

## Terms and Conditions of Membership

### TERMS AND CONDITIONS OF MEMBERSHIP

To simplify the Terms and Conditions of the Membership Agreement (“Agreement”), (i) the words “you” or “your” mean and include the applicant named as the Member (“Member”) and (ii) the words “we”, “us”, or “our” mean and include THB Home health Care, its affiliates, successors and assigns.

#### 1. Membership

(a) Your membership in The Health Bank (“Membership”) includes the Member his or herself only

#### 2. Services

For an outline of the services (“Services”) available, please see The Diabetes Connected Care program Services. The Health Bank reserves the right to change the Services at any point in time. The Health Bank will make Members aware of all changes in writing, prior to taking effect.

#### 3. Devices

- We will provide one or several device(s) to you for your personal use as part of the program.
- Lancets and strips will be provided to you once upon onboarding of the program.
- In the event of consumption of your monthly supply before the end of the month, We can provide you with extra supply as needed, at an added cost.
- The device should be returned in the same condition as received. Any damages to the device will be charged, separate to Membership fee.

#### 4. Fees

In exchange for our agreement to provide the Services to you, you agree to pay a Membership fee, which is assigned to you upon registration. The Health Bank reserves the right to modify the fee schedule upon review or additional expenses. Members will be notified upon renewal of the membership of any fee increases and may elect to not renew without penalty.

#### 5. Renewals and Cancellation

(a) The Health Bank will notify you prior to the Effective Date (the “Anniversary Date”) by phone and/or email to inform you of the Membership renewal, if applicable. This Agreement will renew upon request and the payment schedule will remain the same as the previous year, unless otherwise notified in writing. Failure to pay all, or a portion of the Membership Fee by the Anniversary Date will result in automatic termination of your Membership.

(b) You may cancel your Membership Agreement only after 3 months from the date of subscription. Please be informed that you should provide a one-month notice period before cancellation can take place. In the event you do cancel the Agreement prior to your Auto Debit Date, the due payment for the next month will be deducted before the Auto Debit Cancellation takes place. Please take note that cancellation is applicable only on the one-year program. For the one month and the 3 months programs, the membership fee will not be refunded to you.

(c) The Health Bank reserves the right to terminate the Membership Agreement with cause by providing you with a written notice. If we make this election, no portion of the Membership Fee will be refunded to you. Reasons for termination include: The Member has not paid Membership Fee(s) as outlined; the Member has outstanding, unpaid medical bills for services we referred; or the Member has breached any of the other Terms and Conditions of this Agreement.

(d) In the case of death, the membership will be cancelled automatically. A full refund will be issued depending on the duration of the membership.

#### 7. Members Responsibilities

(a) You or your insurance company will be responsible for paying all medical, clinical,



diagnostic, therapeutic, and other health related services and/or items provided to you.

(b) You are responsible for providing The Health Bank with full clinical information and medical history about yourself. All medical and other information must be provided to us in the English language; in the event, we must coordinate the translation of any medical or other information, all costs associated with such services must be covered by the Member. We will be entitled to rely upon you and assume the accuracy and completeness of all medical and other information which you, your personal or family physician or specialist, or any other person or entity, provides to us. Our ability to provide the Services to you depends on the accuracy and completeness of all such information.

(c) Members will be personally responsible for themselves for any misconduct and/or any misdemeanor on his/her part.

## **8. Confidentiality of Member Information**

Our policies regarding the confidentiality of certain information about you are set forth in the Terms of Patient Health Data Privacy Terms (Refer to Addendum B)

## **9. Limitations**

(d) WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANY OF THE PRODUCTS, SERVICES OR TREATMENT PROVIDED TO YOU IN CONNECTION WITH YOUR MEMBERSHIP, AND ALL SUCH PRODUCTS, SERVICES AND TREATMENT ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, WE HEREBY SPECIFICALLY DISCLAIM ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WE WILL NOT BE LIABLE, OBLIGATED OR RESPONSIBLE TO THE MEMBER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, COST OF CAPITAL, AND OTHER LOSS, REGARDLESS OF WHETHER WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES. IF ANY OF THE SERVICES DO NOT CONFORM TO THE STANDARDS OF PERFORMANCE SET FORTH IN THESE TERMS AND CONDITIONS, OUR SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO BUT NOT EXCEEDING ANY AMOUNT RECEIVED BY US FROM YOU FOR THE PERIOD OF 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES REGARDLESS OF FORM OR THE NUMBER OF ACTIONS. (f) We will not be liable, obligated or responsible for any cessation, interruption or delay in the provision or procurement of any Services due to causes beyond our reasonable control such as, without limitation, fire, flood, earthquake or other natural disaster, act of God, war or armed conflict (whether or not officially declared), strikes, labor difficulties, riot, civil disturbance, accident, disruption of the public markets or the failure of any supply, transportation, telecommunications, power or other essential commodities or services.

(g) The relationship between you and us is not a joint venture, association, partnership, agency or similar relationship (each, a "Partnering Relationship"), and no liabilities, obligations or responsibilities will be imposed on you or us based on a Partnering Relationship.

You agree to indemnify and hold harmless The Health Bank, our employees, agents, officers, directors, stockholders, partners, members, affiliates, successors and assigns, from and against any and all payment obligations resulting from actions, suits, proceedings, investigations, demands, claims, judgments, liabilities, obligations, liens, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") based upon, resulting from, arising out of, or in any way relating to (i) any breach by you of any of these Terms and Conditions, and/or (ii) our provision or procurement of any of the Services hereunder, except to the extent such Losses are directly



attributable to our gross negligence or willful misconduct.

## **10. Ownership Rights**

All trademarks, trade names, copyrighted material, and any other intellectual property right of The Health Bank will remain, at all times, the exclusive property of The Health Bank, and you must not appropriate or use such property without prior written consent.

## **11. Miscellaneous**

(a) Your Membership is non-assignable and non-transferable, nor may you assign or delegate any of your rights or duties under these Terms and Conditions, directly or indirectly, to any person or entity without our prior written consent, and any act in violation of the foregoing will be null and void. Subject to the foregoing, these Terms and Conditions will be binding upon, and will inure to the benefit of, you and us, and your and our respective successors and permitted assigns only. Nothing contained in these Terms and Conditions (or other rights, if any, which you may have as a result of your Membership) shall be deemed to confer any rights or benefits upon any third parties.

(b) We reserve the right to change or amend these Terms and Conditions at any time. If we make any such change or amendment, we will provide written notice to the Primary Member. If you do not wish to accept such change or amendment, you may opt out of your Membership within 45-days of notice receipt. Continued Membership after the 45-day period represents acceptance of the revised Terms and Conditions. We also reserve the right to interpret and apply these Terms and Conditions, and all such interpretations will be final, conclusive and binding on you. The failure of The Health Bank to enforce, at any time, any of the provisions, conditions or requirements of these Terms and Conditions, or the failure to require, at any time, performance by you of any of the provisions of these Terms and Conditions, will in no way be construed to

be a present or future waiver of such provisions, nor in any way affect the ability of The Health Bank to enforce each and every such provision thereafter. Any and all waivers by The Health Bank of any provision, condition or requirement of these Terms and Conditions shall only be effective against The Health Bank if such waiver is in writing signed by an authorized officer of The Health Bank, and any such written waiver will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

(c) The Registration Form, the Services and the Patient Health Data Privacy Terms are integral parts of these Terms and Conditions and are incorporated by reference. These Terms and Conditions constitute the entire agreement between you and us with respect to the Membership, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, with respect to the Membership. If, for any reason, a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be invalid or unenforceable, such provision will be deemed modified with retroactive effect to render such provision valid and enforceable to the maximum extent permissible so as to affect our intent, and the remainder of these Terms and Conditions will continue in full force and effect.

(d) All notices, communications and inquiries by you to us regarding these Terms and Conditions must be made in writing and addressed as follows, and will be effective (i) when delivered by hand or facsimile transmission, (ii) one day after delivery by receipted overnight delivery, or (iii) four days after being mailed by certified or registered mail, return receipt requested, with postage prepaid:

THB Home Health Care  
Office # 613  
The Onyx Tower One  
The Greens



Dubai  
UAE  
Emirates P.O. Box 337239

(e) This Agreement should be understood in its entirety by the Member prior to signing it is the Members own responsibility to seek independent advice before agreeing to these Terms and Conditions. (g) This Agreement will be governed by the Laws and Regulations of the Dubai Courts, UAE and the Member submits themselves to the exclusive jurisdiction of the courts of the United Arab Emirates for the resolution of any disputes arising between the Parties.

## **12. Effective Date**

The Agreement shall be in effect ("Effective Date") from the date the Agreement is signed, provided that all fees have been received. (\*Fees include the full, or first installment, of the Membership Fee). In the event payment is not received within 7 business days, the Membership will be suspended, and services will only be made available upon receipt of payment.