End-User License Agreement for " Abhath Health App " Software

IMPORTANT: read the following terms carefully before installing, using and copying the Software Product. By installing, using and copying the Software Product you agree to accept all of the following terms. If you do not agree with the terms of this EULA, you must not use the Software Product. The parties agree as follows:

1. SCOPE

In accordance with the terms herein, "**Abhath Health App"** grants to you, and you accept from Abhath Company, a non-exclusive, non-transferable and non-assignable, limited license to use the current version of "**Abhath Health App"** Software Product. The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Product is licensed, not sold. All rights not expressly granted are reserved by Abhath Company.

2. DEFINITIONS

Software Product means **Abhath Health App** software accompanying this by Libyan Law, which includes executable modules and electronic documentation and may include associated media, printed materials, and information available at the product web site protected by copyright laws. The Software Product also includes any updates and supplements to the original Software Product provided by Abhath Company. Any software provided along with the Software Product that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement.

3. GRANT OF LICENSE

Abhath Co. grants you a limited, non-exclusive, non-transferable, non-renewable license to install, use, access, display, run, or otherwise interact with ("Install") the Software Product. The Software Product is provided to you for your own personal use only. You don't have the rights to publish any copy of software without Abhath Company's permeation, you may copy and distribute copies of the Software Product for private use provided that you keep this copyright notice and disclaimer of warranty intact. You must not charge money or fees for the Software Product to anyone.

4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- 4.1. You may not resell, or otherwise transfer for value, the Software Product under any circumstances. You may not charge any fees for the copy or use of the Software Product itself. You must not represent in any way that you are selling the Software Product itself. Your distribution of the Software Product will not entitle you to any compensation from Abhath Co.
- 4.2. You may not make modifications to the Software Product, or decompile, disassemble, reverse engineer or modify the Software Product or any portion of it. You may not combine other commercial applications with, or otherwise prepare derivative works of the Software.
- 4.3. The Software Product is licensed as a single product. Its component parts may not be separated not within the Software Product.
- 4.4. These rights does not grant you any rights in connection with any trademarks or service marks of Abhath Co.
- 4.5. You may not rent, lease, or lend the Software Product to other users.
- 4.6. You may not make any transfers of this Rights and Software Product to a third party.
- 5. COPYRIGHT

The title and all copyrights in and to the Software Product (including but not limited to any data ,images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), and all copies of the Software Product are owned at all the time by Abhath Co. All title and intellectual property rights in and to the content which may be accessed through use of the Software Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

6. LIMITED WARRANTY

Abhath Co. makes no warranty that the Software Product will meet your requirements or operate under your specific conditions of use. Abhath Co. makes no warranty that operation of the Software Product will be secure, error free, or free from interruption.

YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. Abhath Co WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE, OR THE DAMAGE OF ANY EQUIPMENT DUE TO USE OF THE SOFTWARE PRODUCT. ALSO NOT RESPONSIBLE FOR ANY LOSS OF DATA IN YOUR DEVICE OR SMART PHONE.

7. DISCLAIMER OF DAMAGES

Under no circumstances shall abhath co, its directors, officers, employees or agents be liable to you or any other party for indirect, consequential, special, incidental, punitive, or exemplary damages of any kind (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) resulting from this rights, or from the furnishing, performance, installation, use, or inability to use the Software Product, whether due to a breach of contract, breach

of warranty, or the negligence of MatterHackers or any other party, even if MatterHackers is advised beforehand of the possibility of such damages. To the extent that the applicable jurisdiction limits MatterHackers' ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

8. DATA COLLECTION

- 8.1. **Abhath Health App** Software collects your medical data including your laboratory tests , blood types, medical or laboratory data. THIS NOT INCLUDING ANY PASSOWRDS , PHONE NUMBERS OR PERSONAL DATA .
- 8.2 data collected saved in Abhath Co Online servers , Abhath have the full rights of using these data " not including passwords or personal data " to improve the software user experinces or for research or scintific research or dealing with them with another company including sale of medical data for health improvement systemes.
- 8.3. USERS HAVE NO ACCESS TO BACKUP DATA OR RECOVER IT FROM ANY OF ABHATH SERVERS INCLUDING ANY TYPE OF SAVED DATA.

9. TERM AND TERMINATION

- 9.1. These rights comes into effect when you install the Software Product on your computer, and is effective for the entire period of use of the Software Product.
- 9.2 Any use in violation of this EULA shall constitute not only breach of this EULA, but a violation of national and international copyright laws. Any use of the Software Product that infringes upon **Abhath Health App** intellectual property rights or that is for commercial purposes will be investigated and **Abhath Health App** shall have the right to take appropriate civil and criminal legal action
- 9.3. Without prejudice to any other rights, **Abhath Health App** may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software Product and all of its component parts.