



## **TERMS AND CONDITIONS**

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Checkme Inc, (together with its affiliates and any other person in connection with it "Renova", "Checkme Tech", "Checkme FZE" or "us"), through its affiliates, hereby offer you certain functions and services when visiting or making any transaction in our website [www.renova.world](http://www.renova.world) and the sites, pages, subpages, windows and pop-ups shown in such website (together, the "Site"), when using Renova's applications for certain equipment or when using the software made available by Renova by any means, including without limitations the platform (the "Platform") available to Android and iOS equipment, in connection with the foregoing, which are offered or provided subject to the following terms and conditions.

This document sets forth the Terms and Conditions to which the Customer and/or Users undertakes to be bound and that the Customer and/or Users. Through (i) the registry you (the "Customer") make in the Site or Platform, and/or (ii) payment of the Subscription (as defined below), which, by the payment of the corresponding consideration, shall give you access to make use of Renova's Platform and the Site when paying the price that corresponds for the price plan, the possibility to acquire Services (as defined below) pursuant to these Terms and Conditions, and/or (iii) each visit that you make to our Services, the Site and/or the Platform (iv) each time that you use the Site and/or the Platform, and/or (v) each time that you purchase any additional products and services, you (a) accept the following Terms and Conditions (the "Terms and Conditions"), (b) undertake to be obliged pursuant to them, and (c) expressly represent your acceptance via electronic means. We encourage you to read these Terms and Conditions carefully. It is your responsibility to read them as you acknowledge that, in case of acceptance, you will have obligations with Renova in accordance with their terms. You and Renova represent your acceptance with the Terms and Conditions, acknowledging that they are an agreement between Renova and the Customer. In the event that you do not accept the Terms and Conditions absolutely and in their entirety, the Customer and/or End User shall refrain from entering, using, observing and/or purchasing products and/or contracting services in the Site and/or in the Platform. The access, use, visit, the purchase of products and/or the contracting of services of or in the Site or of or in the Platform shall constitute your absolute acceptance of the terms and conditions here stipulated.

Any person purchasing the Services and the Platform shall be considered a Customer and any person visiting the Site and the Platform shall be considered a User solely for opening the Site or visiting it and using the Platform as provided in our [End User Terms and Conditions](#). In addition, each Customer agrees to be bound pursuant to these Terms and Conditions in connection with any transaction offered, made or completed through the Site and/or in the Platform and in connection with the use of the Site and/or the Platform.

### **CLAUSE 1**

#### **SAAS SERVICES AND SUPPORT**

1.1 Subject to these Terms and Conditions, Renova will use commercially reasonable efforts to (i) allow the Customer manage the origination and administrative processes of various types of insurance policies through the software identified as "Renova" ("Software"), the Site and/or the Platform, and (ii) develop and maintain the Renova software and/or cloud-based applications, as well as provide automatic updates and maintenance thereof (the "Services"); in exchange for payment of a consideration by the Client, as indicated below ("Subscription").

1.2 As part of the registration process, Customer will identify or be provided with an administrative user name and password to use in the Site and/or Platform. Renova reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.3 Subject to the terms hereof, Renova will provide Customer with reasonable technical support services in accordance with the technology industry market practice and Renova's standard practice.

### **CLAUSE 2**



## **RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services, the Site and/or the Platform; modify, translate, or create derivative works based on the Services, the Site and/or the Platform or any Software (except to the extent expressly permitted by Renova or authorized within the Services); use the Platform and/or Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by these Terms and Conditions and will be prohibited except to the extent expressly permitted by these Terms and Conditions.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Renova's standard published policies then in effect (the "Acceptable Use Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Renova against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Renova has no obligation to monitor Customer's use of the Services, Renova may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

## **CLAUSE 3**

### **CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Renova includes non-public information regarding features, functionality and performance of the Service, the Platform and/or the Site. Proprietary Information of Customer includes non-public data provided by Customer to Renova to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.



3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Renova shall own and retain all right, title and interest in and to (a) the Services, the Software, the Platform and the Site, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Renova shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Renova will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services, the Platform and/or the Site and for other development, diagnostic and corrective purposes in connection with the Services, the Platform and/or the Site and other Renova offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### **CLAUSE 4**

##### **PAYMENT OF FEES**

4.1 Customer will pay Renova via bank transfer every month, quarter, semester or year the then applicable fees described for the Services provided in the confirmation email in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the confirmation email or otherwise requires the payment of additional fees, Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided therein. Renova reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Renova has billed Customer incorrectly, Customer must contact Renova no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Renova's customer support department.

4.2 If you register for a free trial for any of the Services, we will make such Services available to you on a trial basis free of charge for a limited amount of Users until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by you for such Service(s); or (c) termination of the trial by us in our sole discretion. This offer is for new Renova customers only and cannot be combined with other offers. One offer per Renova customer. Trial terms and conditions may appear on the confirmation email sent by our Customer Experience agents. Any such additional terms and conditions are incorporated into these Terms and Conditions by reference and are legally binding. Please review the applicable documentation during the trial period so that you become familiar with the features and functions of the Services under applicable Service Plans before you make your purchase. ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD. Your trial starts immediately after you receive the confirmation email from our Customer Experience agents. At the end of your trial, your subscription begins, and Renova will automatically charge your payment method at the rate stated at the time of trial confirmation, including any applicable taxes, on a recurring basis in accordance with the terms prescribed in your confirmation email. Your eligibility to use a Renova trial offer and the term of the trial is determined solely by Renova. Your access to any trial offer is provided at Renova's sole discretion. Your subscription will automatically renew on your quarterly renewal date until you cancel. We will automatically invoice you the current rate for your subscription, plus applicable tax (such as VAT or GST if the rate doesn't include it), every quarter of your annual contract until you cancel.



4.3 If you are placing your order on behalf of your organization, you represent and warrant that (i) you agree to these terms on behalf of your employer or another entity; (ii) you have full legal authority to bind your employer or such entity to these terms; and (iii) you are responsible for all use of the licenses purchased in this order or future orders.

If you exceed the number of Users allotted to your subscription, then we may charge for any additional users at the then-current rate for such licenses (which may be higher than the rate in your subscription).

4.4 Renova may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Renova ten (10) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. If you fail to provide payment, we may suspend your subscription. If you cancel during your trial period, you will not be charged. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

## **CLAUSE 5**

### **TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, these Terms and Conditions is for the Initial Service Term as specified in the confirmation email, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

1.4 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of these Terms and Conditions which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **CLAUSE 6**

### **WARRANTY AND DISCLAIMER**

Renova shall use reasonable efforts consistent with prevailing industry standards to maintain the Services, the Software, the Platform and/or the Site in a manner which minimizes errors and interruptions in the Services and shall perform the Maintenance Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Renova or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, RENOVA DOES NOT WARRANT THAT THE SERVICES, THE SOFTWARE, THE PLATFORM AND/OR THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, THE SOFTWARE, THE PLATFORM AND/OR THE SITE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, THE SOFTWARE, THE PLATFORM AND/OR THE SITE ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **CLAUSE 7**

### **INDEMNITY**

Renova shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Renova is



promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Renova will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service, the Software, the Platform and/or the Site (i) not supplied by Renova, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Renova, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service, the Software, the Platform and/or the Site is not strictly in accordance with these Terms and Conditions. If, due to a claim of infringement, the Services, the Software, the Platform and/or the Site are held by a court of competent jurisdiction to be or are believed by Renova to be infringing, Renova may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, the Software, the Platform and/or the Site or (c) if neither of the foregoing is commercially practicable, terminate these Terms and Conditions and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

Notwithstanding anything else in these Terms and Conditions to the contrary, Renova shall indemnify, defend, and hold Customer harmless from and against any claims, actions, or demands alleging that the Service, the Software, the Platform and/or the Site infringes any patent, copyright, or other intellectual property right of a third party.

#### **CLAUSE 8**

##### **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, RENOVA AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THESE TERMS AND CONDITIONS IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **CLAUSE 9**

##### **MISCELLANEOUS**

If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable. These Terms and Conditions are not assignable, transferable or sublicensable by Customer except with Renova's prior written consent. Renova may transfer and assign any of its rights and obligations under these Terms and Conditions without consent. These Terms and Conditions are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms and Conditions, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of these Terms and Conditions and Customer does not have any authority of any kind to bind Renova in any respect



whatsoever. In any action or proceeding to enforce rights under these Terms and Conditions, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. These Terms and Conditions shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle through negotiations between senior executives of the parties, who have authority to settle the same. We may update these Terms and Conditions from time to time. The date provided at the beginning of these Terms and Conditions is the latest revision date. Your continued use of the Website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions. To request a prior version of these Terms and Conditions, please contact us.