

SUKOON ONLINE SERVICES TERMS AND CONDITIONS AGREEMENT

These terms and conditions agreement ('Agreement') should be read, understood, and accepted by You (As defined below) before using any of the Online Services provided hereunder. This is a legally binding contract between You and Oman Insurance Company P.S.C. ("Sukoon") establishing the terms and conditions under which the Online Services may be used. This Facility is offered to You on the condition that You accept this Agreement without modification or reservation or qualification of or in respect of any of the terms, conditions, and notices contained herein prior to using, accessing, and/or browsing this Facility. The use of the Facility implies that You have fully read, understood, and accepted these terms and conditions. These terms and conditions are in addition to the terms and conditions as applicable to You under your Policy terms and conditions and/or any other agreement if entered between You and Sukoon, wherein in the event of a conflict between any term and conditions of this Agreement and any other agreement, the terms and conditions of this Agreement shall supersede and prevail.

If (a) You are not the Customer or do not have the legal authority to bind the Customer or to act on behalf of the Customer, and/or (b) If you are not in agreement to any of the terms and conditions as mentioned in this Agreement, and/or (c) if you are not a UAE resident then you are instructed to discontinue and 'Decline' immediately these terms and conditions and contact us on our toll-free number to obtain your policy quotation/details.

Now therefore for good and valuable consideration, the sufficiency of which is hereby acknowledged.

The Parties agree as follows

1 Definition and Interpretation

1.1 Definitions

In this Agreement, the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

Confidential Information means all confidential information (howsoever recorded, preserved or disclosed) disclosed by Sukoon or its representatives to You, in connection with this Agreement anytime including:

- a. Business strategies, business arrangements, computer and network operations, functions and systems architecture; or
- b. Any technical, financial, or commercial information; or
- c. Any information that would be regarded as confidential by a reasonable person; or but not including any information that:
 - i. Is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its representatives in breach of this Agreement or of any other undertaking of confidentiality addressed to the Party to whom the information relates (Except that any compilation of public information in a form not publicly known shall Nevertheless, be treated as Confidential Information); or
 - ii. The Parties agree in writing is not Confidential Information or may be disclosed; or
 - iii. It was available to the Receiving Party on a non-confidential basis prior to the disclosure by the Disclosing Party.



Customer means any natural or legal person within UAE enquiring or applying for an insurance Policy or having been issued a Policy and/or wishes to conduct a Transaction through the Facility.

Disclosing Party means a Party to this Agreement which discloses directly or indirectly Confidential Information to the other party.

Facility means the use of and access to Sukoon Technology which enables You to conduct various Transactions include but are not limited to viewing, reading, enter Customer details and material information, enquire about Sukoon Products, complete and submit the Transaction Forms, pay premium, print your insurance Policy, invest/redeem/ switch Funds, view your fund details, etc.

Intellectual Property means all current and future legal and/or equitable interests in copyrights, database rights, confidential information, stationery, stamps, logos, trademarks, patents, designs or other Intellectual Property rights.

Sukoon Technology means the technology of and/or provided by Sukoon and/or accessed by the User to conduct various Transactions and/or to enquire about Sukoon's Products including but not limited to, the computer software and hardware; online access to websites, webpages, webchat facility, computer software and/or hardware; programs, data banks, accessories, electronic risk selection criteria, underwriting, and rating guidelines, and manuals provided and/or accessed to by the User including to enable him to perform its obligations as agreed to under this and/or other agreement(s) between the Parties.

Online Service means any or all of the functionalities and modules of the Facility available to You.

Personal Information means all or any of the information provided by the User and/or the Customer to Sukoon during the Transaction including as in the Proposal Form, and as updated from time to time.

Policy or Insurance Policy means a policy of insurance issued or to be issued by or on behalf of Sukoon to a Customer in accordance with Sukoon's underwriting criteria.

Products mean the insurance products offered by Sukoon through this Facility.

Receiving Party means a Party to this Agreement that receives Confidential Information directly or indirectly from a Disclosing Party.

Service means any or all of the functionalities and modules of the Facility available to the User.

Transaction means any transaction/inquiry initiated (whether or not concluded) by the User through the Facility, including but not limited to enquiring, generating any quotation, and/or applying for an insurance policy through the Facility, switching, investing, redeeming any Fund, view Funds' performance, generate various reports, statements, and/or any other instruction as provided by the User to Sukoon through such Facility.

Transaction Form refers to the details entered and submitted through the Facility for underwriting consideration of Sukoon along with any other data/information as available/provided to Sukoon whether verbally or in writing (whether or not through the Facility). The details submitted through the Transaction, Form will be the basis of issuance/amendment of any insurance policy to be issued by Sukoon to the Customer.

User/ You means the Customer and/or any individual accessing this Facility, and the word



charges incurred by You in accessing or availing the Facility.

- 2.6 You hereby irrevocably authorize Sukoon to accept and act upon Transactions instructed to Sukoon and You will be bound by all such instructions and Transactions initiated or concluded through the Facility including submission of Proposal Form, payment of all related premiums, charges, expenses as required, or requested by Sukoon.
- 2.7 You accept that the cut-off time for a business day is the same as Sukoon's normal business hours in the UAE from Monday to Friday. All requests received after the cut-off time or on a bank holiday will be deemed to have been received on the following business day.
- 2.8 You agree that Sukoon shall in no circumstances be liable for any loss or damage arising from requests submitted to Sukoon where the time of receipt of such requests by Sukoon does not fall during the normal business timings of Sukoon.
- 2.9 You accept that any Transaction will only be completed as and when the process is successfully concluded and thereafter acknowledged by Sukoon.
- 2.10 In consideration for access to the Facility and for Your use of the Facility, you agree to, provide true, accurate, current, and complete information and data and all other information as prompted or required by the Facility.
- 2.10 If You provide any information that is untrue, inaccurate, not current or incomplete, or not kept current, or if Sukoon has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Sukoon has the right to suspend or terminate the Facility and/or Your quotation and/or Your Policy (if issued) and/or Your access to the Facility (or any portion thereof).
- 2.11 In the event that any untrue or inaccurate information or information not current or complete has formed the basis of any Transactions including in the issuance Policy, the said Transactions shall be either voidable at the option of Sukoon, or wherever applicable or necessary void ab-initio. In the event of not providing true, correct, and complete data and information the Facility could also fail or be deficient.
- 2.12 You hereby undertake to have clearly understood and to be in agreement that:
- If any detail is mentioned and/or declared to Sukoon through the Facility including the submitted. Proposal Form is found fraudulent and/or unfounded, Sukoon reserves its right to forfeit all benefits payable under the Policy and/or consider the Policy as void/void ab-initio at Sukoon's sole discretion without recourse to the Customer.
 - The observance by the Customer of the terms of the issued insurance Policy and the truth of statements and answers by You/the Customer in the Proposal Form and/or any other material information provided through the Facility shall be condition precedent to any liability of Sukoon. If the circumstances in which the Insurance Policy was issued are materially altered without the written consent of Sukoon, the Insurance Policy may be considered null and void.
 - Please ensure that you are at all times in compliance with the Policy terms and conditions, which at all times shall supersede and prevail.
- 2.13 You hereby acknowledge that Sukoon is required to comply with relevant provisions of sanctions and the anti-money laundering and anti-terrorist financing laws of United Arab Emirates (UAE) including those issued by UAE Insurance Authority pertaining to Anti Money Laundering and Combating Financing of Terrorism, as well as all related laws and instructions



issued by the UAE Central Bank from time to time and You agree to provide all relevant details/records to Sukoon promptly upon Sukoon's request.

- 2.14 Any Transactions initiated by You shall be deemed to be that of and initiated by You and Sukoon is not responsible for any misuse of the Facility or the Services. It is Your responsibility to ensure that no unauthorized person has access to its computer unattended whilst accessing the Facility. If third parties gain access to the Facility or any of the Services offered as part of the Facility through your computer, you shall be deemed to be responsible and You hereby agree to fully indemnify and hold harmless Sukoon against any liability, costs, or damages arising out of claims or suits by or against such third parties based upon or relating to such access and misuse. Under no circumstances shall Sukoon or anyone involved in creating, producing, delivering, or managing the Facility be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of the Facility including any of the Services.
- 2.15 The receipt of the filled-up Transaction request/form and payment of any amount/ premium by Sukoon does not create any obligation upon Sukoon to underwrite the risk. Sukoon will not be liable until it has underwritten the risk and specifically issued the Policy/verified and completed the Transaction. Sukoon retains the right to decline, reject, suspend, put on hold, request more clarification/information on any proposal/Transaction submitted through the Facility You understand that the quoted amounts may increase or decrease and terms and conditions may be amended/supplemented on the basis of the underwriting risk assessment done by Sukoon. The availability of any information, advice, and guidance, if any, on the website, does not constitute a recommendation or representation by Sukoon for buying any policy. Any decision to purchase a policy will and should be based solely on Your own evaluation of Your requirements and the terms, conditions, and exclusions of the Policy offered by Sukoon. Any submission/intimation of the claim form does not constitute acceptance of liability by Sukoon.
- 2.16 In the event of any conflict in the premium amount (whether displayed or paid) through the Facility and the actual premium amount required by Sukoon for issuance or renewal of Your insurance policy, the actual premium amount as required by Sukoon for issuance or renewal of Your insurance policy shall at all times supersede and prevail. For the avoidance of doubt, you clearly understand that premium payment through the Facility does not mean or imply issuance of the applied insurance policy. You also understand and agree that Sukoon will not be under any obligation or liability till such times the required premium amount has been received by Sukoon in full and based on Sukoon's underwriting criteria and decide the insurance policy has actually been issued by Sukoon. Sukoon is further not liable for any delayed Transaction or non-delivery or non-issuance of the applied insurance policy for any reason whatsoever.
- 2.17 By using a credit or debit card to pay any amount/charges through the Facility, you confirm that the card being used is Yours and has been legitimately obtained from either a licensed bank or any other financial institution duly licensed to issue such cards. In the event of any decline of a payment authorization by your credit card issuer, Sukoon shall not be under any obligation to inform You of the reason for the refusal and Sukoon may decline that Transaction.
- 2.18 Unless otherwise mentioned, all amount/charges displayed on the Facility are in UAE Dirham. Sukoon shall not be responsible for your card issuer or bank charging You, as a result, of processing your credit card payment through the Facility including any currency conversion charges.
- 2.19 You understand that your Transaction will only be completed when Sukoon acknowledges



and separately confirms to You that the specific Transaction has been successfully concluded. If in doubt, you are advised to call our toll-free number to obtain updates/confirmations.

2.20 You further agree and fully authorize:

- a. Sukoon to use any of its approved verification agencies to make references/inquiries about or related to You from any source of information, or any person or entity nominated herein;
- b. All financial institutions, banks, debt collection agencies, credit bureaus, or any other person or entity to disclose and provide Sukoon with any information requested about or related to you as in its possession;
- c. Any of Your past/present employer/business associates, any person, institution, medical practitioner(s)/hospitals/laboratories/medical providers, insurance companies, financial institutions to release to Sukoon all details, records, facts, and information (including claim history/details, KYC records, AML-CTF & FATCA details) as required anytime by Sukoon for any reasons whatsoever including for assessment, underwriting of risk, and/or for processing of claims.
- d. Sukoon, at any time and at its absolute discretion, to use and/or disclose the particulars and information provided in the Insurance Policy or the application or any information relating to our liabilities towards Sukoon, or any other financial information including any breach of obligations or defaults (including in premium payment or repayment) or any other financial information to any other entity, organization, financial institutions or banks, debt collection agencies or credit bureaus.
- e. Sukoon and its associate partners to contact You anytime (including electronically through email, SMS, or telephone) for seeking any additional information and/or for providing any additional information whether related to the Insurance Policy and/or informing about any other Sukoon's products or promotions.
- f. Sukoon to use, process, and/or transfer (including outside UAE/Qatar/Oman/our office locations) any of Your personal data/Personal Information to its service providers/third parties as may be required by Sukoon to perform its obligations.

2.21 For any requests or issues related to any amounts/charges paid through the Facility, you should contact Sukoon in person with at least the below information:

- a. Insurance Policy number, date of transaction, and the amount of premium paid through the Facility.
- b. Your detailed contact information and proof of relationship with the insured (if different).
- c. Proof of premium payment through the Facility e.g. Your credit card statement.
- d. Explanation of reason for issues/concerns.
- e. Any relevant supporting documents.

2.22 Notwithstanding the above, you hereby acknowledge that premium refunds are subject to the detailed terms and conditions of the respective Insurance Policy, which You hereby re-confirm to have completely read, understood, and agreed upon prior to paying any premium through this Facility. You hereby acknowledge that if at all the Policy terms allow any premium refund then it may take up to 30 business days post receiving your premium refund request for Sukoon to process the request and/or further communicate with You.

2.23 You hereby declare and accept that Sukoon is under no obligation and assume no responsibility for defamatory, libellous, slanderous, falsehood, obscene, pornographic, profane, or any dangerous content posted on or through the Facility by You or any other person/the third party. You hereby understand and undertake not to post or transmit any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or hate material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. You hereby understand that Sukoon will fully cooperate with any law enforcement authorities or court order requesting or directing Sukoon to disclose the identity of



anyone posting any such information or materials.

2.24 Any quotation displayed through the Facility is valid for that time period once it is generated and may only be used during this period to complete the transaction of purchase of a Policy. You agree that You shall be the sole and exclusive use of any quotation generated on Your behalf using Your personal information and You accept sole responsibility for the use, confidentiality, and protection of the same. Sukoon will be required to share the quotation details generated by You to third-party service providers for processing the Transactions including for initiating premium payments. Please note that quotations should not be revealed to any third party/person. Sukoon would be entitled at its sole discretion to seek offline written or other confirmation from You regarding any Transaction carried out through the Facility. Under no circumstances Sukoon or anyone involved in creating, producing, delivering, or managing the Facility therein, shall be liable to You for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Services which are provided on the Facility or out of any breach of any warranty.

2.25 You hereby further agree to pay to Sukoon any charges/amounts for use of Facility if and as and when applied by Sukoon from time to time.

2.26 Any third-party links or pointers to external websites maintained by others are "third-party sites" and are meant for convenience only. Sukoon has no control over such sites and resources and is not responsible for the availability of such external sites or resources and does not endorse and assumes no responsibility or liability for any content, advertising, products, or materials on or available from such sites or resources. Sukoon assumes no responsibility or liability, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such site or resource. In no event will Sukoon be liable to any party for any direct, indirect, special, or other consequential damages for any use of this website, or any other hyperlinked website, including, without limitation, any lost profits, business interruption, loss of programs, or other data on your information handling system or otherwise, even if we are expressly advised of the possibility of such damages. If you find anything inappropriate on any third-party site, please inform us immediately.

3 Electronic Communications

3.1 The Online Services is an electronic, internet-based service. There are risks associated with utilizing internet and short messaging system (SMS) based services, which you are hereby advised and cautioned.

3.2 All communications in either electronic or paper format will be considered to be "in writing". You must print a paper copy of any important electronic communication and retain the copy for their records.

3.3 You agree to promptly update your registration records, including if Your e-mail address, mobile number, or other information changes.

3.4 Communications may be posted on the pages of the Online Service, Sukoon's website, and/or delivered to the e-mail address provided by You. Any electronic Communication (including SMS/emails) will be deemed to have been received by You when Sukoon sends it to You irrespective of whether You receive the e-mail/SMS or not. If the communication is posted on the Online Service, then it will be deemed to have been received by You no later than two (2) Business Days after Sukoon posts the communication on the pages of the Online Service, whether or not You separately retrieves the communication. Electronic communication by e-mail is considered to be sent at the time that the Sukoon e-mail server to the appropriate e-mail



4 Evidence of Account Transactions

4.1 Sukoon's own records of the transactions maintained through its own/its service provider's computer systems or otherwise shall be accepted as conclusive and binding for all purposes. More particularly, the record of Sukoon generated by the Transactions, including the recording of the time of the Transactions shall be conclusive proof of the genuineness and accuracy of the Transactions.

5 Restrictions on Use

5.1 You agree not to use this Facility or the Facility for any illegal purpose or in any manner inconsistent with the Agreement or UAE laws. You agree not to use, transfer, distribute or dispose of any information contained in the Facility in any manner that could compete or conflict with the business interest of Sukoon or otherwise compromise or imperil the interests of Sukoon. You acknowledge that the Facility has been developed, compiled, prepared, revised, selected, and arranged by Sukoon and/or its service provider through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes the valuable intellectual property of Sukoon and/or its service provider's and may also include trade secrets of Sukoon/its service providers and others. You agree to protect at all times the proprietary rights of Sukoon/its service provider's and all others having rights in the Facility at all times and to comply with all reasonable written requests made by Sukoon or its suppliers of content, equipment or otherwise ("Suppliers") to protect their and others' contractual, statutory and common law rights in the Facility.

5.2 You agree to notify Sukoon in writing promptly upon becoming aware of any unauthorized access or use of the Facility by any party or of any claim that the Facility infringes upon any copyright, trademark, or other contractual, statutory, or common law rights.

5.3 You shall not:

- a. Reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, publish or create derivative works from or in any way exploit any of the Facility / The facility in violation of the Agreement or the laws of UAE.
- b. Create a database in electronic or structured manual form by systematically downloading and storing the entire Facility or part thereof save and except such information as relates or concerns you.
- c. Rent, lease, sell, sublicense, or lend Your access to the Facility and to the Facility.
- d. Cache or permit caching by any person.
- e. Do any act that violates Sukoon's or its service provider's intellectual property rights in the Facility or the Facility.
- f. Engage in any fraudulent, abusive, or illegal activity, including but not limited to any communication or solicitation designed or intended to fraudulently obtain any private information of any use.
- g. Use the Facility or the Facility to violate the security of any computer or computer network, crack passwords or security encryption codes, transfer or store illegal material including threatening or obscene material, or engage in any kind of illegal activity.
- h. Run mail list or any form of auto-responder, or spam on Facility or any processes that are run or are activated while You are not logged on or engage in any virus attack or denial of service attack or engage in any activity designed and/or intended to interfere with the working of Facility/Facility for any duration of time.



- 6.9 If You are dissatisfied with the Facility or any portion thereof, the Facility or with any of the Agreement terms and conditions, your sole and exclusive remedy is to discontinue using this Facility.
- 6.10 Sukoon reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Facility to reflect users' preferences.
- 6.11 If any Transaction could not be completed, Sukoon and/or its service provider, upon learning that such transfer or payment has failed, will make reasonable efforts to complete the transaction. Sukoon does not guarantee good and timely execution of Transactions and will not be liable for any direct, indirect, incidental, special, or consequential damages for failure to complete any Transaction under the Online Services, which was not intentional and resulted from a bona fide error, notwithstanding the Bank's procedures, to avoid such error, for instance: Sukoon shall not be obligated to inform You of a failure to affect any payment or execute any Transaction. Sukoon may at any time request from You written confirmation of submitted Transactions. You declare that none of its Transactions shall contribute to the laundering of criminal proceeds and You assume responsibility for the authenticity and lawfulness of your Transactions.

7 Indemnification

- 7.1 The Online Services are provided entirely at Your risk and You agree to indemnify, defend and hold harmless Sukoon, its service providers, affiliates, partners, officers, directors, employees, consultants, and agents from any and all third party claims, liability, damages, and/or costs (including but not limited to, attorney's fees) arising from Your use of the Online Services and Sukoon's reliance on the information, Transaction, instruction, license, and/or authorization provided by You under or pursuant to these terms and conditions Agreement, Your violation of the terms and conditions of this Agreement or Your infringement, or infringement by any other user of Your personal details, of any Intellectual Property or another right of any person or entity, usage of the Services, Sukoon acting on the Transaction/instructions, any damage to Your system, or any third party and/ or Your misuse/improper use/access of the Online Services as granted by Sukoon, for failure to provide any or all of the facilities available under the Online Services including any technical malfunction/breakdown. Sukoon does not guarantee the accuracy, completeness, and timeliness of information set out or included on the Online Services and any information set out or included through the Online Service is subject to amendment, variation, and change from time to time.

8 Limitation of liability

- 8.1 Under no circumstances, including but not limited to negligence, shall Sukoon, its employees and directors, its suppliers, and its third-party advisors are liable to You for any direct, indirect, incidental, special, or consequential damages or any damages whatsoever including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, loss of profits, data or other intangible, business interruption, loss of privacy, or any other pecuniary loss), arising out of or in any way connected with the use/delivery/performance of this Facility, with the delay or inability to use this Facility or any links or items on the Facility, the provision of or failure to provide Services, or for the content obtained through this Facility, or otherwise arising out of the use of this Facility, whether based on contract, tort, strict liability or otherwise, or for cost of procurement of substitute goods and repair and correction services or resulting from the use of this Facility or obtained or messages received or transactions entered into through or from the Facility or resulting from unauthorized access to or alteration of Your transmissions or data, even if Sukoon has been advised of the possibility of such damages.
- 8.2 You agree that Sukoon shall not be liable for any damages arising from interruption, suspension, or termination of the Facility, including but not limited to direct, indirect, incidental, special, consequential, or exemplary damages, whether such interruption, suspension, or



termination was justified or not, negligent or intentional, inadvertent or advertent.

8.3 You agree that the Online Services are provided exclusively for Your benefit. Sukoon shall not be held liable in any manner or form, for providing the Online Services, including but not limited to, any of the following:

- a. If you are unable to access and/or utilize the Online Services due to any reason including any technical, communication, or network malfunction or breakdown;
- b. For any loss or damage that may arise or be incurred directly or indirectly by reason of Sukoon carrying out any Transactions or instructions or from any malfunction or failure of the Online Services;
- c. For any partial, incomplete, late, or failed transfer, remittances to any payee/beneficiary/third party nominated under the Online Services due to any reasons beyond Sukoon's control.

9 Intellectual Property and Sukoon Technology

9.1 All Intellectual Property, Sukoon Technology materials, documents, and other computer software and hardware belonging to Sukoon and/or relating to business conducted under this Agreement and in Your possession shall at all reasonable times be available to Sukoon and its duly authorized representatives for inspection and audit.

9.2 If this Agreement is terminated or notice of termination is given, such Intellectual Property, Sukoon Technology, materials, documents computer software, and hardware belonging to Sukoon and in Your possession must be delivered by You to Sukoon within thirty (30) days from the day on which the Agreement is terminated.

9.3 Sukoon hereby grants to You a non-exclusive, personal, royalty-free non-transferable, no assignable right to use within the United Arab Emirates such of Sukoon's Intellectual Property and Sukoon. Technology as may be provided by Sukoon to You for the purposes of this Agreement (the **Sukoon Deliverables**). Notwithstanding the rights granted to You under this Agreement, Sukoon shall retain all ownership rights, title, and interest (including, without limitations, all worldwide intellectual property rights) in the Sukoon Deliverables, provided further that You covenant and agrees not to use the Sukoon Deliverables otherwise than in connection with and in furtherance of the performance of its obligations under this Agreement.

9.4 You further covenant and agrees that You will take adequate care of Sukoon Technology at all times and will ensure adequate care and accuracy of data being entered into and/or referred from Sukoon technology and/or Sukoon's Intellectual Property

9.5 You should assume that everything You see or read or hear or experience on the Facility (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like, (collectively "the Content") is copyrighted / protected by intellectual property rights laws unless otherwise mentioned and may not be used except as provided in this Agreement.

9.6 Subject to the foregoing provisions, you shall not use or make use of any of Sukoon's and/or its service provider's Intellectual Property, name, trademarks, service marks, or logos without first obtaining the written consent and approval of Sukoon.



10 Confidentiality

- 10.1 The Receiving Party shall not at any time without the prior written consent of the Disclosing Party:
- Utilized, copy, employ, or use in any manner any of the Confidential Information otherwise than in furtherance of its obligations under this Agreement;
 - Disclose any of the Confidential Information to any third party, other than to any of the Receiving Party's Representatives who are reasonably required in the course of their duties to receive and acquire the same and who are made aware of the confidentiality provisions contained in this Agreement. The Receiving Party shall be primarily liable for any breach of these provisions by any of its Representatives; and
 - Make any copies of the Confidential Information or reproduce it in any form except for the purpose of utilizing the same for the furtherance of obligations under this Agreement and/or supplying the same to those whom disclosure is permitted in accordance with this agreement.
- 10.2 The Receiving Party shall take every reasonable precaution to maintain the confidentiality of Confidential Information.
- 10.3 A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent, it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.

11 Term

- 11.1 The term of this Agreement shall be one (1) year from the Effective Date (the "Term") and shall renew automatically on the date of its anniversary unless terminated in accordance with the Termination clause. If an insurance policy has been issued pursuant to a transaction initiated through this Facility, then the term of this Agreement shall be valid up to the term of the respective insurance policy as issued to the Customer.

12 Termination

- 12.1 Sukoon reserves the right, in its sole discretion, to terminate the User's use of the Facility and/or any of the Services with immediate effect without giving any prior notice to the User.
- 12.2 Without limiting any other right or remedy that Sukoon may have under these terms and conditions Agreement or otherwise, should a need be, Sukoon reserves the right to suspend Your right to use the Online Services, immediately and without prior notice to You. In the event of any such temporary suspension, the Customer may request reinstatement of the facilities by contacting Sukoon. Sukoon reserves the right in its sole discretion to grant or deny Your reinstatement to use any of the facilities or the Online Services.

