

1. INTRODUCTION

1. By downloading, installing, or using BPro's App, you agree to be bound by the terms of this EUA. If you do not agree to this EUA, do not use the BPro's App and delete it. You agree that installation or use of BPro's App signifies that you have read, understood, and agree to be bound by this EUA.
 2. For the avoidance of doubt, any Service, subscription plan and/or package accessed through BPro's App, or otherwise, is also subject to the User Terms. Further, BPro may add additional terms that may apply to specific features, Service, subscription plan and/or package. Further, BPro's App is provided to you under this EUA solely for your private, non-commercial use. Use of BPro's App or any Service, subscription plan and/or package within an organization requires a commercial agreement for the applicable Service, subscription plan and/or package.
 3. The User Terms shall constitute the entire agreement between you and BPro concerning use of BPro APP, the Account, the Services, the Content and any subscription plan and/or package you have thereon, as may be modified from time to time. If any provision of this EUA is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this EUA, which shall remain in full force and effect. By using BPro's App, the Content, the Services and/or any subscription plan and/or package made available on BPro's App, you are acknowledging that you are 18 years or have reached the age of majority in the jurisdiction in which you reside.
2. You acknowledge and agree that the availability of BPro's application ("BPro's App") is independent upon the third-party app store from which you download the said App, whether for Android, iOS or other mobile BPro's App ("App Store"). Accordingly, you acknowledge that the User Terms are between you and BPro, and not with the relevant App Store. Each App Store may have its own terms and conditions to which you must agree before downloading BPro's App from it, and the limited rights that BPro grants you to use BPro's App are conditioned upon your compliance with all terms and conditions of such App Store.
 3. This End User Agreement ("EUA"), together with the Terms of Use ("Terms") and Privacy Policy (collectively "User Terms") set forth the terms and conditions applicable governing your access to and use of the BPro's App, all features, functionalities, Content and/or our Services made available to you through such

BPro's App by BPro, is a binding legal agreement between you, as an individual or entity, and BPro. Therefore, please read these terms carefully.

4. DEFINITIONS AND INTERPRETATION

1. Unless otherwise defined herein, all capitalized terms shall have the same meaning given to it under the Terms.
2. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in the Terms, the terms and conditions set forth in the Terms shall prevail to the extent that such conflict or inconsistency is cleared.

5. ACCESS TO BPro's App

1. The BPro's App, the Services and Content are intended for use by adults who are: (i) 18 years of age or have reached the age of majority in the jurisdiction in which you reside; and (ii) permitted to use the BPro's App, the Service and Content under any applicable law. If you are below 18 years of age, you shall not register as a User of the BPro's App and shall not transact on or use the BPro's App, the Services or the Content, unless, you use the same strictly under the supervision of a parent or legal guardian who agrees to be bound by this EUA and you are responsible for ensuring such use to be permitted under the UAE applicable law and any other applicable law.
2. By using or attempting to use the BPro's App, you are representing to BPro that you meet the eligibility requirements under Clause 3.1 and you have the legal capacity to enter into and be bound by this EUA. You are solely responsible for any changes incurred in obtaining access to the BPro's App, including without limitation, charges from your internet service provider and/or wireless carrier. While you may be able to purchase any of the Services through the BPro's App, which is currently provided for free by BPro, the latter reserves the right to change for accessing the BPro's App itself at any time, without prior notice or liability to you.

6. AVAILABILITY

1. BPro has no obligation to maintain the BPro's App, in whole or in part, nor does it have any obligation to provide you with any related maintenance or support services. BPro reserves the right to render the BPro's App, in

whole or in part, temporarily or permanently unavailable or to otherwise terminate, suspend access to, replace, or modify the BPro's App or any portion thereof, at any time and for any or no reason, without prior notice or liability to you. Any Content or other information made available on or through the BPro's App is also subject to change at any time and without prior notice or liability to you.

7. YOUR ACCOUNT

1. Subject to Clause 3 of the Terms, to utilize any of the Services available on the BPro's App, you are required to register yourself on the BPro's App by creating your personal account secured by a strong password ("Account"). Once you register your Account, you consent to providing us with your Personal Data.

8. USING THE BPRO'S APP

1. Subject to your compliance with the User Terms, BPro gives you the limited, non-exclusive, non-refundable, and revocable license to access and use the BPro's App solely for your personal and non-commercial use. Your rights under the User Terms automatically terminate without notice and without refund of any fees if you fail to comply with the terms thereof. We may restrict, suspend, or terminate your use of the BPro's App at our discretion without notice at any time, including if we determine that your use violates the User Terms, is improper, or otherwise involves fraud or misuse of the BPro's App or harms our interests or those of another User of the BPro's App. Our failure to maintain or enforce your strict compliance with the User Terms shall not constitute a waiver of any of our rights.

9. INTELLECTUAL PROPERTY

1. Subject to Clause 10 of the Terms, access to the BPro's App does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party's Intellectual Property Rights. Any use of the BPro's App or its contents, including copying or storing it or them in whole or in part, other than for identifying the Services as belonging to BPro or its service providers is prohibited without our express written permission.

10. RESTRICTIONS AND PROHIBITED CONDUCT

1. You understand and agree that you shall only use the BPro's App in a manner that complies with all applicable laws in the jurisdictions in which you use the BPro's App. Your use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights. For clarity, by using the BPro's App, you agree not to:
 1. harass, threaten or defraud any User;
 2. make unsolicited offers, advertisements, proposals to any User;
 3. impersonate another person or access another User's account fraudulently;
 4. create derivative works based on the BPro's App;
 5. use the BPro's for any purpose other than as described herein;
 6. sell, assign, license, disclose, distribute or otherwise transfer or make available the BPro's App or any copies of the BPro's App in any form to any third parties;
 7. alter, translate, decompile, reverse assemble or reverse engineer the BPro's App, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law; or
 8. remove or alter any proprietary notices or marks on the BPro's App.

1. SERVICES AND PACKAGES

1. Subscription Packages
 1. You are signing up for a subscription-based service that will automatically renew on a monthly basis until you cancel your subscription in accordance with the cancelation policy below.
 2. We may add, change or alter subscription packages from time to time and if you are impacted by any of these changes you will be notified at your registered email address.
 3. The initial payment will be collected on the day of your subscription and then will automatically renew in 30-day intervals thereafter on a recurring basis. By completing the initial payment, you are consenting and authorizing BPro to automatically collect this amount on a recurring monthly basis via their third-party payment gateway, and your credit/debit card details will be stored with them and you can review their privacy policy for more information.
1. Additional Terms
 1. You may only have one (1) active subscription per Account.
 2. Subscriptions cannot be shared, transferred or sold for cash for any reason.

3. BPro reserves the right to pause or cancel your subscription at any time for any reason it deems appropriate without prior notice to you.
4. There is strictly no refund allowed for subscription. However, should you opt to cancel your subscription then you can review our cancelation policy.
5. You can review your packages details and expiry date on iOS Apple Store at any time.
6. When subscribing in a package, you can select from three main packages which are (i) Free Package; (ii) Silver Package; and (iii) Gold Package. You can know further details of each of the foregoing packages on BPro's App.
7. You may have multiple flexible packages per Account.

1. PAYMENT & CANCELATION

1. You shall provide us with a current, valid, accepted method of payment.
2. BPro reserves the right to discontinue any of its payment methods at any time without prior notice to the Users.
3. We accept payments through the following methods: Online, MasterCard or Visa via your credit/debit card.
4. You shall retain a copy of the transaction you made for the record.
5. With respect to the delivery of the Service and/or the relevant package you subscribed to, once the payment is made, a confirmation notice will be sent to you at your registered email within 24 hours of receipt of the payment.
6. All Services and/or packages subscribed in on the BPro's App are non-transferable and limited to your use.
7. All sales and/or subscriptions are final, payments are non-refundable and there is no refund.
8. No Refund shall be given in respect of any unused or expired Service and/or package which shall also not be carried over.
9. Once you have selected the Service and/or the package you opt to subscribe to, the total price will include VAT, where applicable. By placing an order, you authorize us or our third-party payment processor to process your credit/debit card details for the total price as amounted in AED.
10. You can cancel your subscription to any paid package on the expiration day of your subscription, and BPro may send you notice of cancelation of your subscription at your registered email on BPro's App.

2. LIABILITY

1. To the extent permitted by applicable law, We, including BPro Partners, shall not be liable, and you agree not to hold us and/or BPro Partners liable for any damages or losses resulting directly or indirectly from:
 1. providing the Services late, whether wholly or partially, if such delay is caused by you not giving us the information we need within a reasonable time of us asking for it or making the relevant payment as required;
 2. reliance by you on the Content or other information provided on the BPro's App with respect to the Service in which you subscribe.
 3. your use of or your inability to use the Services or the Content;
 4. delays or disruptions to our BPro's App or the Services;
 5. viruses or other malicious software obtained from the use of the BPro's App;
 6. damage to your hardware device from the use of the BPro's App, the Service or the Content; or
 7. your loss of or inability to do business or similar as due to our inability to deliver the Services to you.
1. If the items listed under Clause 11.1 are held to be unenforceable or inapplicable for any reason, then the total liability, including legal fees, applicable to us and BPro Partners, to you, whether based on an action or claim in contract, negligence or breach of statutory duty or otherwise, arising out of our in relation to this EUA shall be limited to the price of the package to which you subscribed.

1. DISCLAIMER AND LIMITATIONS

1. BPRO IS NOT A HEALTH CARE, MEDICAL, NUTRITION, OR LEGAL PROVIDER. THE BPRO'S APP, THE CONTENT AND/OR THE SERVICES MADE AVAILABLE THEREON, INCLUDING WITHOUT LIMITATION TO, ANY ADVICE, INFORMATION, WORKOUTS, EXERCISES, REGIMENS, NUTRITIONAL PLANS, RECIPES OR OTHER MATERIALS (COLLECTIVELY, THE "FITNESS FEATURES") ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE MEDICAL ADVICE. WITHOUT LIMITING ANYTHING HEREIN, BPRO HEREBY DISCLAIMS ALL WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, RELATED TO ANY OF THE FITNESS FEATURES OR OTHER SERVICES OFFERED VIA THE BPRO'S APP. FOR THE AVOIDANCE OF DOUBT, THE FITNESS FEATURES ARE NOT INTENDED TO BE RELIED UPON FOR DETERMINING THE STATE OF YOUR HEALTH OR IN THE DIAGNOSIS OF ANY MEDICAL CONDITIONS AND ARE NOT, AND SHALL NOT BE USED AS A SUBSTITUTE FOR A PROFESSIONAL

MEDICAL EVALUATION. YOU HEREBY AGREE THAT USING THE FITNESS FEATURES ON THE BPRO'S APP IS AT YOUR OWN RISK. WE ADVISE YOU TO SEE YOUR PHYSICIAN ON A REGULAR BASIS AND TO SEEK THEIR ADVICE PRIOR TO ENGAGING IN, USING THE FITNESS FEATURES AND/OR IF YOU HAVE AND QUESTIONS OR CONCERNS REGARDING YOUR HEALTH AND FITNESS REGIMEN OR FOR THE DIAGNOSIS OF SPECIFIC MEDICAL CONDITIONS.

2. BPRO IS NOT LIABLE OR RESPONSIBLE FOR ANY CONSEQUENCES OF YOU HAVING READ, USED OR RELIED UPON ANY FITNESS FEATURES. BY USING ANY FITNESS FEATURE, YOU ACKNOWLEDGE AND UNDERSTAND THAT IT MAY INVOLVE OR PROVIDE INFORMATION REGARDING STRENGTH, FLEXIBILITY, AEROBIC, CARDIO, MEDIATION, REGENERATION OR OTHER EXERCISES, ALL OF WHICH CAN BE POTENTIALLY HAZARDOUS ACTIVITIES. YOU SHOULD CONSULT WITH YOUR DOCTOR PRIOR TO USING ANY FITNESS FEATURE. IF YOU CHOOSE TO USE ANY FITNESS FEATURES, YOU SHALL BE IN GOOD HEALTH AND HAVE NO DISABILITY, IMPAIRMENT, INJURY, DISEASE OR AILMENT PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE WHICH COULD CAUSE INCREASED RISK OR INJURY OR ADVERSE HEALTH CONSEQUENCES AS A RESULT OF USING SUCH FITNESS FEATURES, AND YOU HEREBY ASSUME AND TAKE COMPLETE RESPONSIBILITY OF ALL SUCH ASSOCIATED RISKS.
3. IF YOU EXPERIENCE ANY PAIN, DIFFICULTY, DIZZINESS, ILLNESS, OR DISCOMFORT, WITH ANY FITNESS FEATURE, YOU SHALL STOP AND CONSULT YOUR PHYSICIAN OR SEEK EMERGENCY MEDICAL ATTENTION IMMEDIATELY.
4. WE SHALL NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.
5. TO THE EXTENT PERMITTED BY LAW, BPRO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FITNESS FEATURES AND SHALL NOT BE RESPONSIBLE FOR YOUR USE OF OR RELIANCE ON ANY SUCH FITNESS FEATURES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOUR DECISION TO RELY ON AND/OR USE ANY FITNESS FEATURE IS AT YOUR SOLE RISK, AND BPRO SHALL NOT BE LIABLE FOR ANY CLAIM, LOSS OR DAMAGE, INCLUDING,

PERSONAL INJURY AND DEATH, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR RELIANCE ON OR USE OF ANY FITNESS FEATURE AND/OR IN ANY WAY CONNECTED TO THE USAGE OF THE FITNESS FEATURES AVAILABLE TO YOU ON THE BPRO'S APP.

6. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE BPRO'S APP IS TO STOP USING AND, WHERE APPLICABLE, UNINSTALL THE SAME OR THE RELEVANT APPLICATION. EVERY EFFORT IS MADE TO ENSURE THAT THE BPRO'S APP IS ACCURATE AND COMPLETE. THE BPRO'S APP PROVIDED "AS IS" ONLY, WITHOUT WARRANTIES OF ANY KIND EITHER EXPLICIT OR IMPLIED.
7. BPRO SHALL IN NO WAY WARRANT THAT THE FUNCTIONS CONTAINED IN OR ACCESS TO THE BPRO'S APP WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OF THAT DEFECTS WILL BE CORRECTED OR THAT THE DOWNLOAD, INSTALLATION OR USE OF THE RELEVANT APPLICATION OR WEBSITE IS VIRUS FREE OR FREE OF OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR USING YOUR OWN VIRUS PROTECTION SOFTWARE. BPRO PARTIES (AS DEFINED IN CLAUSE 12.8) SHALL NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING THE USE OR THE RESULTS OF THE USE OF THE BPRO'S APP OR THE FITNESS FEATURES IN TERMS OF THEIR ACCURACY, RELIABILITY OR OTHERWISE.
8. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT BPRO, ITS PARENT COMPANIES, SUBSIDIARIES OR OTHER AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "BPRO PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION TO LOSS OF USE, LOST DATA, LIST BUSINESS OR LOSS OF PROFIT, ARISING OUT OF OR IN CONNECTION WITH THE FITNESS FEATURES AND/OR THIS EUA. IN THE EVENT THAT BPRO IS HELD LIABLE FOR DAMAGES, BY A COURT OF COMPETENT JURISDICTION, DESPITE THE FOREGOING PROVISION, YOU HEREBY AGREE THAT BPRO'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CASES OF ACTION IN RELATION TO ANY FITNESS FEATURE

PROVIDED BY BPRO UNDER THIS EUA SHALL NOT EXCEED THE PRICE OF THE SUBSCRIBED PLAN/PACKAGE GIVING RISE TO SUCH CLAIM.

9. IN NO EVENT BPRO SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES THAT RESULT FROM THE DIGITAL PROPERTIES OR YOUR USE OF OR INABILITY TO USE THE DIGITAL PROPERTIES OR ANY OTHER WEBSITE OR DEVICE, EVEN IF BPRO SHOULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES.

2. INDEMNIFICATION

1. You agree to defend, indemnify and hold BPro harmless from and against any claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorney's fees), arising out of or in connection with: (1) your failure to comply with this EUA or with any applicable law, rule or regulation; (2) your infringement, misappropriation or violation of the BPro's App, the Content, the Services or of any third party's intellectual property rights; or (3) any activity occurring by or through your account, whether takes by you or another person accessing or using your account, with or without authorization. BPro will use reasonable efforts to notify you of any claim, action or proceeding subject to the foregoing paragraph once it becomes aware of it, but any failure to provide you with notice shall not limit your indemnification obligations.

3. CONTACT US

1. The BPro's App is operated by BPro, if you have any concerns about your Personal Data on the BPro's App, opinions, comments, feedback, messages or contact relating to the BPro's App, please contact us at [insert] with a thorough description, and we will try to address/resolve it.

4. TERMINATION

1. Subject to Clauses 16 and 17 of the Terms, your account may be terminated by ceasing to access and use the BPro's App and, where applicable, uninstalling the application. Please understand, however, if you subsequently decide to resume accessing and using any o, you will again be bound by the then-current agreement.

1. GENERAL TERMS

1. Severability: If any provision of this EUA is found to be invalid, illegal or unenforceable at any point, the invalid, illegal or unenforceable provisions will be severed and the remaining provisions and obligations shall remain valid and enforceable.
2. No Waiver: Any failure by us to enforce and exercise any right, power or privilege under this EUA will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
3. Assignment and third-party rights: You may not assign or sub-contract any of your rights or obligations under this EUA to any third party unless we agree in writing. We may assign, transfer or sub-contract any of our rights or obligations under this EUA to any third party at our discretion.
4. Amendments: Any subsequent changes, additions or otherwise modifications of any provision of this EUA shall be made at any time without prior notice to you.
5. Relationship: None of the provisions in this EUA shall be construed to constitute any User to be the agent, partner, distributor, legal representative, or employee of BPro for any purpose whatsoever and vice versa. Neither User nor BPro shall have the power or authority to bind the other except as specifically set out in this EUA.

2. GOVERNING LAW AND DISPUTE RESOLUTION

1. This EUA shall be governed and construed in accordance with the Laws and Regulations of the United Arab Emirates.
2. If you have a dispute or concern with BPro, please contact us at contact@bpro.app. We shall endeavor to resolve all disputes or differences in relation to this EUA informally and amicably. Any dispute regarding this EUA which have not been resolved amicably shall be subject to the exclusive jurisdiction of the Dubai International Financial Center Small Claims Tribunal (“DIFC SCT”), and the DIFC Courts in case the claim exceeds the DIFC SCT’s maximum claim threshold.