

## **Omantel – Sehati- Terms & Conditions**

**Effective Date: 1<sup>st</sup> April, 2023**

Welcome to Sehati! Sehati is developed and/or published by Globant ("Application Creator") for Omantel wellness rewards program. You must know that by signing up or otherwise using any of our websites and/or software applications (the "Products or "Services") or accessing any content or material that is made available through the Products and Services ("Material"), you are agreeing to comply with these terms and conditions (the "Terms") which constitute the binding agreement between Omantel, ("Omantel", "we", "us" or "our") and you, as user (the "User", "Authorized User", "you" our "your").

You acknowledge that you have read and understood these Terms, accept these Terms, and agree to be bound by them. If you don't agree with (or cannot comply with) these Terms, then you may not use the Application and Services.

If you violate these terms, we may terminate your use of the Services or ban you from future use of the Products, and/or take appropriate legal actions.

We may update these Terms from time to time. When we update these Terms, we will revise the "Effective Date" date above and post the new Terms and Conditions. Please read these Terms carefully. If you have any questions regarding these Terms, please contact us at **Call Centre Number – 1234, On WhatsApp - +968 72700700**.

### **I. About Sehati**

Omantel offers a wellness rewards program, usage-based, called Sehati (the "Application"), which allows Authorized Users to potentially obtain benefits from Omantel based on your healthy activity habits, like how much you exercise, how many steps you make and how often you stand. You will need either an Apple Watch and Apple iPhone, or Android phone with a GoogleFit or Fitbit compatible device to use our Application and Services. Sehati rewards people for being active and can help you improve your lifestyle.

Users who sign up to use Sehati will have their data pulled from Apple HealthKit or GoogleFit or Fitbit (the "Applicable Device"). You must confirm the information provided by the Applicable Device is accurate. This information will be used to set custom activity goals for you. Your activities, including active calories burned, exercise time and standing time, will be used to generate reports that will be shared with Omantel and any third party if required for the provision of services. Omantel will determine what rewards are applicable.

### **II. Enrollment**

Your enrollment to the Sehati Wellness Program will be required to begin. The enrollment is used to set up the user account and begin calculation of individual goals and targets.

When you opt in for the Sehati and accept these Terms and the Privacy Policy, you have agreed to participate in the Sehati program.

### **III. Reward**

Unless there are fewer days in the month than the number of stars required to earn the first month's reward, the Reward Period will begin as soon as you activate your account in the application and continue until the end of the Term unless otherwise terminated by Omantel pursuant to these Terms. In case there are not enough days to earn the reward, you will enter a "warm-up" period with the Reward Period commencing on the first day of the next calendar month. During this "warm up" period all Authorized Users can track their activity and prepare for reaching their goals but will not earn any rewards.

### **IV. Using Sehati**

1. To use Sehati, you must be 18 years old or older and accept these Terms.
2. You will use your Omantel account to use and access our Services. Keep in mind that you may only access your account on one mobile device.
3. Subject and conditioned to your compliance with these Terms, Omantel hereby authorizes you to access and use, the Application and such documentation as Omantel may supply or make available to you (the "Documentation"). This authorization is non-exclusive and non-transferable, and solely for the permitted use in accordance with the conditions and limitations set forth in these Terms (the "Permitted Use").

### **V. Sehati is not a substitute for medical advice**

You should not use any Sehati benefit and/or guidelines given to diagnose or treat a health problem or disease without consulting a qualified healthcare provider. Please consult your physician or other qualified healthcare provider with any questions you may have about any medical condition or treatment before starting a new healthcare or exercise regime.

### **VI. Restrictions on use**

You shall not permit any other person to access or use the Application, Services, Products or Materials except as expressly permitted by these Terms. For purposes of clarity, YOU MAY NOT:

1. allow any unauthorized users to cheat the reward system by allowing the unauthorized person to wear the registered Apple Watch or GoogleFit or Fitbit compatible wearable to collect activity habits for yourself;
2. copy, modify or create derivative works or improvements of the Services, the Products or Materials;
3. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services, the Products or Materials to any person other than you and as defined in these Terms, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
4. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, the Products or Materials, in whole or in part;
5. bypass or breach any security device or protection used by the Services or Materials or access or use the Services, the Products or Materials other than by you through the use

- of their own and valid access credentials; or modify the Services or create any derivative work of the Services and/or Products;
6. input, upload, transmit or otherwise provide to or through the Services, Products or Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any Virus;
  7. damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Products, Systems or the provision of services to the Authorized User or to any third party, in whole or in part;
  8. remove, delete, alter or obscure any trademarks, Materials, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services, the Software or Materials, including any copy thereof;
  9. access or use the Services, the Products or Materials in any manner other than the Permitted Use;
  10. access or use the Services, the Products or Systems or Materials for purposes of competitive analysis of the Services, Systems or Materials, the development, provision or use of a competing software service or product or any other purpose that is to Omantel's detriment or commercial disadvantage;
  11. access or use the Services, the Products or Materials in, or in association with, the design, construction, maintenance, operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or
  12. interfere with our Application and Services or try to access them using a method other than the interface and the instructions that we provide, or otherwise access or use the Services, the Software, Systems or Materials beyond the scope of the authorization granted under this Section or against any law;

## **VII. Sehati Services and systems' control**

1. Omantel has and will retain sole control over the operation, provision, maintenance and management of the Services and Products, any Customization Services and the Hosted Services, including: (i) Systems; (ii) location(s) where any of the Services, Customization Services or Hosted Services are performed, including in the United States, in countries outside the United States, or outside the borders of the country in which Authorized User or the Authorized User Systems are located; (iii) selection, deployment, modification and replacement of the Products; and (iv) performance of support services and service maintenance, upgrades, corrections and repairs.
2. Changes. Omantel reserves the right, in its sole discretion, to make any changes to the Products or to Systems that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of services to its Authorized Users, (ii) the competitive strength of or market for Products and services or (iii) the Products' and/or Services' cost efficiency or performance; or (b) to comply with applicable law.
3. Subcontractors. Omantel may from time to time in its discretion engage with Subcontractors, at Omantel's sole responsibility, to perform all or part of the Customization Services or Hosted Services.

## **VIII. Service Levels**

1. During the Term and subject to these Terms and any applicable Documentation, Omantel will use commercially reasonable efforts to make the Application and Services available for Authorized Users access, excluding unavailability as a result of any of the Exceptions described in these Terms or any Documentation.
2. Exceptions to the Service Levels. The following are "Exceptions" to the service levels assumed in this Section, and neither the Application nor Services will be considered unavailable nor any obligations under these Terms breached when the impairment to access to the Application, Services or the Products resulted, in whole or in part, from any: (a) act or omission by your access to or use of the Application and Services by you, or using an Authorized User's Access Credentials, that does not strictly comply with these Terms of Use and the Documentation; (b) failure or delay to abide by the in these Terms; (c) your Internet connectivity; (d) Force Majeure Event in the terms of subsection 4 Section XVII; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Omantel pursuant to these Terms; (f) scheduled downtime; or (g) disabling, suspension or termination of the Services pursuant to these Terms.
3. Scheduled Downtime. Omantel will use commercially reasonable efforts to schedule downtime for routine maintenance of the Application and Services to reduce end user impact.
4. Service Support: Call Centre Number – 1234, On WhatsApp - +968 72700700

## **IX. Security**

1. Systems and Security Obligations. Omantel will employ security measures in accordance with Sehati Privacy Policy as amended from time to time, a current copy of which is available at this [link](#).
2. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above. You are fully responsible for all activities that occur under your password or account.
3. Data Breach Procedures. A data breach plan is maintained in accordance with the criteria set forth in Sehati Privacy Policy.
4. Data Protection. Both Omantel and the User recognize that each shall be solely responsible and agree to comply with the obligations applicable under the current legislation on the protection of personal data.

## **X. Sehati Data**

We're committed to protecting your privacy and earning your trust, and understand you may have questions about how we use the data we collect for your use of Application. We explain what we will and won't do with the Data you provide in the Privacy Policy, located at this [link](#).

The Privacy Policy describes how the information you provide to us is handled (including any personal data) when you use the Application and Services. You understand that through your use of the Application and Services, you provide Omantel your freely given, specific, informed and

unambiguous consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, and/or other countries for storage and processing as described in the Privacy Policy.

**DISCLAIMER: Omantel is solely responsible for calculating, determining and allocating the rewards amount, if any, for your account.**

## **XI. Intellectual Property Rights**

1. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
2. Intellectual Property. Using the Products and Services do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other Intellectual Property Rights in respect of Materials or the Documentation.
3. Omantel confirms that it has all the rights that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.
4. You hereby irrevocably grant all such rights and permissions in or relating to Authorized User Data: (a) to Omantel , its Subcontractors and personnel as necessary to perform the Services and use of the Application; (b) to Omantel as necessary to enforce these Terms and exercise its rights to perform its obligations hereunder.

## **XII. Termination and Suspension of Services**

1. Ending these Terms. You may end your legal agreement with Omantel at any time by deleting the Application.
2. Omantel may suspend or terminate your account or cease providing you with all or part of the Application and Services at any time for any or no reason, including, but not limited to: at its sole discretion; if our provision of the Application and Services to you is no longer commercially viable and/or if we reasonably believe that you have violated these Terms and Conditions. Furthermore, Omantel may terminate your agreement and restrict your access to the Application and Services if you are no longer an Omantel subscriber or member of its loyalty program.
3. Effect of Expiration or Termination. Upon any expiration or termination of these Terms, except as expressly otherwise provided herein:
  - (a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;
  - (b) Omantel shall immediately cease all use of any Authorized User Data;
  - (c) You shall immediately cease all use of the Application, Services, or any Products or Materials; and
  - (d) Omantel may disable all Authorized User access to the Application and Services and any Materials.
4. Suspension or termination of Services. Omantel may, directly or indirectly, by any lawful means, suspend, terminate or otherwise deny You access to or use of all or any part of

the Products, without incurring in any obligation or liability, if: (a) Omantel receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Omantel to do so; or (b) Omantel believes, in its good faith and reasonable sole discretion, that: (i) you failed to comply with, any material term of these Terms, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under these Terms, or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) you are or have been involved in any fraudulent, misleading or unlawful activities or becomes included in the sanctioned lists administered by the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") and Specially Designated Nationals and Blocked Persons List (the "SDN List"). This Subsection does not limit any of Omantel's other rights or remedies, whether at law, in equity or under these Terms. If you provide sufficient evidence to prove to Omantel's understanding when proceeding to a suspension of the Application and Service under point "b)" wasn't accurate, the provision of Application and Services will be restored within 7 (seven) business days counted from the reception by Omantel of such notice.

### **XIII. Indemnification**

1. Your indemnification obligations. You shall defend, indemnify and hold harmless Omantel against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Application, Services, Products and/or Documentation in breach of these Terms.
2. Omantel indemnification obligations. Omantel shall defend, indemnify and hold you harmless against any third party claim that the Application or Documentation infringes on any Intellectual Property Right.
3. In no event shall Omantel, its employees, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (a) a modification of the Application, Materials or Documentation by anyone other than the Application owner; or (b) your misuse of the Application, Materials or Documentation in a manner contrary to the instructions given to you by Omantel; or (c) you continued to use the Application, Materials, Services or Documentation after notice of the alleged or actual infringement from Omantel or any appropriate authority.
4. Indemnification Procedure. Each party shall promptly notify the other party in writing of any action for which such Party believes it is entitled to be indemnified pursuant to this Section. The Indemnitee shall cooperate with the Indemnitor at the latter's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
5. Mitigation. If any of the Products, Services or Materials are, or are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if your use of the Application and Services or Materials is enjoined or threatened to be enjoined, Omantel may, at its option and sole cost and expense:

- (a) obtain the right for you to continue to use the Application and Services and Materials as contemplated by these Terms;
- (b) modify or replace the Application and Services and Materials, in whole or in part, to seek to make the Application Services and Materials (as so modified or replaced) non-infringing, while providing substantially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Materials, as applicable, under these Terms; or
- (c) by written notice to you, terminate these Terms with respect to all or part of the Application and Services and Materials, and require you to immediately cease any use of the Application and Services and Materials.

THIS SECTION SETS FORTH YOUR SOLE REMEDY AND OMNATEL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THESE TERMS OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

#### **XIV. DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THESE TERMS, ALL SERVICES AND MATERIALS ARE PROVIDED "AS IS" AND THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND THE PARTIES SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, OMATEL MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET AUTHORIZED USER'S OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE OR COMPLETELY ERROR FREE OR FREE FROM INTERRUPTION. YOUR BEAR SOLE RESPONSIBILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SERVICES TO MEET YOUR REQUIREMENTS. OMATEL WILL NOT, UNDER ANY CIRCUMSTANCE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF DATA ON ANY DEVICE OR INFORMATION STORAGE DEVICE.

#### **XV. DISCLAIMER OF INDIRECT DAMAGES**

EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS LICENSORS, OR ANY SUPPLIERS, BE HELD LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED WARRANTY OR OTHER REMEDY.

#### **XVI. LIABILITY CAP**

EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF OMANTEL UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED TWO HUNDRED DOLLARS (\$200.00). THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## **XVII. Miscellaneous Provisions**

- 1.** Notices. All notices, requests, demands, consents, authorizations, claims, and other communications hereunder must be in writing and sent to the other party, at the address included in these Terms. A notice given under these Terms must be: (a) in writing in the English language; (b) sent for the attention of the person, and to the address, or email herein Call Centre Number – 1234, On WhatsApp - +968 72700700.
- 2.** Assignment. You may not assign the agreement under these Terms or any of the rights granted to you hereby, unless you first obtain the written consent of Omantel.
- 3.** Waiver. No party shall be deemed to have waived any of its rights, powers or remedies under these Terms unless such waiver is expressly set forth in a writing signed by the waiving party. No written waiver of any provision of these Terms shall be deemed to be, or shall constitute, (i) a waiver of any other provision of these Terms, whether or not similar, or (ii) a continuing or subsequent waiver of the same or another provision of these Terms.
- 4.** Force Majeure. Omantel shall have no liability to you under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by a Force Majeure Event, provided that you are notified of such an event and its expected duration. "Force Majeure Event" means any acts, events, omissions or accidents beyond a Party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of a Party or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Omantel or subcontractors.
- 5.** Reserved Rights. Omantel reserves the right to access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property or personal safety of Omantel, its users and the public.
- 6.** Severability. If any provision of these Terms shall be held to be invalid or unenforceable, the remainder of these Terms shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

## **XVIII. Communications and Support**



We will periodically send you reminders and other information by e-mail or notifications while you're participating in Sehati.

If you have any questions regarding these Terms, please contact us at Call Centre Number – 1234, On WhatsApp - +968 72700700.