

SUKOON ONLINE SERVICES TERMS AND CONDITIONS AGREEMENT AND DATA PRIVACY POLICY

(A) 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 Sukoon Insurance PJSC ("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 'Your' will be construed accordingly.

- 1.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and that person's personal representatives, successors or permitted assigns. A reference to any "Party" shall include that Party's personal representatives, successors, or permitted assigns.
- 1.2 A reference to a document is a reference to that document as varied, amended, extended, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) and shall include any document which is supplemental to or expresses to be collateral with or is entered into pursuant to, or in accordance with the terms of the Agreement. Any amendments, modifications, addendums to this Agreement shall form an integral part of this Agreement and shall be construed therewith.
- 1.3 A reference to a document is a reference to that document as varied, amended, extended, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) and shall include any document which is supplemental to or expresses to be collateral with or is entered into pursuant to, or in accordance with the terms of the Agreement. Any amendments, modifications, addendums to this Agreement shall form an integral part of this Agreement and shall be construed therewith.
- 1.4 A reference to a "law" or "regulation" shall be construed as encompassing any UAE laws, regulations, decrees, rules, or guidelines issued by a relevant governmental body, department, agency or regulatory as may apply to the subject matter of this Agreement.
- 1.5 Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders.
- 1.6 The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.

2. Use of Facility

- 2.1. The Facility is deemed to be in use or is being accessed by You when it is loaded and/or continues to be loaded in the temporary or permanent memory of Your computer or similar system or in the internet browser thereof.
- 2.2. Should You require any further clarification or support at any stage on the Facility including the transaction, you are instructed not to proceed and to contact the support/contact numbers of Sukoon and/or its service provider for further assistance.
- 2.3. You expressly agree that You will not impersonate any individual/entity while using this Facility. Your use of the Facility is solely for enquiring and/or applying and/or printing/amending specific insurance Policy only and such use of the Facility is at Your sole risk. The Facility is provided on an "as is" and "as available" basis. You agree to abide by all UAE laws while using the Facility including while posting any inquiry on the web-chat module if any.
- 2.4. You will be responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required at Your end



for accessing and using the Facility, and for all communications service fees and charges incurred by You in accessing or availing the Facility.

- 2.5. 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.
- 2.6. 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.
- 2.7. 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.
- 2.8. You accept that any Transaction will only be completed as and when the process is successfully concluded and thereafter acknowledged by Sukoon.
- 2.9. 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:
 - a. 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.
 - b. 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.
 - c. 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 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 no-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, libelous, 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, libelous, 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 address directs it. An electronic communication made by posting on the pages of the Online Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic communications.

- 3.5. In order to access and retain Communications, you must maintain a valid e-mail account and email. Software capable of reading Sukoon's e-mails.
- 3.6. As part of Services, you hereby give your unconditional consent to Sukoon and/or its service providers to contact You and to send to You SMS notifications (including for marketing/promotional notifications) on your mobile/landline telephone/emails. You agree to receive any number of such notifications at any time and during any time within the day or night.
- 3.7. Sukoon shall not be responsible for any network failure by the network provider or any transmission. The error of any failure of such notification not being received by you.
- 3.8. You understand and acknowledge that Charges for receiving such notifications will be completely borne by You which may include mobile roaming charges and/or other additional charges if any charged by a non-UAE service operator.
- 3.9. You hereby agree to fully indemnify Sukoon and its service providers against any and all actions, proceedings, liability, costs, charges, losses, or damages (including legal costs) it may suffer in connection with the provisions of electronic notification or as a result of any transaction over the GSM network in connection with such electronic notifications.
- 3.10. You must immediately notify Sukoon of any loss or theft/hacking of Your mobile/email account, and you shall from the time of notification stop providing such notification to that mobile telephone/email account.
- 3.11. Sukoon will not in any way be responsible or liable for any loss, damage, or other consequence arising from:
 - a. Non-delivery of any notification for any reason including as a result of Your mobile telephone being switched off, lost, or stolen; or
 - b. Delivery of an electronic notification to a party other than You if the mobile telephone or SIM card is not in Your possession or control for any reason whatsoever (whether with or without your consent), or
 - c. Delivery of a message to another mobile telephone due to the act or omission or error of the Sukoon, its employees, officers, or agents, or any third party (including without limitation any service provider), or the use and provision of the electronic notifications service in any way.
- 3.12. Sukoon accepts no liability for any loss or damage arising directly or indirectly from actions taken or not taken by You or any third party in reliance on material or information contained in a message sent to You electronically.
- 3.13. You acknowledge that any fund value/balance given to You electronically through the use of the electronic notification shall not for any purpose whatsoever be taken as a conclusive statement of Your balance and if need be, You must reverify the same with the Sukoon branch.



- 3.14. 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.

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:
- 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.
 - 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.
 - Rent, lease, sell, sublicense, or lend Your access to the Facility and to the Facility.
 - Cache or permit caching by any person.
 - Do any act that violates Sukoon's or its service provider's intellectual property rights in the Facility or the Facility.
 - 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 attached or engage in any activity designed and/or intended to interfere with the working of Facility/Facility for any duration of time

6. Disclaimer of warranties

- 6.1. You irrevocably and unconditionally accept that any Transaction and/or instruction made or given through the Online Services will be entirely at Your own risk and responsibility. Sukoon's record of any Transaction or instruction processed in connection with Online Services will be binding and conclusive evidence of such Transaction or instruction for all purposes.
- 6.2. You agree that all security procedures used and implemented by Sukoon are reasonable and adequate. You shall safeguard and ensure that the security procedures are kept secret at all times and shall diligently safeguard from disclosure and/or use by any other person(s), any authentication methods/devices, not to be disclosed to any third parties or unauthorized personnel. You are hereby advised:
 - a. You may not have access to the Facility 24 hours/7 days; there will be some planned and/or unexpected shutdowns during operating and non-operating hours. You acknowledge that such shutdowns may result in either partial or no access to the Online Services. Sukoon reserves the right to record in its information systems all data concerning any communication or action relating to any Transactions. Sukoon will use reasonable endeavors to execute Transactions/instructions as soon as these are received from You and accepted by Sukoon's information systems but does not guarantee any indicated turnaround time. The date and content of each Transaction/instruction will be verified by any means available to Sukoon.
- 6.3. You specifically agree that any misuse or negligence caused by You under this Agreement will entitle Sukoon to take suitable action against You and others engaged in such acts under civil, criminal, and/or common law for damages and/or punishment. You agree to indemnify and keep Sukoon indemnified at all times from all losses, damages, costs, expenses, loss of profits, loss of business, proceedings, actions, suits (including legal fees) caused to or suffered by Sukoon as a direct or indirect consequence of Your actions, including due to a breach of this Agreement, error, negligence or default
- 6.4. Sukoon shall not be responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay, interruption, failure, deletion, defect of any information, research, reports, analysis, or quotes, etc. in this Facility or any part thereof.
- 6.5. Sukoon shall not incur any liability direct or indirect, to You or any third party, as a consequence of non-functioning of any equipment belonging to You, any third party, or us. We shall not be responsible for any downtime of such equipment.
- 6.6. Sukoon does not warrant or guarantee that access to the Facility and the Facility will be uninterrupted, timely, secure, or error-free; nor does Sukoon make any warranty or guarantee as to the results that may be obtained from the Facility or use of the Facility or as to the accuracy or reliability of the Facility.



- 6.7. Sukoon shall not be liable for any action taken by You based on or relying on the information provided in or by the Facility.
- 6.8. Sukoon will not be liable for any virus that may enter Your system as a result of You using the Facility. Sukoon makes no warranty to You or third parties that the Facility will be virus-free. Sukoon will not be liable for any direct, incidental, or consequential loss, which may be caused to You as a result of your use of the Facility / Facility.
- 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 be 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 covenants 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:
- a. Utilized, copy employ, or use in any manner any of the Confidential Information otherwise than in furtherance of its obligations under this Agreement;
 - b. 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
 - c. 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 a quotation or 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 quotation and/or 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.



13. Waiver

- 13.1. No failure or delay on the part of Sukoon to exercise any power, right, or remedy under this Agreement shall operate as a waiver thereof, nor shall any partial exercise by Sukoon of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided bylaw.

14. Relationship between the Parties

- 14.1. Nothing herein shall be deemed or construed by the Parties hereto nor by any third party as creating a partnership, an agency relationship, or of a joint venture between the Parties or any of their respective agents hereto. For the avoidance of doubt, neither Party has the power nor does authority under this Agreement to bind the other Party nor make promises or representations in any circumstance whatsoever on behalf of the other Party.

15. Severability

- 15.1. Each of the provisions of this Agreement is severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

16. Changes to the Terms

- 16.1. Sukoon reserves the right to make changes to this Agreement from time to time, to address changes including as required by the law or regulatory changes or as required due to changes to the functionality offered through the Facility or for any other reasons at the sole discretion of Sukoon. Your continued use of the Facility after the date the changes are advised to You will constitute your acceptance to such modified terms.

17. Governing Law

- 17.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the onshore laws of Dubai, United Arab Emirates (which for avoidance of doubt excludes laws of DIFC/ADGM/or any other free zones). Each of the Parties agree to submit to the exclusive jurisdiction of the onshore courts of Dubai, United Arab Emirates (which for avoidance of doubt, excludes Courts of DIFC/ADGM/or any other free zones).

The User confirms having read, understood, and accepted the above terms and conditions in acknowledgement of which he/she has submitted this agreement to Sukoon by clicking the “Accept” button and/or proceeding to conduct Transaction through the Facility



(B) SUKOON'S DATA PRIVACY POLICY

Sukoon Insurance PJSC (hereinafter referred to as "Sukoon") respects your privacy and is committed to protecting it.

This privacy policy ("**Privacy Policy**") sets out our policies and procedures for collecting, using, maintaining, protecting, Processing and disclosing information provided to us by you or any third parties. Our products and Services are available through our own branches and on our own website as well as through insurance intermediaries (example through banks, insurance brokers, insurance agents, etc.) and anyone else who acts as a person sitting in between you and us in relation to what we do for you.

We collect, use, maintain, protect, process, transfer, and disclose your Personal Data in accordance with United Arab Emirates ("**UAE**") data protection regulations, such as, but not limited to, Federal Decree Law No. 45 of 2021 regarding the Protection of Personal Data ("UAE Federal Data Protection Law"), applicable Central Bank regulations, together with any other applicable laws as is applicable to Sukoon within UAE (collectively referred to as "**UAE Data Protection Laws**") as required for the performance of the Services, evaluating/ underwriting/ issuing/ administering/ processing your quotation, proposal form, insurance policy, reinsurance, claim administration, providing requested Services , accessing any of our websites or mobile apps, or otherwise to enable you to provide information to or communicate with us.

[Wherever you only deal with Oman Insurance Workplace Savings Solution and/or Oman Insurance Workplace Savings Solution then the UAE Data Protection Laws will only refer to data protection laws as issued by DIFC, and such references shall be read and interpreted accordingly.

Wherever you only deal with Sukoon Insurance – Oman Branch , our branch office in Oman then the UAE Data Protection Laws will only refer to Omani personal data protection law and its executive regulations as issued by Royal Decree in Oman, and any and all references to UAE, UAE Data Protection Law, Central Bank will stand deleted and replaced with Sultanate of Oman, Oman Data Protection Law, Capital Market Authority, and such references shall be read and interpreted accordingly].

Wherever you provide your data to us, we act as the data controller under the UAE Data Protection Laws. Wherever we receive your Personal Data from a third party then we may act as a data processor following their instructions on Processing of your Personal Data. There may be instances where we act both as data controller and also as data processor for your Personal Data. Wherever we act as a data controller this Privacy Policy will apply even if we have not obtained Personal Data directly from you. Wherever we act as a data processor you should refer to the privacy policy of your data controller, and also be guided with this Privacy Policy. When an insurance intermediary processes your Personal Data as a data controller (i.e. they decide how and why your Personal Data is processed), their own privacy notice will apply and you should ask them for a copy if you do not have one by the time you are introduced to us. This privacy policy does not apply to any third-parties including websites where our online advertisements may be displayed, nor to linked third-party websites which we do not operate or control.

1. Who We Are?

Sukoon Insurance PJSC ("**Sukoon**") is an insurance company licensed by UAE Central Bank and we provide insurance and reinsurance related services ("**Services**") to you.

When we use terms such as "**we**", "**us**" and "**our**" in this Privacy Notice, we, as the context may apply, means and refers to Sukoon and/or Oman Insurance Management Services Limited and/or Oman Insurance Workplace Savings Solution and/or Sukoon Insurance – Oman Branch and/or Synergize Services FZ-LLC and/or Equator Insurance Agency LLC and/or ASCANA Takaful ("Sukoon Takaful") ,



depending upon which entity you are dealing with. Sukoon includes the relevant subsidiary with whom you may be dealing with. "we", "us", "our" or any of their derivatives also refer to the successors, subsidiaries, affiliates, and any novatee, assignee, transferee or purchaser of that entity's rights and/or obligations hereunder. The words "you", "your" or any of their derivatives refer to the person using our Services, holding or ever held an insurance or reinsurance policy with us, having any investment or real estate relationship with us, accessing our website or mobile applications ("app" or "apps"), or otherwise providing information to or communicating with us and shall include, as the context may require, successors and assigns (as the case may be).

2. What Does "Personal Data", "Processing" And Other Key Terms Means ?

Some key terms as used in this Privacy Policy are :

Personal Data means any data relating to an identified natural person, or one who can be identified directly or indirectly by way of linking data, using identifiers such as name, voice, picture, identification number, online identifier, geographic location, or one or more special features that express the physical, psychological, economic, cultural or social identity of such person. It also includes Sensitive Personal Data and biometric data.

Sensitive Personal Data means any data that directly or indirectly reveals a natural person's family, racial origin, political or philosophical opinions, religious beliefs, criminal records, biometric data, or any data related to the health of such person, such as his/her physical, psychological, mental, genetic or sexual condition, including information related to health care services provided thereto that reveals his/her health status.

Processing means any operation or set of operations which is performed on Personal Data using any electronic means, including processing and other means. This process includes collection, storage, recording, organization, adaptation, alteration, circulation, modification, retrieval, exchange, sharing, use, or classification or disclosure of Personal Data by transmission, dissemination or distribution, or otherwise making it available, or aligning, combining, restricting, blocking, erasing or destroying Personal Data or creating models therefor.

Services means any and all services as performed by Sukoon to further its commercial business purposes. This includes but is not limited to evaluating, underwriting, issuing, administering, processing your quotation, proposal form, insurance policy, reinsurance, insurance or reinsurance claim, administrative services, investment services, leasing services, any other services as permitted to be undertaken by Sukoon.

For Oman Insurance Workplace Savings Solution and Oman Insurance Workplace Savings Solution and for Sukoon Insurance— Oman Branch, the above key terms will additionally have the meanings as defined within the data protection laws within DIFC, DIFC and Sultanate of Oman respectively.

3. Do You Have To Provide Your Personal Data To Us?

Insurance services almost completely relies on Personal Data and it is critical for us to receive and continue to receive your accurate, up-to- date Personal Data to enable us to provide you appropriate Services. We are unable to provide you with our products or Services or to process your proposals without having Personal Data about you. We remind you that withholding or concealment or misrepresentation of your data including Personal Data may lead to your insurance/reinsurance policy (if any issued) to be considered cancelled or void from inception and/or your insurance/reinsurance



claim being denied. We will, wherever feasible, clearly inform you whether the requested Personal Data is mandatory or optional to be provided.

Sukoon operates various social media channels, social media accounts to inform, assist and engage with customers. Sukoon monitors and records comments and posts made on these channels about Sukoon in order to improve its products and Services. Please note that you must not ever post or communicate any of your Personal Data on any social media platforms including Sukoon operated channels. Sukoon will not be responsible if you post any of your Personal Data on any social media channel/forums/pages/accounts.

4. What Personal Data Do We Collect ?

This will primarily depend on the products or Services you apply for and/or receive from us.

We collect, use, disclose, transfer and/or otherwise process Personal Data about you or Personal Data relating to individuals who are connected, referred, nominated or associated with you including but not limited to your legal representatives that you provide to us ("Associated Persons") in accordance with this Privacy Policy.

The Personal Data that we collect or may collect include (without limitation):

- personal contact data including title, name, telephone number, mobile number, email contact details, address, residential address and correspondence address;
- signatures, specimen signature(s);
- occupation, education and income levels;
- identification details, passport number, Emirates Id details, date of birth, age, place of birth, nationality, residency details, citizenship details, and other identity related details;
- Your government identification number and identification documents including for instance document type, number, country of issue and expiry date;
- financial, insurance, banking information (e.g. information on net assets, income, expenses, credit history, bank account and banking transactions, securities trading account);
- Details of your marital status, spouse's name and account information, dependents, beneficiaries, beneficial owners, representatives, indemnifiers, tax status, sources of income and funds, assets and liabilities, and whether you are a politically exposed person or other compliance related details;
- Details of shareholdings, prominent functions, directorships and/or employment including for instance your occupation, salary, employer and length of service;
- Details of your current or past insurance policies, insurance claims, reinsurance policy, reinsurance claims, and any related data and/or information;
- Details of your medical history and current and ongoing health status;
- Details of your products and services including for instance application information, insurance policy details, reinsurance details, currency, account history, standing orders, direct debits, payment transactions, insurance policies held – their details, details of additional signatories, beneficiary details, banking details, information relating to complaints and/or fraud reports, and details associated with policy cancellations/amendments etc;
- images and voice recordings of your communications with us;
- value added tax, corporate tax details
- insurance details, reinsurance details;
- information about your risk profile, investments, investment objectives, knowledge and experience and/or business interests and assets;
- personal opinions made known to us (e.g. your feedback or responses to any surveys);
- browsing history, patterns or other unique information;
- your internet protocol address and information associated with such address;
- criminal record checks;



- Records of how you have contacted us and, if you get in touch with us online, details such as your mobile phone location data, IP address and MAC address;
- Security identifiers including for instance mother's maiden name.
- any other Personal Data reasonably required in order for us to provide the Services;
- any other Personal Data permitted by or required to comply with any UAE Data Protection Laws and our internal control and compliance policies.

5. From Where Do We Collect Personal Data ?

This will depend on the products or Services you apply for and obtain from us. Most of the data that we collect is provided or filled in by you as part of your proposal form/ claim form and/or provided to us by your broker/insurance intermediary, reinsurance intermediaries and/or your service providers, motor garages, medical providers, pharmacies, hospitals, clinics, and/or claim adjuster, loss adjusters etc. Your Personal Data will mainly be obtained pursuant to a statutory or contractual requirement or a requirement necessary to enter into and to perform the Services and/or any contracts.

Personal Data has/or will also be obtained from the following sources, where applicable, or such other sources which we may see fit from time to time:

- information provided or submitted by you through among others, your dealings and agreements with us (including through our websites and mobile applications), which includes information provided when registering as a user, providing information regarding any insurance or reinsurance application, policy, providing answers to questions, completing any confirmations, declarations or forms, or through your utilization of any of our Services;
- as applicable, publicly available or publicly accessible information;
- such other written, electronic or verbal communications or documents delivered to us prior to and during the course of our contractual or pre-contractual dealings with you;
- screening service providers, screening credit check providers;
- banks, brokers, insurance agents, insurance intermediaries
- hospitals, clinics, pharmacies, service providers, medical TPA's (third party administrators), medical providers
- other insurance companies, reinsurers, insurance intermediaries,
- your employer, your staff, recovery agents, other insurers, other financial or insurance related entities,
- claim adjusters, loss adjusters,
- legal advisors, professional advisors, consultants,
- fraud prevention agencies, credit reference agencies, landlord, lenders, publicly available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies
- regulators, regulatory portals,
- from other members of our group if you have earlier provided your Personal Data to them
- Credit Reference Agencies
- Courts or different legal and regulatory registers as maintained with respective Government and Regulatory entities.

6. What Do We Use Your Personal Data For ? Purposes of Processing and its lawful basis ?

We undertake the Processing of your Personal Data as required to comply with applicable UAE Data Protection Laws that we are subject to. We also process your Personal Data for the purpose of legitimate



interests pursued by us or a third party to whom your Personal Data is made available. We Process your Personal Data on lawful, legitimate basis as permitted under Applicable Laws, which primarily will relate to providing you or in relation to or arising from the Services and/or to perform relevant contracts with or related to or arising from you.

For some processing more than one legal ground may be relevant. We also Process your Personal Data for our business purposes.

We Process your Personal Data for the following purposes ("**Purposes**"):

- to provide a quotation and/or contract of insurance,
- to identify individuals that contact us,
- to set up a policyholder, life insured or a member of a corporate savings plan or group insurance policy,
- to arrange and maintain business relationships with service providers and representatives,
- to administer and renew policies,
- to communicate with policyholders or their appointed representatives in respect of insurance services,
- to make and receive payments,
- to assess, process and settle claims,
- for fraud prevention and detection purposes,
- to comply with tax reporting obligations such as Common Reporting Standards (CRS)/Foreign Account Tax Compliance Act (FATCA),
- to provide the Services to you, including underwriting, administering, Processing any insurance policy, claim, reinsurance,
- to automate decision making processes including profiling, underwriting, issuance of policy, claim processing, (such automated decision-making process including profiling may produce legal consequences or otherwise seriously impacts you),
- to carry out any transactions on your behalf contemplated by the Services,
- to assess and process applications, instructions or requests from you,
- to communicate with you, including providing you with updates, or changes to our Services,
- to verify your identity for the purposes of providing Services to you,
- to conduct due diligence checks, screenings or credit checks as may be required by any applicable laws or our internal policies and procedures,
- for the specific purpose for which it was volunteered or provided to us,
- to detect and prevent fraud and other unauthorised or illegal activities and protect us or any third parties against negligence, fraud, theft and other illegal activities,
- to understand your needs and preferences,
- to improve the content, appearance and utility of the Services,
- to manage and develop infrastructure and business operations,
- to carry out our obligations and enforce our rights arising from any agreements entered into between you and us, including for billing and collection and the processing of payments,
- to comply with our internal policies and procedures,
- to respond to queries or feedback,
- to address or investigate any complaints, claims or disputes,
- to conduct surveys and obtain feedback on our services,
- to comply with any applicable laws or any request from any relevant governmental or regulatory authority,
- for financial reporting, regulatory reporting, management reporting, risk management, audit and record keeping purposes,
- to create anonymised reports, analytical reports, statistical research, market surveys,
- to seek professional advice, including legal advice,
- to provide you with marketing materials in connection with the Services we may provide,
- to fulfil any purpose related to the above purposes or any other purpose in connection with the provision of our Services,
- Conducting market research and surveys with the aim of improving our products and Services,



- For development of new products, improvement of products, creating business intelligence, database creations,
- Marketing and promotion, conducted with or without the support of third parties engaged by us,
- Remaining competitive as well as developing and improving our products and services,
- Preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism, fraud and other financial crimes) in any jurisdiction, identity verification, government sanctions screening and due diligence checks,
- to comply with applicable legal and regulatory requirements such as anti-money laundering, financial sanctions, tax or regulatory reporting. This includes complying with requests to provide data including personal information to our regulators, which may be on an adhoc or regular and daily basis, such as with the Central Bank of the United Arab Emirates ("CB UAE") digital supervisory platform to satisfy the regulatory and supervisory objectives of the CB UAE. Such data sharing could be in respect of individual insurance policies, group insurance policies and corporate savings plans issued by us in the UAE and may include personal information of relevant parties of the above policies and plans (such as policy owners, claimants, lives insured and beneficiaries (and employees of such policy owners, claimants and beneficiaries as the case may be)). This data sharing may include requests for historic as well as current data,
- Complying with applicable local or foreign law, regulation, policy, voluntary codes, directive, judgement or court order, as well as any request by any authority, regulator or enforcement agency or body,
- Establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings,
- any other purposes that are appropriate or authorized by any applicable laws.

We may contact you by postage, mail, e-mail, SMS/text, telephone and other electronic means for direct marketing purposes to provide information on products and services that we believe will be of interest, to the extent permitted by applicable law, unless you object to receiving such information. If you do not want to receive such communications from us please use the unsubscribe or opt-out facilities provided within the relevant marketing material. Your option not to receive promotional and marketing material shall not preclude us from corresponding with you, by email or otherwise, regarding your existing relationship with us (e.g., your policy status and activity or our responses to questions or inquiries you pose to us)

Wherever you have provided us your consent or authorisation to Process your Personal Data, the Processing of Personal Data will be lawful based on your consent. Wherever the Processing is based on your consent, you have the right to withdraw your consent at any time, without affecting the lawfulness of Processing based on consent before its withdrawal, unless where such withdrawal of consent is not permitted under Applicable Laws. All best efforts will be made to effect Your withdrawal of consent within 30 days of receiving your request to withdraw. The request for withdrawal has to be provided by contacting us (refer to contact details section).

7. With Whom Do We Disclose And Share Your Personal Data With ?

We may from time to time disclose and share your Personal Data to directors, officers, employees, representatives, agents or delegates or any third parties, whether located in UAE, or otherwise, to carry out the Purposes. This includes, disclosing and sharing your Personal Data with the following:

- our parent company, subsidiaries and affiliates,
- any of our directors, officers, employees, representatives, agents or delegates,



- any of our shareholders or related corporations, and any of their successors or assigns, and their directors, officers, employees, representatives, agents or delegates,
- our professional advisers, trustees, consultants and auditors,
- survey and research organisations,
- any sub-contractors which any of our service providers, agents, suppliers, delegates or contractors may appoint from time to time to provide them with services in connection with the Services that we offer to you, and their directors, officers, employees, representatives, agents or delegates,
- anyone who takes over or may take over all or part of our rights or obligations under any agreement we have with you or anyone any agreement we have with you (or any part thereof) is transferred to or may be transferred to,
- any service providers, agents, contractors, delegates, suppliers or third parties which we may appoint from time to time to provide us with services in connection with the Services, and their directors, officers, employees, representatives, agents or delegates,
- with other insurance and/or reinsurance companies, claim administrators, third party claim administrators, medical providers, pharmacies, clinics, hospitals, IT service providers, insurance intermediaries, banks, brokers, agents, consultants, surveyors, loss adjustors, loss assessors, IT service providers, actuaries, payment processors, aggregators, emergency support/assistance providers, additional administrative and/or support service providers, and other like entities or persons, whether inside or outside UAE, to the extent necessary as may be required to provide Services to you,
- real estate brokers, agents, developers if required in managing any property which you may have leased or bought from us or sold to us,
- bankers, fund managers, fund administrators, mutual funds, distributors, fund or scheme operators,
- debt recovery agents, auditors, investment companies, credit rating agencies, trustees, beneficiaries, trade associations, insurance associations, tax authorities,
- IT service providers, licensors of various software's that we use or provide, back up and server hosting providers, communication providers, software and maintenance providers, document storage providers, suppliers,
- any person who we believe in good faith to be your legal advisers or other professionals or your appointed representatives,
- pursuant to a request by any relevant governmental or regulatory authority (regardless of the reason for such request and whether such request is exercised under a court order or otherwise),
- parties which assist us in carrying out the purposes as permitted or required
- any person to whom we are, in our belief in good faith, under an obligation to make disclosure as required by any applicable laws,
- any relevant governmental or regulatory authority, in so far as we need to do so to keep to any applicable laws, or which we in good faith believe that we should keep to.

In the case of disclosures, we shall disclose such Personal Data in accordance with the terms of the UAE Data Protections Laws. We shall exercise reasonable caution and diligence to determine the validity and proportionality of any request and where reasonably practicable obtain assurances from the recipient of the Personal Data in relation to the disclosures.

8. Do We Transfer Your Personal Data Outside UAE ?

We may transfer, store, process and/or deal with your Personal Data outside the UAE for one or more of the purposes including as permitted under UAE Data Protection Laws. We implement appropriate technical and organisational measures to ensure that any Processing of your Personal Data is undertaken securely and in compliance with the UAE Data Protection Laws. Some countries outside UAE may not have adequate protection for Personal Data under the laws that apply to us. We will



wherever necessary ensure that suitable safeguards are in place before we transfer your Personal Data to outside UAE which do not have adequate protection as determined under UAE Data Protection Laws, for example by signing specific contractual clauses to maintain adequate protection with such entities. In doing so, we will comply with the UAE Data Protection Laws.

9. How Long Do We Retain Your Personal Data ?

Your Personal Data is retained as long as the purpose for which it was collected remains and until it is no longer necessary for any other business purposes or to comply with any applicable laws. We will also hold your Personal Data as long as is necessary to respond to any queries from you, to improve our Services, to respond to any legal claims by you, or to comply with any legal and/or regulatory requirements to which we are subject to. To determine the appropriate retention period for Personal Data, we may also consider the amount, nature and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of your Personal Data, the purposes for which we process your Personal Data and whether we can achieve such purposes through other means, and the applicable requirements. Generally, we will keep your Personal Data (excluding health data) for at least 10 years from the end of our relationship with you/ expiry of your policy with us , as required to be retained under relevant UAE regulations. Any of your Health data will be kept for at least 25 years as required to be retained under current relevant UAE regulations. In case of any dispute or litigation your Personal Data will be retained for longer periods. At the expiry of such periods, your Personal Data may either be deleted or securely archived.

10. What Are Your Rights ?

Under the UAE Federal Data Protection Law you have a number of key rights, such as :

- (i) Right to obtain information,
- (ii) Right to request Personal Data Transfer,
- (iii) Right to correction or erasure of Personal Data,
- (iv) Right to restrict Processing,
- (v) Right to stop Processing,
- (vi) Right to Processing and Automated Processing.

The above rights are subject to exceptions as permitted and stated under UAE Data Protection Laws.

Under certain laws (if applicable) you may also have the right to data portability.

If you would like to exercise any of your rights in relation to your Personal Data or require further information on the scope of any such rights, please contact our Data Protection Officer (see the contact details in last section of this Privacy Policy).

11. What Should You Do If Your Personal Information Changes?

As the accuracy of your Personal Data depends largely on the information you or such third party provide to us, you should inform us in writing as soon as practicable if there are any errors in the Personal Data



or if there have been any changes to the Personal Data. Any errors or incomplete Personal Data may prevent us providing Services to you or may lead us to provide partial or incorrect Services.

If you were introduced to us by a broker or other intermediary who is data controller in its own right, you should contact them separately.

12. Do We Use Cookies And Related Technologies ?

We use a variety of technologies on our website and mobile applications to collect information that helps us understand how our Services are used so we can refine our Services and simplify the user experience. A cookie is a small file of letters and numbers that is stored on your device when you visit a website or use an app. Cookies may expire at the end of a web session or app or persist in order to store your settings and preferences. A web beacon, also known as a pixel tag, is a tiny transparent image embedded in a website or an email to measure usage and activity. In some case, a web beacon triggers the placements of a persistent cookie on your computer.

Cookies collect information about users and their visit to the website or use of the app, such as their Internet protocol (IP) address, how they arrived at the website (for example, through a search engine or a link from another website) and how they navigate within the website or app. We use cookies and other technologies to facilitate your internet sessions and use of our apps, offer you products and/or Services according to your preferred settings, track use of our website and apps and to compile statistics about activities carried out on our website and/or through our apps.

'Cookie' types

The type of Cookies and other tracking technologies used on our online platforms can be categorized as follows:

Strictly Necessary Cookies. As the name suggests, these are cookies that are required for the operation of our online platforms. They include, for example, cookies that enable you to log into secure areas of our online platforms, make purchases and avail our Services. Without these Cookies, you will not be able to access some parts of our online platforms. These Cookies do not typically contain any information that personally identifies a user.

Performance Cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our online platforms. This helps us to improve the way our online platforms works, for example, by ensuring that users are finding what they are looking for easily. These Cookies do not typically contain any information that personally identifies a user.

Functionality Cookies. These are used to recognise you when you return to our online platforms. These Cookies enable us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region). These cookies may collect your personal information to the extent you have disclosed, and if you do not accept these Cookies, then it may restrict the content on our online platforms, and affect the performance and functionality of our online platforms to you.

Targeting and Third Party Cookies. These Cookies record your visit to our online platforms, the pages you have visited and the links you have followed. We may engage with a number of third-party service providers who may also install Cookies on your device on our behalf when you access our online platforms to allow them to deliver you custom-made advertisement within their webpage. We will use this information to make our online platforms and the advertising displayed on it more relevant to your interests. When you browse our online platforms some of the third party Cookies may be installed on your device who provide its features on our online platforms, although you may have declined your consent to our Cookies. This is due to your



acceptance to use their Cookies on their website. We may also share this information with third parties for this purpose.

You may set up your web browser to block cookies. You may also remove cookies stored from your computer or mobile device. However, if you do block cookies, you may not be able to use certain features and functions of our website.

We also use analytics programs such as Google Analytics for web analytics purposes to manage and improve our website, mobile apps and/or our Services. Accordingly, your Personal Data may be collected for reports such as impression reporting, demographic reporting, interest reporting and to assist with tailoring our online advertising to provide you with a better experience.

We and our third-party vendors and service providers, including Google, use first-party cookies (such as the Google Analytics cookie) or other first-party identifiers, and third-party cookies (such as Google advertising cookies) or other third-party identifiers together, to inform, analyse, optimise, and serve custom ads based on your interests, searches and prior usage patterns when visiting our website, mobile apps, and for other market research analysis purposes such as impression reporting and how your interactions with these ads are related to visits to our website, mobile apps, amongst others. As a consequence, third party vendors and service providers may show our ads on other websites or mobile apps. We neither support nor endorse the goals, causes or statements of these websites or mobile apps which display our ads.

Using the Google Ad Settings, you may control the ads you view, block specific advertisers, learn how ads are selected for you, and opt-out of Google Analytics for Display Advertising. To opt out from any collection or use of information by Google Analytics, please download and install the Google Analytics Opt-Out Browser Add-on or any other available means. By opting out, you will not be subject to online advertising or marketing analysis by Google Analytics and you will no longer receive ads tailored to your browsing patterns and usage preferences.

Our website may contain links to other websites which are not maintained by us. This Privacy Policy only applies to our website, mobile apps, and/or our Services. When visiting these third-party websites, you should read their privacy policies which will apply to your use of these third-party websites.

13. Do We Record or Monitor Any Communications ?

To the extent permitted by law, we may record and monitor your communications with us to ensure compliance with our legal and regulatory obligations and our internal policies. This may include the recording of telephone conversations, meetings, any interactions etc.

14. How will we communicate changes to Privacy Policy terms ?

Our Privacy Policy may change from time to time. If we make a change to this Privacy Policy, We will upload an updated Privacy Notice on www.sukoon.com and / or other Sukoon /Sukoon subsidiaries websites. By continuing to use our Services after those changes have become effective, you agree to be bound by the revised Privacy Policy. It is your responsibility to periodically check our website and this Privacy Policy to check for any changes.

15. Our Contact Details



For any further details , complaints, to exercise any rights available to you under UAE Data Protection Laws you may email us at DPO@Sukoon.com or send postal mail to the following address: Data Protection Officer, Legal Department, Sukoon Insurance PJSC ("Sukoon") P.O. Box 5209, Dubai, UAE

If you have any complaints in relation to your rights and which remains unanswered or not addressed to your satisfaction despite repeated reminders then you may raise a complaint contact the UAE Data Office if you are dealing with non-DIFC based entities or with Commissioner of DIFC Data Protections Office if you are dealing with DIFC based entities

Your Explicit Authorization and Explicit Consent to Sukoon's Privacy Policy

PLEASE DO NOT SEND US ANY PERSONAL DATA IF YOU DO NOT WANT THAT INFORMATION TO BE USED BY US IN THE MANNER AS EXPLAINED WITHIN THIS PRIVACY POLICY.

BY CONTINUING TO USE OUR SERVICES (WHETHER DIRECTLY OR THROUGH THIRD PARTY ARRANGEMENTS) OR OUR WEBSITE OR ANY APPS AND/OR BY PROVIDING ANY PERSONAL DATA (INCLUDING SENSITIVE PERSONAL DATA) TO US OR TO OUR AUTHORISED PARTNERS, YOU ARE CONSENTING TO OUR USE AND PROCESSING OF YOUR PERSONAL DATA AS SET OUT IN THIS PRIVACY POLICY.