TERMS AND CONDITIONS

The Terms and Conditions were last updated on 05 April 2023

1. Introduction

Welcome to the Renova Terms and Conditions. These Terms and Conditions, combined with any other documents referred to in these terms (collectively, the “**Terms and Conditions**”) set out the legal agreement between:

You, the Renova client (the “**Client**”, “you”, “yours”), and

Checkme FZE, a legal entity, duly incorporated as a Limited Liability Free Zone Establishment under the DWTCA, UAE, with Registration Number 2327, with registered office at Premise № SD 340-29, floor 03, building name The Offices 3 – One Central, Dubai World Trade Centre, United Arab Emirates (the “**Renova**”, “we”, “our”, “us”).

Please read through this document carefully to understand how your account and our services work. If you do not agree with these Terms and Conditions, do not sign up for or use our services. Users in certain regions may have different Terms and Conditions applicable to them.

These Terms and Conditions apply to this website (the “**Website**”) and to the Renova App (downloadable via links <https://apps.apple.com/ru/app/id1555968311> and <https://play.google.com/store/apps/details?id=ru.checkme.app>, the “**Renova App**”) and are operated by or on behalf of Renova, and to the transactions related to our products and services.

You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms and Conditions, the provisions of these additional contracts will control and prevail.

2. The Service

We are helping to meet the expectations of modern customers creating a digital customer experience in just a few days with our no-code builder and customer-facing app. We provide the SaaS solution that changes how the insured gets insurance services. The Website and the Renova App are designed to transform all of the massive paperwork into a digital and simple user-friendly system (the “**Service**” or the “**Services**”).

3. Binding

By signing a Side Letter to these Terms and Conditions and getting access to the Service, you hereby agree to be bound by these Terms and Conditions set forth below. The mere use of the Website and the Renova App implies the knowledge and acceptance of these Terms and Conditions. In some particular cases, we can also ask you to explicitly agree.

4. License

Subject to your compliance with these Terms and Conditions, Renova grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable, and worldwide license to: access to use the Website and to the Renova App (or to white-label app created on the base of Renova app if you have purchased this module for the additional fee) on your (your directors’, officers’, employees’, advisors’ or other individuals’ included in the certain program and for the benefit of which the Service was requested) personal device solely in connection with your use of Service; and access to any content, information and related materials and functionality that may be made available through the usage of the Website and the Renova App, and as good and valuable consideration, you agree to pay certain fees as stipulated in the respective Side Letter to these Terms and Conditions. All rights not expressly granted herein are reserved by Renova and Renova licensors.

5. Execution of Side Letters

In order to get access to the Service the Client shall also provide and sign the Side Letter to these Terms and Conditions with Renova, that shall be considered as its integral part. The Side Letter specifies all the commercial terms on working with a particular Client and grants the lawful right to use the Service.

The Side Letter to the Terms and Conditions may include, but not compulsory (depending on the particular terms and the parties' reasonable needs), the following:

- the specific License Period during which the Licensee has the right to use the Software;
- the amount of the License Fee for the use of the Software during such a License Period;
- the number of Clients that the Licensee can serve using the Software during such a License Period;
- the License Fee payment procedure;
- the ways of communication;
- other reasonably necessary details (if required).

6. License Fee; Taxes

6.1. License Fee

The License Fee is stated in the respective Side Letter to these Terms and Conditions. Renova may revise the License Fee at any time. If Renova revises the License Fee for a Service that you are currently using, Renova will notify you at least 30 days before the revised License fee apply to you.

6.2. Collection of Fees and Other Amounts

You must pay, or ensure that Renova is able to collect, the License Fee and other amounts you owe under these Terms and Conditions when due. Renova may deduct, recoup or set-off the License Fee and other amounts you owe under these Terms and Conditions, or under any other agreements you have with Renova or any of its Affiliates, by sending an invoice to you for those amounts. If you fail to pay invoiced amounts that you owe under these Terms and Conditions, or under any other agreement with Renova or any of its Affiliates, then Renova may, to the extent Law permits, deduct, recoup or setoff those amounts from: (a) if established and applicable, each Reserve; (b) funds payable by Renova or its Affiliate to you or your Affiliate; (c) if established, each User Affiliate Reserve; (d) each User Bank Account. If the currency of the amount being deducted is different from the currency of the amount you owe, Renova may deduct, recoup or set-off an amount equal to the amount owed (using the official conversion rate) together with any fees Renova incurs in making the conversion.

6.3. Taxes

Renova's fees exclude all Taxes, except as the Side Letter states to the contrary. You have sole responsibility and liability for:

- determining which, if any, Taxes or fees apply to the sale of your products and services, acceptance of donations, or payments you make or receive in connection with your use of the Services; and
- assessing, collecting, reporting and remitting Taxes for your business.

If Renova is required to withhold any Taxes, Renova may deduct those Taxes from amounts otherwise owed to you and pay those Taxes to the appropriate taxing authority. If you are exempt from paying, or are otherwise eligible to pay a reduced rate on, those Taxes, you may provide to Renova an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status or reduced rate eligibility, in which case Renova will not deduct the Taxes covered by the certificate. You must provide accurate information regarding your tax affairs as Renova reasonably requests, and must promptly notify Renova if any information that Renova prepulates is inaccurate or incomplete. Renova may send documents to you and taxing authorities for transactions processed using the Services. Specifically, applicable

law may require Renova to file periodic informational returns with taxing authorities related to your use of the Services. Renova may send tax-related information electronically to you.

7. Electronic communication

By using the Website or the Renova App or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on the Website, by sending an email to you, or via messengers, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

8. Intellectual property

The Website, the Renova App and all rights therein are and shall remain Renova's property or the property of Renova's licensors. Neither this Agreement nor your use of the Website or the Renova App convey or grant to you any rights: (i) in or related to the Website or the Renova App except for the limited license granted above; or (ii) to use or reference in any manner Renova's company names, logos, product and service names, trademarks or services marks or those of Renova's licensors.

All text, graphics, user interfaces, visual interfaces, photographs, sounds, music, artwork and computer code (the "**Materials**"), including, but not limited to, the design, structure, selection, coordination, expression, and arrangement of such Materials, contained within the Website or the Renova App, are owned, controlled or licensed by or to Renova, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and competition laws.

Except as expressly provided in these Terms and Conditions, no part or any content from the Website and the Renova App may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way without Renova's express prior written consent.

9. Ways of use

Ways to use the Website:

- Performing the following actions to use the Site functionality available during Site administration:
- Creating insurance plans;
- Invite insured individuals, to attach and detach;
- Managing requests from the insured with our service desk;
- Creating promotions, promo codes, and products;
- Get analytics.

Ways to use the Mobile Application:

- View the contents of the insurance program;
- Send messages to the insurance provider;
- Get insurance services;
- Keep track of your upcoming visits and appointments;
- Get other offers from insurance providers.

The following actions (inaction) with the Software, methods and rights to use the Software are permitted to you only upon receipt of the Renova's prior written consent:

- a. Modification, adaptation, decompilation, disassembly, editing, other actions with the source code and (or) object code of the Software, including those aimed at extracting the source text of the Software, and (or) changing the source code and (or) object code of the Software, and (or) obtaining information about the implementation of algorithms used in the Software;
- b. Creation of derivative works using the Software;

- c. Any other methods and rights to use the Software that are not expressly permitted or not granted to you in accordance with these Terms and Conditions are considered not permitted or not granted to you.

During the term specified in the respective Side Letter, Renova, including at the request of the Client and for a fee, may create patches, new versions, updates, additional modules, changes or other results of intellectual activity in relation to the Software (“Updates”). The exclusive rights to such Updates will belong to the Licensor. The Licensee has the right to use Updates from the moment the Licensor provides access to them on the terms stipulated in the Terms and Conditions and Side Letter with respect to the Software.

Necessary conditions for using the Software:

- The Client has access to the Internet (at a speed of at least 512 kbit/s);
- Passing the registration and account activation procedure.

10. Third-party property

The Website and the Renova App may include hyperlinks or other references to other party’s websites. We do not monitor or review the content of other party’s websites which are linked to from the Website. Products or services offered by other websites shall be subject to the applicable terms and conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

11. Responsible use

By visiting the Website or using the Renova App, you agree to use it only for the purposes intended and as permitted by these Terms and Conditions, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use the Website, the Renova App or the Services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from the Website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to the Website.

Engaging in any activity that causes, or may cause, damage to the Website or the Renova App or that interferes with the performance, availability, or accessibility of the Website or the Renova App is strictly prohibited.

12. Account

After signing the Side Letter with Renova you may register for an account with the Website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to the Website or services with any other person. You must not allow any other person to use your account to access the Website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you become aware of any disclosure of your password.

After account termination, you will not attempt to register a new account without our permission.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (for example a letter sent by post, fax, or email). Our contact details can be found below.

13. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

14. Termination of use

In case of your material breach of these Terms and Conditions, your violation of applicable laws and regulations or intentional infliction of damages and losses to us or causing harm to our Website or Renova App, we may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the Website or the Renova App thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of the Website and the Renova App.

In this case you will not be entitled to any compensation or other payment, even if certain features and settings are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Website or on the Renova App.

15. Warranties and Liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. The Website and any content it contains is provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the content. We make no warranty that:

- the Website or our products or services will meet your requirements;
- the Website will be available on an uninterrupted, timely, secure, or error-free basis (unless the mistakes occur on our part - in this case we will do our best efforts to fix it);
- the quality of any product or service purchased or obtained by you through the Website will meet your expectations.

Nothing on the Website and on the Renova App constitutes or is meant to constitute, legal, financial or medical advice of any kind. We just provide access via our platform for kind and convenient decisions of your needs, but do not act on behalf of, or as the agents of third parties.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, the Service.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the Website, the Renova App or any products and services marketed or sold through the Website, Renova App, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the License Fee upon the respective Side Letter. Such a limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

We make no warranty, and disclaim all responsibility and liability for, the availability, timeliness, security, reliability, quality of the Renova App, any related software, or other products, services, information obtained through the Renova App.

16. Downloading the Renova App from other app stores

Where you download the Renova App from app store or distribution platform (the "**Distribution Platform**") you agree that:

- the Terms and Conditions are between you and Renova, and not with the provider of the Distribution Platform ("Store Provider");
- your use of the Renova App must comply with the Store Provider's then-current Distribution Platform Terms of Service;
- the Store Provider is only a provider of the Distribution Platform where you obtained the Renova App;
- Renova, and not the Store Provider, is solely responsible for the Renova App;
- the Store Provider has no obligation or liability to you with respect to the Renova App or the Terms and Conditions; and
- you acknowledge and agree that the Store Provider is a third-party beneficiary to the Terms and Conditions as it relates to the Renova App.

17. Miscellaneous

17.1. Privacy

To access the Website and/or the Renova App, you may be required to provide certain information about yourself. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

Read more about how we work with the personal data here.

17.2. Accessibility

We are committed to making the content we provide accessible to individuals with disabilities. If you have a disability and are unable to access any portion of the Website due to your disability, we ask you to give us a notice including a detailed description of the issue you encountered. If the issue is readily identifiable and resolvable in accordance with industry- standard information technology tools and techniques we will promptly resolve it.

17.3. Export restrictions / Legal compliance

Access to the Website and/or the Renova App from territories or countries where the products or Services sold on the Website is illegal is prohibited.

17.4. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and Conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

17.5. Breaches of these Terms and Conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the Website, contacting your internet service provider to request that they block your access to the Website, and/or commence legal action against you.

17.6. Force majeure

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these

Terms and Conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

17.7. Indemnification

You agree to indemnify, defend and hold us harmless from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and Conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

17.8. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

17.9. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

17.10. Updating of these Terms and Conditions

We may update these Terms and Conditions from time to time. The date provided at the beginning of these Terms and Conditions is the latest revision date. Your continued use of the Website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions. To request a prior version of these Terms and Conditions, please contact us.

17.11. Choice of Law and Jurisdiction

These Terms and Conditions **shall be governed by and construed with the laws of England and Wales**. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of the United Arab Emirates. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

17.12. Contact information

The Website is owned and operated by Renova. You may contact us regarding these Terms and Conditions via email: partner@renova.world

18.14. Download

You can also download our Terms and Conditions as a PDF.