

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using Davva.

ABOUT THIS DOCUMENT

These Terms and Conditions constitute an agreement between you and Davva, owned by Pari Portal LLC - FZ ("Davva", "Pari", "We", "Our", "Ours" or "Us", as the context may be). There are rules you agree to follow when using www.davva.com and other related websites and mobile applications with links to these Terms and Conditions (collectively, the "Site") including when you ask questions and when you view or input content on or into the Site.

WHO WE ARE

We are registered in Dubai, United Arab Emirates under license number 746609 and have our registered office at Meydan, Nad Al Sheba, PO Box 413959, Dubai, United Arab Emirates. We are a limited liability company. To contact us, please email support@davva.com. Please note that Davva only offers its services in select areas. Davva is not a pharmacy, diagnostic, therapy or medical centre or medical clinic and does not stock any products or conduct any diagnostic tests, therapy sessions or other medical services. Davva is not an institute related to any medical body or to the healthcare industry. Davva is not an agent, a partner, an affiliate, a representative or a distributor of any pharmacy, diagnostic, therapy or medical centre or medical clinic and any Request must be accepted and confirmed by the individual pharmacy, diagnostic, therapy or medical centre or medical clinic, as applicable, before being deemed definite. Davva and the individual pharmacies, diagnostic, therapy or medical centres or medical clinics have the right to refuse any Request. This document contains important information that you need to consider. These Terms and Conditions constitute an agreement between you and us, the creators of Davva, and govern your use of Davva. By installing or using Davva, you, the user, agree to be bound by the Terms and Conditions. Please review them carefully before installing or using Davva. You acknowledge and agree that Davva is only a technology services provider and, unlike the individual pharmacy, diagnostic, therapy or medical centre or medical clinic providing services, is neither a pharmacy, diagnostic, therapy or medical centre or medical clinic, as applicable, itself nor is involved in the healthcare or medical sector in any way. Please note that any dissatisfaction with an Institute's services is not any fault of ours. We strictly only act as intermediaries between you and the Institute and are not responsible for any action or inaction of any Institute.

USE OF THE SITE

By accessing, using or browsing our Site, you confirm that you accept, without limitation or qualification, the Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use our Site or access any of the Services. You agree that we may send you any notices regarding the Services through electronic means including but not limited to e-mail, mobile text message, push notifications on your mobile device, or communications posted to the Site. Any of the aforementioned notices is effective when sent by us, regardless of whether you receive or read it.

DEFINITIONS

"Appointment" or **"Appointments"** means the doctor consultations (or any part of them) as set out in a Customer's Request.

“Customer” or **“Customers”** or **“User”** or **“Users”** means you, any end user authorized by us to use the Davva Services for the purposes of making a Request and/or using other ancillary services provided us.

“Customer Information” means information about you made available by you to us in connection with your Request, which may include, but is not limited to, your login details for Davva (such as your email address), name, delivery address, contact information, Emirates ID and Health Insurance details.

“Davva” means our mobile application and/or our website, <davva.com>, through which you can place Requests.

“Davva Services” means our lead generation and any related services licensed by us that enable you to make Requests, where the services include Davva and Davva’s software, websites, and related support services systems, as may be updated or modified from time to time.

“Device” means a mobile device owned or controlled by you on which the Davva application has been installed as authorised by us for the purpose of using the Davva Services.

“Health Insurance” means an insurance coverage that pays, whether partially or entirely, for medical and/or surgical expenses incurred by you by either reimbursing the expenses incurred by you directly to the Institute (a **“Type A Health Insurance”**) or, alternatively, directly to you (a **“Type B Health Insurance”**).

“Health Insurance Documents” means any and all documentation, including copies thereof, related to your Health Insurance coverage required to be given and/or shown by you to the Institute in order for you to benefit from your Health Insurance and in order to allow the Institute or yourself, as applicable, to claim money from the insurer, where applicable, including, but not limited to, a copy of your Health Insurance claim form, Prescription (or the reference number for an e-Prescription) and Health Insurance card.

“Institute” or **“Institutes”** means the available pharmacies, doctors, therapy, diagnostic or medical centres or clinics listed on Davva by us to benefit from our Davva Services.

“Payment” or **“Payments”** means any payment due to an Institute for services rendered.

“Prescription” means a licensed doctor’s medical prescription (whether issued online, as an e-Prescription, or, alternatively, is handwritten), including any copies thereof, indicating the Tests or Therapy Sessions you may or must undertake or the medicines you may or must purchase, where such doctor is licensed to practice in the United Arab Emirates and/or an individual Emirate (For Requests From the United Arab Emirates) and India and/or an individual State (For Requests From India), as applicable.

“Request” or **“Requests”** means a request placed by you for Appointments, Tests, Therapy Sessions or pharmaceuticals using Davva and the Davva Services.

“Test” or **“Tests”** means the diagnostic tests (or any part of them) as set out in a Customer’s Request.

“Therapy Session” or **“Therapy Sessions”** means the physiotherapy, behavioural therapy, or any other therapy sessions (or any part of them) as set out in a Customer’s Request.

References to a **“person”** include a natural person, corporate or unincorporated body (whether or not having separate legal personality).

References to a Party include its personal representatives, permitted assigns and successors.

References to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

References to the singular include the plural and vice versa and references to any gender include both genders.

Any phrase introduced by the terms **“including”, “include”, “in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

ELIGIBILITY

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to use Davva and the Davva Services. If you are under the age of 18, you may not use Davva or the Davva Services. Using the Davva Services is void where prohibited by applicable law, and the right to access Davva is revoked in such jurisdictions. By using Davva and/or the Davva Services, you represent and warrant that you have the right, authority, and capacity to enter in to the Terms and Conditions and to abide by all the terms set forth herein. Davva is administered in Dubai, United Arab Emirates and is intended for users within the United Arab Emirates and India; any use outside of the United Arab Emirates and India is at the user’s own risk and users are responsible for compliance with any local laws applicable to their use of the Davva Services. A parent or guardian may use Davva and/or the Davva Services to manage Requests for a minor until that minor turns 18. You, as a parent or a guardian, are solely responsible for providing supervision of the minor’s use of Davva and/or the Davva Services. You assume full responsibility for ensuring that the Customer Information is kept secure and that the information submitted is accurate.

GENERAL

To make a Request, you must login to Davva using your Customer Information. You may make a Request on behalf of a Family Member. Where it is a Request for a Family Member, you must create a profile for such Family Member on Davva with his or her Customer Information prior to making such Request. You must also indicate that the Request is for the particular family member so that the Family Member’s Customer Information can be verified by the Institute when services are rendered, as required. For any Health Insurance related Request, you must upload soft copies of any and all Health Insurance Documents and handover any hard copies of the Health Insurance Documents if required by an Institute. You are ultimately responsible for uploading your own or your Family Member’s Health Insurance documents, as applicable, and for ensuring their authenticity. Davva does not recommend or endorse any Institute and does not make any warranties or representations with respect to the Institutes or the quality of the services any Institute may provide. Davva uses reasonable efforts to ensure that all Institutes hold a valid license.

PHARMACEUTICAL SERVICES

A Request for the supply of pharmaceuticals is only confirmed when accepted by your selected Institute. You will receive a notification via Davva confirming the acceptance of your Request and, upon request, you will be updated on the status of your Request. Davva does not guarantee timely supply of any pharmaceuticals. Please do not use Davva in case of an emergency. The Institute will contact you personally to coordinate delivery (including the time, location etc.) and you agree to cooperate with the Institute for the same. Where the Institute is unable to supply, but is able to

prepare the pharmaceuticals in your Request for pick up by you, they will call you to inform you of, and coordinate, the same. You can then decide whether you would like to take this option or cancel the Request in its entirety. Should you choose to personally pick up the pharmaceuticals, you agree to cooperate and coordinate with the Institute for the same. You will receive a notification via Davva when the pharmaceuticals have been dispatched (dispatch, here, meaning ready to be collected by you personally). If the Institute is unable to deliver to you, cannot prepare the pharmaceuticals for pick up or does not accept insurance related Requests, it has the right to reject your Request. You agree to cooperate with the Institute and handover any Health Insurance Documents to enable it to provide you its services. You agree to immediately, upon request by the Institute, pay any and all outstanding Payments for the services rendered by such Institute.

DIAGNOSTIC SERVICES OR THERAPY SESSIONS OR DOCTORS' APPOINTMENTS

To make a Request for a Test or Therapy Session or Doctor's Appointment, you must select the appropriate Institute and Request for an Appointment on a particular date and at a particular time for such Test or Therapy Session or Doctor's Appointment, as applicable. The Institute requested by you shall revert within reasonable time either:

- Rejecting your Request (if it cannot accommodate you or if it does not accept insurance related Requests);
- accepting your Request (where it can accommodate you on your selected date and at your selected time); or
- reverting with a counter offer with alternative dates and/or times (where it cannot accommodate you on your selected date and/or at your selected time).

Where a counter offer is made, you can either choose one of the alternatives given or cancel the Request in its entirety. You will receive your reports from the Institute online via Davva. You agree to cooperate with the Institute and handover any Health Insurance Documents to enable it to provide you its services. You agree to immediately, upon request by the Institute, pay any and all outstanding amounts for the services rendered by such Institute.

MEDICINE REMINDER SERVICES

If you would like to receive notifications from Davva reminding you to take your medicines at particular times during the day, week, month or year, you can set up reminders on Davva for the same. You should receive a notification from Davva reminding you to take your medicine at your selected date and time, provided that, amongst other things, your device is functioning properly and is connected to a mobile data plan or Wi-Fi, you are logged into Davva, Davva is functioning properly (both from your end and ours), has no technical glitches and is not undergoing any maintenance. Please note that we will not be responsible for your incorrect set up of any reminder and will not be liable for any inaccuracies in Davva's reminder services. We provide Davva on an "as is" basis, with all its faults and other inconsistencies. Please do not rely on Davva to take your medication. We will not be responsible for any consequences resulting from these services.

NO PHARMACY - PATIENT, THERAPY CENTRE - PATIENT, DIAGNOSTIC CENTRE - PATIENT OR DOCTOR - PATIENT RELATIONSHIP

No Pharmacy - Patient, Therapy Centre - Patient, Diagnostic Centre - Patient or Doctor - Patient relationship is created between you and us by using the services including any assistance we may provide to help you process your Prescription. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, expertise, quality of work or other information herein. Furthermore, we do not in any way endorse any

Institute and we are not agents, affiliates, employees, representatives or distributors of any Institute. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information. We have no control over and cannot guarantee the availability of any Institute at any particular time. We will not be liable for cancelled or otherwise unfulfilled Requests or any injury resulting therefrom, or for any other injury resulting from the use of Davva or the Davva Services whatsoever.

WE DO NOT PROVIDE MEDICAL, THERAPEUTICAL, DIAGNOSTICAL OR PHARMACEUTICAL ADVICE

You acknowledge that although you may send a Request via Davva, we only route your Request to an Institute. Sending your Request to an Institute does not create a Doctor - Patient, Diagnostic Centre - Patient, Therapy Centre - Patient or Pharmacy - Patient relationship between you and us and does not constitute an opinion, medical advice, diagnosis or treatment of any particular condition, but is provided to assist you with obtaining services from an Institute of your choice. You should obtain all medical advice regarding your Request from your physician and the Institute which renders its services to you or delivers your medication. Do not use Davva in an emergency to meet emergency medical needs. If you experience a medical emergency call 998 or 999 in the United Arab Emirates and 102 or 112 in India. Nothing available through any services is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care. We do not recommend or endorse any specific medication, pharmacies, doctors, healthcare Institutes or other information that are available through Davva. If you rely on information obtained by an Institute, you do so solely at your own risk. Links on Davva may be provided for your convenience only and do not mean that we endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other sites.

CUSTOMER INFORMATION

In order to use the Davva Services, you must provide certain personal and medical information about yourself or those for whom you are authorized to present the Health Insurance Documents (the "Customer"). You voluntarily submit, and hereby authorize Davva, its employees, agents, affiliates, representatives and others operating on its behalf to use and/or disclose, personal and health-related information about the Customer, in order to provide the services to you, in accordance with our Privacy Policy, including, without limitation, the Customer's name, age, gender, mobile number, email address, delivery address, image of the insurance card, image of the Prescription, image of the Emirates ID, and other Customer Information you provide through Davva that is either requested by Davva or volunteered by you. Please review the Privacy Policy carefully, as your use of Davva constitutes your agreement to the Privacy Policy.

ACCOUNT SAFETY

If you chose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion, you have failed to comply with any of the previous of these Terms and Conditions. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@davva.com. We recommend that you do not access the Site to use the Services on public computers. We also recommend that you do not store your password through your web browser or other software, and that you provide a complex alphanumeric password as

your access details. You may not transfer or share your password with anyone or create more than one user account on the Site.

AUTHORIZATION TO CONTACT YOU

You agree to be contacted by the Healthcare Institution or by us on the contact number you provide for the purpose of processing your Request, confirming any details (for example, related to a Prescription or any Customer Information), etc. Standard telephone minute charges may apply if we contact you at a mobile number or other device. By using the Davva Services, you agree to receive emails, push notifications and/or SMS (text) message notifications containing Customer Information on your mobile device via an unsecure channel. This is your personal choice, and we encourage you to protect this information carefully. You should also check with your carrier on the price and package of SMS messages or data packages available with your rate plan. Your carrier may impose message or charge limitations on your telecommunications account that are outside our control. All charges are billed by and payable to your telecommunications service provider.

YOUR RESPONSIBILITIES

Even though the Davva Services are provided for free of charge, the out-of-pocket cost of any service provided to you by an Institution will be entirely your responsibility. You are responsible for your use of Davva and for all use of your Customer Information, including use by others to whom you have given access to your mobile phone or other device. You may use Davva and the Davva Services for lawful, non-commercial purposes only. You agree that you shall not (and you agree not to allow any third party to):

- copy, modify, adapt, translate, or reverse engineer any portion of Davva, its content or materials and/or the Davva Services;
- fraudulently misuse the Davva Services by submitting a Prescription which you have no intention of obtaining or submit a fraudulent Prescription or a Prescription you are not authorized to obtain;
- create user accounts by automated means or under false or fraudulent pretenses; or
- use the Davva Services to violate any law or third party right.

In addition to our rights in these Terms and Conditions, we may take any legal action to prevent the violation of this provision and to enforce these Terms and Conditions.

FAMILY MEMBERS

When registering members, you will be designated the primary user of the account. You will be able to add another member ("Secondary User") at your discretion. If the Secondary User already has an account with us, you should add them as a member to your account. In order to remove or delete any account from the account, users can do the same through the options available on the Site or by sending an e-mail to support@davva.com.

PROMOTIONS, VOUCHERS, COMPETITIONS AND PRIZE DRAWS

From time to time we may run competitions, free prize draws and/or other promotions ("Promotional Events") on the Site. Any such Promotional Events will be subject to additional terms and conditions that will be made available to you at the relevant time. We will conduct the Promotional Events equitably, promptly and efficiently and deal fairly and honourably with you and other potential participants. Conduct of the entire Promotional Event, including decisions on the eligibility of persons to enter and validity of entry and prizes, shall be our responsibility. We will avoid causing unnecessary disappointment. Entry conditions which need to be met will be clearly

stated and all Promotional Events will only be available to those aged over eighteen (18) years. All Promotional Events will have a closing date. All entrants who have met the conditions of entry will be eligible for selection as the winner. Only one (1) entry per person will be accepted for any prize draws. Any prize on offer will be clearly stated, together with details of where the prize may be collected from or where any voucher will need to be redeemed. If the prize has a limited life, an expiry date will be clearly indicated. Prizes must be taken as stated and cannot be exchanged or redeemed for alternate prizes. Any tax liability or implication which attaches to a prize is the responsibility of the winner claiming that prize. Our decision with regards to the winner of any prizes is final on all matters relating to the Promotional Events and these Terms and Conditions, and no correspondence will be entered into in this regard. We are not responsible for any loss, damage or injury suffered or claimed (including, but not limited to, indirect or consequential loss or damage, personal injury or death, and direct or indirect loss or damage) by an entrant in relation to entering or participating in any Promotional Event or taking or using the prizes offered. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant terms and conditions are unclear, we reserve the right to make a decision regarding such situation or issue. While we intend to conduct the Promotional Events as offered, we reserve the right to cancel or change the promotion or a prize offered in the Promotional Event if we can no longer continue the Promotional Event or offer a prize due to circumstances outside our control. We accept no responsibility for late or non-received entries. We do not guarantee the continuous or fault-free operation of the entry processes, including entry validating and receipting processes, during the Promotional Event. Any entrant who tampers, or attempts to tamper, with the entry processes or tampers, or attempts to tamper with the processes used for the draws or who submits an entry which is not valid in accordance with these terms will be subject to disqualification at our discretion. By participating in the Promotional Event you are accepting these Terms and Conditions and accompanying Privacy Policy and are agreeing to be bound by them.

Vouchers:

The following conditions apply to all vouchers, whether used by you or any other person accessing the Site:

- All discounts, vouchers or promo codes only apply to first orders for our new Users unless otherwise stated.
- A minimum spend may be applicable to validate and use any discount, voucher or code.
- All discounts, vouchers or codes must be redeemed in accordance within the dates and terms prescribed on any accompanying documentation.
- Only one discount, voucher or code can be used per Request and each discount, voucher or code can only be used once per person.
- Any discounts, vouchers or codes cannot be used in conjunction with any other offer.
- Discounts, vouchers or codes cannot be exchanged for cash or any other alternatives and have no monetary value.
- If for any reason a discount, voucher or code becomes invalid due to technical failures or any other causes, we reserve the right (subject to any written directions given under applicable law) to cancel, suspend or modify the campaign that is related to that discount, voucher or code and not re-issue any additional discounts, vouchers or codes to Users.
- We reserve the right to take reasonable action to protect ourselves against fraudulent or invalid redemptions of discounts, vouchers or codes including, without limitation, to require further verification of Users as necessary or to reject any voucher that has been tampered with.

- Normal registration and these Terms and Conditions apply to any Requests arising from the use of discounts, vouchers or codes.
- We may use data from patients using discounts, vouchers or codes in accordance with our Privacy Policy.
- We are not responsible if a voucher is lost, stolen, damaged or destroyed and no replacement will be provided in these circumstances.
- Strictly no extension of the expiry date from the date of issue will be allowed.
- If you have any further questions about our voucher policy, you can contact us on support@davva.com.

CHANGES TO THESE TERMS AND CONDITIONS AND TO THE SITE

We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms and Conditions from time to time, as we reasonably deem appropriate. Upon any change in these Terms and Conditions, we will publish the amended Terms and Conditions on the Site and such changes shall be effective immediately upon posting. Every time you wish to use our Site, please check these Terms and Conditions to ensure that you understand the conditions that apply at that time. You acknowledge that your continued use of our Site will mean that you acknowledge and accept those changes and agree to abide and be bound by such modifications, alterations or updates as amended. If at any time you choose not to accept these Terms and Conditions, including any modifications, then please do not use our Site and its services.

OTHER APPLICABLE TERMS

These Terms and Conditions and any supplemental terms, policies, rules and guidelines on the Site, including the Privacy Policy which also applies to your use of our Site, constitute the entire agreement between you and us and supersede all previous written or oral agreements. The policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Important:

The Site is for informational purposes only and is not meant to be a substitute for professional medical advice, diagnosis or treatment. We are not offering advice, recommending or endorsing any specific prescription drug, institute or other information on the Site. We provide no warranty for any other information. Please seek medical advice before starting, changing or terminating any medical treatment. Third party logos, trademarks, brand names and images contained on Davva are for demonstration purposes only and are owned by their respective rights holders, who are not affiliated with this Site.

SUSPENSION OR WITHDRAWAL OF THE SITE

Our mobile application is downloadable free of charge, but the Products/Services are chargeable. We do guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for any reason. You are also responsible for ensuring that all persons who access the Site are aware of these Terms and Conditions and other applicable terms and conditions, and that they comply with them.

OWNERSHIP AND USE OF THE SITE

The content of Davva, including without limitation, names, logos, text, photographs and graphics and other materials displayed on the Site or in the Services, is owned by us and our licensors and may be protected by copyright, trademark, patent, trade secret laws, proprietary rights and/or international treaties by Davva or other entities. You acknowledge that the Davva Services contain our proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Davva Services. You may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the content, or exploit Davva and/or the Davva Services in whole or in part, for any commercial gain or purpose whatsoever. Except as is expressly provided herein, we and our Institutes do not grant you any express or implied rights, and all rights in Davva and the Davva Services not expressly granted by us to you are retained by us. You are not permitted to use any such content without our written authorisation. Ownership of all content remains with us or those other aforementioned entities. You also agree to not engage in any abusive, inappropriate or unlawful behaviour when communicating with the Site or the Institutes.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

The Site may include information and materials uploaded by other users of the Site. This information and these materials have not been verified or approved by us. Any views expressed by other users on our Site do not necessarily represent our views or values. If you wish to complain about information and materials uploaded by any other Users, please contact us at support@davva.com.

UPLOADING CONTENT TO OUR SITE

Any content you upload to our Site will be considered non-proprietary. You retain all your ownership rights for your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards. You are solely responsible for securing and backing up your content.

RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

When you upload or post content to our Site, you grant us and any Pharmacies, Doctors, Diagnostic Centres, Therapy Centres, Clinics, Hospitals and any Healthcare Institutions providing the Services, a non-exclusive enduring right to use that content.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or

technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our site is stored, or any server, computer or database connected to our Site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

GEOGRAPHICAL RESTRICTIONS

We reserve the right to determine in which locations the Davva Services are provided and make no representation that the Davva Services available through the Site will be appropriate or available for use outside of any jurisdiction in which we expressly state that we operate.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website that is not owned by you. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with our content standards. If you wish to link to or make any use of the content on our Site other than that set out above, please contact support@davva.com.

DISCLAIMER OF WARRANTIES

We do not warrant that access to or use of the Site will be uninterrupted or error-free or that defects in the Site will be corrected. This Site, including any content or information contained within it or any Service, is provided "as is", "with all faults", "as available" and with no representations, guarantees or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, quality of information, quiet enjoyment, and title/non-infringement. We make no express or implied warranties or guarantees about the Davva Services. We do not warrant the accuracy, completeness or timeliness of the information obtained through the Site. You assume total responsibility and risk for your use of this Site, the Service, and linked websites. We do not warrant that files available for download will be free of viruses, worms, trojan horses or other destructive programming. You are responsible for implementing procedures, sufficient to satisfy your needs for data back up and security. We hereby disclaim all such warranties, including all statutory warranties, with respect to the Davva Services and Davva, including without limitation any warranties that the Davva services are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing. We do not guarantee that the results that may be obtained from the use of the Davva services will be effective, reliable or accurate or will meet your requirements. We do not guarantee that you will be able to access or use the Davva Services (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness as expressly set forth herein, we make no warranties about the information systems, software and functions made accessible through the information. We do not warrant that Davva or the Davva Services will operate error-free, that loss of data will not occur, or that the Davva Services, software or Davva are free of computer viruses, contaminants or other harmful items.

LIMITATION OF LIABILITY

We and any third parties mentioned on this Site are in no event responsible or liable to you (or to any third party claiming under or through you) for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages whatsoever (including, without limitation, those resulting from lost profits, sales or revenue, lost data, loss of business opportunity, goodwill or reputation, loss of anticipated savings, business interruption or stoppage, computer failure or malfunction, any other commercial damages or losses, or medical malpractice or negligence of Institutes utilized through use of Davva or the Davva Services, even if we know or should have known of the possibility of such damages) arising from your use, or inability to use, or relating in any way to the Site, Site-related services, content or information contained within the Site, and/or any linked website, whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. Your sole and exclusive remedy for any dispute with us or dissatisfaction with the Site, Site-related services, and/or linked Sites is to stop using the Site and/or those services and the cancellation of your registration. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Please note that we only provide the Site for domestic and private use. You agree not to use our Site for any commercial or business purposes.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our officers, contractors, directors, employees, agents, subsidiaries, affiliates, licensors, suppliers, parent, other affiliated companies, successors, and assigns harmless from and against all claims, actions, demands and expenses, liabilities and settlements, including legal fees, resulting from, or alleged to result or related to (a) your access to Davva, (b) your use of the Davva Services, or (c) the violation of these Terms and Conditions or applicable law, or of any intellectual property or other right of any person or entity, by you or any third party accessing the Site using your Customer Information or Credentials (User ID and Password).

FORCE MAJEURE

We will not be deemed to be in breach of these Terms and Conditions or liable for any breach of these Terms and Conditions or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

TERMINATION

You may end your user registration with the Site for any reason by sending an e-mail to support@davva.com. We may suspend and/or terminate your account and use of the Site immediately without notice, if there has been a violation of these Terms and Conditions by you or by someone using Davva from your mobile or other devices. We may also suspend and/or terminate your account and use of the Site for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. Except to the extent that Healthcare Institutes are required to provide you with any ongoing care that may be applicable, in the event of the aforementioned termination by you or us, we will be under no obligation to provide you with any Services. We reserve the right to maintain or destroy any and all communications with you pursuant to our Privacy Policy. We shall not be liable to you or any third party for any termination of your access to Davva and/or the Davva Services.

DISPUTE RESOLUTION AND GOVERNING LAW

Please note that these Terms and Conditions, their subject matter and their formation, are governed by the substantive law of the Emirate of Dubai, United Arab Emirates. Any dispute, controversy, proceedings or claim of whatever nature arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be governed, construed and finally resolved by the Courts of Dubai, United Arab Emirates, which shall have exclusive jurisdiction.