



Terms and Conditions of Service
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1. GENERAL TERMS AND CONDITIONS FOR THE ASPIRE SERVICE

ASPIRE enables Companies, Providers, Intermediaries (such as medical insurance companies and other healthcare intermediaries) to use the ASPIRE Platform and our third-party administration and other related services for the management of Healthcare Policies whereby the ASPIRE Platform is accessible online, and provides policy beneficiaries with related information and services in cooperation with the Companies and other business partners (the “**ASPIRE Service**” or “**Service**”).

Please read these Terms and Conditions (the “**Terms**”) carefully before using any ASPIRE Service and/or the ASPIRE Platform. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service and/or the Platform. By accessing or using the Service and/or the Platform you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Service and must exit the ASPIRE Platform immediately.

2. DEFINITIONS AND INTERPRETATION

IN THESE TERMS OF SERVICE, THE FOLLOWING words and expressions bear the following meaning:

“ASPIRE”, “ASPIRE Group”, “us”, “we” (and “our” and similar terms shall be construed accordingly): ASPIRE Solutions Operations Health Insurance Claims Management L.L.C., a company registered in Dubai, UAE, and its affiliates and representatives from time to time, each and all of them together, as the context may require.

“ASPIRE Account” or “Account”: registered user account on the ASPIRE Platform, potentially containing personal information, account details, and healthcare-related data.

“ASPIRE Center of Excellence”: designated contact point for inquiries, questions, and complaints related to the ASPIRE Service and/or ASPIRE Platform, reachable at ace@healthaspire.com or any other telephone numbers or email addresses listed on www.healthaspire.com.

“ASPIRE Platform” or “Platform”: any digital platform that is operated by ASPIRE (including any mobile application and related website) which facilitates the operation of your ASPIRE Account and the provision of the ASPIRE Service, and which is made available in cooperation with “ASPIRE Technology Partner” CarePay International B.V.

“Healthcare Policy”: A contractual arrangement established by a COMPANY to provide eligible beneficiaries with access to healthcare services, including coverage details, benefits, limitations, and terms and conditions, and managed on behalf of the COMPANY on the ASPIRE Platform.

“COMPANY”: entity funding or enabling all or part of the healthcare benefits in your ASPIRE Account. A COMPANY is an insurer or insurance intermediary enabling your ASPIRE Account.

“Provider”: designated medical professionals or institutions authorized to provide healthcare services under a Healthcare Policy.

“Website”: www.healthaspire.com.



“YOU”: you as a user of the ASPIRE Service (including the ASPIRE Platform), and “your” and similar terms shall be construed accordingly, and your dependents (if any), each and all together, as the context may require.

3. ELIGIBILITY AND ENROLLMENT FOR ASPIRE SERVICE

3.1. To make use of the ASPIRE Service you must be:

3.1.1. a person of minimum of 18 years of age with full legal capacity and you hereby warrant that you are; and

3.1.2. registered as a user of the ASPIRE Service on the ASPIRE Platform.

3.2. Registration on the ASPIRE Platform and information on the ASPIRE Service will be facilitated by the COMPANY, ASPIRE and/or their selected agents.

3.3. You may create an ASPIRE Account directly in the ASPIRE Platform mobile application but further access to ASPIRE Services is conditioned on your enrollment in an active Healthcare Policy.

3.4. Further information on the ASPIRE Service can be obtained and questions or complaints can be raised by contacting the ASPIRE Center of Excellence ace@healthaspire.com or our website www.healthaspire.com. We will endeavor to address any question or complaint adequately and without undue delay.

4. ACCESS TO HEALTHCARE SERVICE

4.1. Information on the Providers will be available to you through the COMPANY, the ASPIRE Platform, and/or the ASPIRE Center of Excellence. Information about the COMPANY and its healthcare service (including cover, limits, and benefits) applicable to you can be found in the terms and conditions applicable to the relevant Healthcare Policies as set by the relevant COMPANY in your table of benefits. Information on the ASPIRE Platform in relation to such terms and conditions is not legally binding and only provides a summarized version of the terms and conditions of the relevant Healthcare Policy.

4.2. To access healthcare services at the Providers you are required to identify yourself as a user of the ASPIRE Service through the designated means of identification determined by ASPIRE or the COMPANY. The Provider may check whether the means of identification presented matches with your registration on the ASPIRE Platform, which may include showing your digital “ASPIRE eCard” (available in the ASPIRE Platform). The ASPIRE eCard is part of your ASPIRE Account and as such strictly personal. Other means of identification may also be required by the Provider.

4.3. If confirmed and enrolled under the relevant Healthcare Policy with your COMPANY, you may, as a primary member of the policy, add dependents to your ASPIRE Account who can access and use the benefits on your ASPIRE Account with your permission. If you add any dependents, these Terms shall also apply to such dependents, and you hereby accept and agree to these Terms on their behalf and confirm that you have the authority to do so. You shall be responsible for your dependents’ compliance with these Terms. You shall not try to add dependents other than as allowed under the relevant Healthcare Policy.

5. YOUR ACCOUNT AND INFORMATION



5.1. As a user of the ASPIRE Service and/or ASPIRE Platform you may have an ASPIRE Account. You shall not allow use of your ASPIRE Account by any third party who does not have the authority to represent you and you guarantee that any third party that uses your ASPIRE Account is authorized to represent you. You shall not reveal your ASPIRE Account information, password to anyone else, except for your dependents. You are solely responsible for maintaining the confidentiality and security of your ASPIRE Account and for all activities that occur on or through your ASPIRE Account, and you agree to immediately notify ASPIRE of any security breach of your ASPIRE Account. You are responsible for the correctness of the data in your ASPIRE Account or otherwise provided to ASPIRE and/or COMPANY and shall only provide correct information when using the Services and immediately notify ASPIRE and/or COMPANY of any relevant changes in your personal information.

5.2. You shall take all reasonable precautions while sending and receiving data via the ASPIRE Platform. You are solely responsible for any content (“**User Content**”) sent, displayed, or uploaded by you in using the Services and you shall not use or permit access to the Services in a manner which violates these Terms or any applicable laws and regulations. You shall not engage in any activity or use the Services or ASPIRE Platform in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or ASPIRE security systems, or gain (or attempt to gain) access to any system that connects thereto (except as required to appropriately access and use the Service). You shall not store, transmit, make available, or process User Content that (a) is libelous, deceptive, threatening, offensive, propagating hate or violence, causing harm to others or to ASPIRE’s reputation, unauthorized, or in violation of third-party rights, or (b) contains viruses, malware, or other malicious code.

5.3. ASPIRE makes use of automatic filters to detect unlawful or fraudulent content. Other than that, ASPIRE does not monitor or edit the User Content that you actively upload on the ASPIRE Platform. In case you are of the opinion that ASPIRE Accounts or any other content on the ASPIRE Platform is unlawful or fraudulent, you must inform us by emailing ASPIRE Center of Excellence at ace@healthaspire.com.

5.4. In case ASPIRE receives notice-and-take-down requests or notices that you provided false or incomplete information or use the Services in violation of these Terms, that your ASPIRE Account is linked to (an account number which is linked to) an ASPIRE Account or other user that is already blocked, or otherwise notices that you provided false or incomplete information or violated these Terms, or has reason to believe your ASPIRE Account or use of the Services otherwise creates serious risk to the ASPIRE Platform, ASPIRE shall be entitled to (temporarily) suspend or block your account at any time and delete all information related to it. Providing false or incomplete information may also lead to denial of a medical claim or cancellation of your Healthcare Policy. You are not entitled to any compensation by ASPIRE in this respect. If for whatsoever reason your ASPIRE Account is blocked or deleted, you are no longer entitled to use the ASPIRE Platform.



5.5. ASPIRE reserves the right to investigate and take appropriate action against any person or company that is suspected of fraudulent or unlawful actions. In this respect ASPIRE may inter alia report you to law enforcement authorities.

5.6. You shall not attempt to access, search, or create accounts by any means other than our publicly supported interfaces or as otherwise authorized by us. You shall not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene. You shall not transact in, or facilitate activities related to, misappropriating another individual's identity, including, but not limited to, improperly obtained credit card information and/or account credentials.

6. LIMITATION AND EXCLUSION OF LIABILITY

6.1. ASPIRE will take all reasonable precautions to ensure that the information on ASPIRE Platform provided to you is accurate and that you suffer no loss or damage as a result of the use of the Service. However, the Services are provided "as is" and "as available" without warranty of any kind. ASPIRE does not accept any responsibility whatsoever for unavailability of the Services, or any difficulty or inability to download or access content, or any other communication system failure which may result in the Services being unavailable. ASPIRE makes no warranty or representation regarding the results that may be obtained from the use of the Services, regarding the accuracy or reliability of (any information obtained through) the Services or that the Services will meet your requirement, or be uninterrupted, timely, secure or error free. To the maximum extent possible, ASPIRE hereby disclaims all implied warranties regarding (the availability of) the Services. As such, by using the Service you agree that your use is at your own risk and responsibility and that ASPIRE is not liable for any loss or damage (including without limitation any direct, indirect, special, incidental, consequential, or punitive damages) arising from or in connection with your use of or delay in, change to or unavailability of, or data processed as part of, the Service.

6.2. You hereby acknowledge that you have registered for the ASPIRE Service voluntarily and without any coercion.

6.3. ASPIRE disclaims and excludes any liability for any loss or damage (including without limitation any direct, indirect, special, incidental, consequential, or punitive damages) arising from any circumstance beyond their reasonable control, such as:

6.3.1. any force majeure events, including strikes and industrial disputes.

6.3.2. any security breach or unauthorized use of your ASPIRE Account or unwanted software or material, malwares, trojans, worms or viruses transmitted when using the Service.

6.3.3. any inaccurate content (for example on benefits, healthcare rates, availability, or ratings), loss or unavailability of data or lack of access to, unavailability of or delay in the Service caused by a third party.

6.3.4. any products or services not directly provided by ASPIRE, including all products and services directly provided by third parties such as business partners of ASPIRE, COMPANY or healthcare providers, or the content on a third-party site or online service.



6.3.5. any mistreatment, malpractices, or wrongful actions of any healthcare provider in the line of providing healthcare services accessed via the ASPIRE Platform; or

6.3.6. any other action of any of ASPIRE's business partners, COMPANY, Providers or other third parties.

6.4. You acknowledge and agree that the ASPIRE Technology Partner and its affiliates and representatives from time to time shall have no liability to you in connection with the ASPIRE Service.

6.5. Nothing in these Terms of Service will exclude or limit the liability of ASPIRE to the extent this cannot be excluded or limited under the applicable law, such as in the case of willful misconduct by ASPIRE.

6.6. You agree to indemnify, defend and hold harmless ASPIRE and the ASPIRE Technology Partner from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Services, your misuse of the ASPIRE Platform or other violation of these Terms or the infringement or violation by you or any other user of your ASPIRE Account, of any intellectual property or other right of any person or entity.

6.7. In no event shall ASPIRE, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

7. TERMINATION OF THE ASPIRE SERVICE

7.1. You may terminate your ASPIRE Account:

7.1.1. at any moment in time, if you are not a member under a Healthcare Policy for which the ASPIRE Platform is used; or

7.1.2. at any moment in time, if you are a member under a Healthcare Policy for which the ASPIRE Platform is used, in which case you are still registered in the ASPIRE Platform as an active member of a Healthcare Policy until such policy terminates with respect to you.

7.2. ASPIRE may terminate these Terms and deactivate your ASPIRE Account:

7.2.1. if you are not a member under a Healthcare Policy for which the ASPIRE Platform is used, at any moment in time; and

7.2.2. if you are a member under a Healthcare Policy for which the ASPIRE Platform is used when such policy terminates with respect to you or when you breach these Terms .

7.2.3. We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.



7.3. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. We may terminate or suspend your ASPIRE Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. You can terminate these Terms by contacting the ASPIRE Center of Excellence at ace@healthaspire.com

7.4. After termination of the ASPIRE Services, these Terms will continue to apply fully with respect to your use of the Services prior to termination. Upon termination, your right to use the Service will immediately cease.

7.5. If any termination terms mentioned above should conflict with termination clauses mentioned in a contractual agreement between ASPIRE and you as an entity; then that mentioned in the Contract will supersede.

8. PERSONAL DATA PROCESSING

8.1. When you use the ASPIRE Service, you trust ASPIRE with your personal data, as ASPIRE cannot deliver the Service to you without processing certain of your personal data as set out in the ASPIRE Privacy Statement. ASPIRE recognizes the importance of protecting the privacy and confidentiality of such personal data and has the Privacy Statement to inform you how ASPIRE processes your personal data.

8.2. ASPIRE endeavors to process your personal data carefully, securely, and confidentially and it is important to us that you have confidence in our organization with regard to the processing of personal data. To the extent required by law, you hereby confirm to have read, understood, and accept the ASPIRE Privacy Statement and grant us consent to process personal data in relation to you and your dependents in connection with the Services subject to these Terms and as further set out in the [ASPIRE Privacy Statement](#).

8.3 By submitting support requests or inquiries through our Platform or contacting our customer support team, you acknowledge and agree that it is your responsibility to exercise caution and discretion in sharing personal data. You should always minimize the amount of data you share with us and refrain from providing unnecessary or sensitive personal data that is not directly relevant to the support request or inquiry.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All current and future worldwide intellectual property rights (including without limitation the software source and object code, copyrights, and tradename or -mark) in relation to the Services and the ASPIRE Platform are owned by ASPIRE or the ASPIRE Technology Partner and they exclusively retain ownership of all rights, title, and interest in and to any such rights. You shall not (and shall not permit anyone to) commercialize, publish, modify, translate, copy, reverse engineer, create derivative works or otherwise use, or frame or utilize framing techniques or use any meta tag or any other “hidden text” with respect to, any such rights, or otherwise attempt to discover the source code, object code, or



underlying structure, or algorithms of the ASPIRE Platform, without ASPIRE's and the ASPIRE Technology Partner's express written permission. ASPIRE and the ASPIRE Technology Partner have the right to use any ideas or other feedback you may give on the ASPIRE Service but are not obliged to do so.

9.2. ASPIRE grants you a non-transferrable, non-exclusive, non-sublicensable and revocable license intended for fair use of the Services. You shall only use the Services for personal non-commercial consumer purposes and shall not (and shall not permit anyone to) (a) reproduce, resell, or distribute the Services or any reports or data generated by the Services, or build similar or competitive products or services, for any other purpose without ASPIRE's and the ASPIRE Technology Partner's express written permission, or (b) use the Service for time sharing or service bureau purposes, or otherwise for the benefit of a third party, or remove any proprietary notices or labels contained therein.

10. ELECTRONIC CONTRACTING

Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into, including notices of cancellation, policies, contracts, and applications.

11. CHANGES TO ASPIRE PLATFORM OR SERVICE

Notwithstanding any other provision of this Agreement, ASPIRE reserves the right to change, suspend, remove, or disable or impose limits on the use or access to any part of the Service at any time and without notice when ASPIRE so deems appropriate to improve or update the Service or the ASPIRE Platform.

12. CHANGES TO THESE TERMS

ASPIRE reserves the right to at any time modify these Terms and to impose new or additional terms or conditions on your use of the Service. Material modifications and additional Terms will be notified to you upon you accessing the Service for the first time after such modifications were made and your continued use of the Service will be deemed to constitute your acknowledgement and acceptance thereof.

13. MISCELLANEOUS

These Terms constitute the entire agreement between you and ASPIRE and governs your ASPIRE Account and use of the Service, superseding any prior agreements between you and ASPIRE. You also may be subject to additional terms and conditions that may apply when you use services of third parties or third-party content. If any part of these Terms of Service is held invalid or unenforceable, the remainder shall remain valid and binding and that invalid part shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention and shall as such be valid and binding. You cannot assign, transfer, or novate any right or obligation under these Terms to another person.

14. DISPUTE RESOLUTION AND JURISDICTION



14.1. You will endeavor to amicably settle with us any dispute or claim arising from the ASPIRE Service or these Terms . Any dispute or claim you may have can be reported to the ASPIRE Customer Experience.

14.2. If an amicable resolution of the dispute or claim fails, the dispute shall be exclusively submitted and resolved by the Dubai Courts, UAE. Both ASPIRE and you shall be entitled to seek remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of these Terms of Service with any court of competent jurisdiction.

14.3. These Terms and the use of the Service shall be governed by the laws of UAE, where the ASPIRE Service is being delivered.

14.4 Any Terms here contradicts with the Provider Contract then the Provider contract terms will be held as the final version for the Provider personnel.

14.5 Any Terms here contradicts with the COMPANY Contract then the COMPANY contract terms will be held as the final version for the COMPANY and such affiliated personnel.