

## TERMS OF SERVICE FOR TRUECARE2U

*last updated August 2020*

**DO NOT USE OUR SERVICES OR THE APPLICATION TO SEEK MEDICAL SERVICES FOR SOMEONE WHO IS UNCONSCIOUS, NOT BREATHING OR GASPING FOR AIR, EXPERIENCING AN ALLERGIC REACTION, HAVING CHEST PAIN, UNCONTROLLABLY BLEEDING, OR ANY OTHER SYMPTOMS THAT REQUIRE IMMEDIATE OR EMERGENT MEDICAL ATTENTION. CALL 999 OR GO TO THE NEAREST EMERGENCY ROOM (ER) IMMEDIATELY IF YOU HAVE AN EMERGENCY MEDICAL NEED.**

TrueCare2U Sdn. Bhd. (Registration No. 202001007919 (1364239-W)) and its predecessors, successors, assigns, licensors, beneficiaries and/or affiliates (collectively, “**TrueCare2U**”, “**we**”, “**us**” or “**our**”) operate the website located at <https://www.truecare2u.com.my> and other related websites and the TrueCare2U mobile application (the “**Application**”) (collectively, the “**Site**”) and we offer online healthcare related services provided by doctors, physiotherapists and nurses (collectively “**Healthcare Professionals**”) upon the terms and conditions as contained in these Terms of Service (“**Services**”). By downloading and using the Site, you agree to be bound by the Terms of Service set out herein. If you do not wish to be bound by any of the Terms of Service, you may not use the Site or the Services.

TrueCare2U may amend and update the Terms of Service from time to time. Amendments will be effective upon TrueCare2U’s posting of such updated terms at this location or in the amended policies (if any) or supplemental terms (if any) on the applicable Service(s). You are held responsible to visit the page <https://www.truecare2u.com.my/terms-of-service> periodically to review the most current Terms of Service. Your continued access or use of the Application or our Services after such posting constitutes your consent to be bound by the Terms of Service, as amended.

Words denoting one gender shall include the other gender. Words denoting a singular number shall include the plural and vice versa. The terms “you” shall refer to all individuals that access or utilise the Site.

### **1. Healthcare Related Services**

TrueCare2U provides the following Services through the Site:

- (a) Home Visits by the Healthcare Professionals;
- (b) Pharmacy Medication Delivery Services;
- (c) Telehealth Services;
- (d) Healthcare E-commerce; and
- (e) Ambulance Services.

### **2. Site Content**

None of the Site content (other than information you receive from Healthcare Professionals) should be considered medical advice or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for you.

### **3. Privacy**

TrueCare2U is required to comply with the relevant privacy and security laws currently enforced in law to safeguard and protect the security of your health information. Additionally, the information you provide to your Healthcare Professional during a medical consultation or

therapy session is legally confidential, except for certain legal exceptions as more fully described in our Privacy Policy as may be accessed at this link: <https://www.truecare2u.com.my/privacy/>. Our Privacy Policy is expressly incorporated into these Terms of Service by this reference. We devote considerable effort toward ensuring that your personal information is secure. Information regarding our use of health and other personal information is provided in our Privacy Policy. As part of providing you the Services, we may need to provide you with certain communications, such as appointment reminders, service announcements and administrative messages. These communications are considered part of the Services. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and TrueCare2U. TrueCare2U cannot ensure the security or confidentiality of messages sent by email. Information relating to your care, including clinical notes and medical records, are stored on secure encrypted servers maintained by TrueCare2U.

#### **4. User Accounts**

When you register on the Site, you are required to create an account (“**Account**”) by entering your name, email address, password and certain other information collected by TrueCare2U (collectively “**Account Information**”). In accordance with the provisions of the law governing these Terms of Service, access to the Site is limited to persons over 18 years of age. If you are not over 18 years of age, you may not register to use our Services. Therefore, when registering an Account, you expressly state and ensure that you fulfil this requirement and otherwise accept the consequences if they arise. You agree that the Account Information that you provide to us, including during registration and in any information you upload to the Site, will be true, accurate, current, and complete at all times. You may not transfer or share your Account password with anyone, or create more than one Account (with the exception of subaccounts established for children of whom you are the parent or legal guardian). You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. TrueCare2U reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and your Account Information. In no event and under no circumstances shall TrueCare2U be held liable to you for any liabilities or damages resulting from or arising out of your use of the Site, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else’s account at any time.

#### **5. Eligibility**

5.1 You must be an individual residing in Malaysia and be 18 years of age or older to use the Application and the Services provided through the Application.

5.2 If you are requesting paediatric or other Services for a minor, you must verify that you are the parent, guardian or other adult responsible for the minor. By using the Application and our Services you represent that you are at least 18 years of age or are the parent, guardian or other adult responsible for a minor.

5.3 You must notify us immediately of any change in your eligibility to use the Services including without limitation any changes to your medical condition or physical fitness.

#### **6. Our Services**

##### **6.1 Home Visit**

(a) Under the Home Visit feature, we provide you with a platform to connect with a medically certified and duly registered doctor (“**Doctor**”) and/or physiotherapist

("Physiotherapist") and/or nurse ("Nurse") who will provide home visit services at your door and on-demand in under an hour, be it at your home, office or hotel ("Home Visit"), subject to availability of the Healthcare Professionals in your area. You understand that there may be no Healthcare Professional in your area and we cannot guarantee that a Healthcare Professional will be available to provide Services in your area. In this Service, TrueCare2U is acting as merely intermediary. We perform thorough background checks on the Healthcare Professionals to ensure that they are medically certified and duly registered with the relevant authority governing their respective profession.

(b) You acknowledge that your reliance on any of the Healthcare Professionals available to provide the Services on our Application or information provided by such Healthcare Professionals to you is solely at your own risk and you assume full responsibility for all risk associated therewith, as allowable by the extent of the law.

(c) Consult with your regular licensed doctor as necessary and before seeking any new treatment or before you alter, suspend or initiate any change in your medical treatment, medication routine or healthcare related procedure or activity. Do not disregard medical advice issued to you by your regular licensed doctor or healthcare provider.

(d) The Healthcare Professionals listed on the Application are independent professionals, each solely responsible for the services he or she provides to you, and TrueCare2U is not responsible for any issues you may have with respect to the Healthcare Professionals' professionalism, timeliness, medical treatment, diagnosis or advice, information provided, or any other actions or omissions arising from, or incident to, any services provided by the Healthcare Professionals.

(e) Upon request for a Home Visit, the Application will automatically transmit your location which will be used to determine whether the Healthcare Professional provides services in your area. Upon providing certain relevant information to the Healthcare Professional through the Application, if a Healthcare Professional is available, he or she will be dispatched to your location.

(f) If you are using the Application for Services to a minor, you must be available during the Healthcare Professional's visit with the minor, you are responsible for payment for the Services provided to the minor, and are assuming the obligations of these Terms of Service as they relate to the minor.

(g) Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to these Terms of Service. You are responsible for all equipment and/ or devices necessary to access the Application.

(h) **Fees/Rates**

(i) TrueCare2U charges a fee for the Home Visit by charging the fees to your credit card. The fee to be charged is as indicated in the Application and such fees/rates are subject to change at the discretion of TrueCare2U at any time without prior notice.

(ii) Each request made by you on the Application is for one visit per person only.

(iii) The applicable rate for the Home Visit would depend on the time of the day at which the request is made.

(i) If you wish for the Healthcare Professional to attend to another person while the Healthcare Professional is on site attending to your request, you will need to submit a new request accordingly.

(j) Where Services are provided to you by a Doctor, the rates set out in the Application are inclusive of basic medications for symptomatic relieve for example fever, pain, cough, runny nose, headache, diarrhea, gastric pain and allergy for up to 3 days' supply only. Any other medications are not included and will be charged separately by the attending Doctor, if prescribed and given.

## 6.2 Pharmacy – Medication Delivery

(a) For the Medication Delivery services, we shall provide you with a platform to connect with Avisena Specialist Hospital (“**ASH**”), a private hospital operated by Avisena Holdings Sdn Bhd (Registration No. 199601005561 (377907-V)) (“**AHSB**”), whereby ASH will provide delivery of medication to your door, be it to your home, office or hotel. Any delivery of medication shall be subject to (i) TrueCare2U and ASH receiving legally valid prescription(s) signed in writing by the attending Doctor and (ii) the availability of medication at ASH. Prescriptions are issued entirely at the discretion of the prescriber. TrueCare2U and ASH reserve the absolute right to decline a prescription for any reason.

(b) For all Medication Delivery services, in the event that you are unable to collect your own medicine, please present a duly signed authorization letter for the person collecting on your behalf.

(c) Neither TrueCare2U, ASH nor AHSB is responsible for any failure to deliver medicines within a certain date or time if you have entered an invalid address. You or your authorized carer are responsible for signing medicine package upon delivery. Please present a valid ID for confirmation.

(d) Kindly present your original prescription to the delivery personnel.

(e) We only accept prescription medicine orders from customers who are at least 18 years old.

(f) This service is only available in West Malaysia.

(g) You are responsible for providing valid credit or debit card details which may be charged for payment. We reserve the right to not deliver medicines to you if your payment details have expired or are invalid in any way. In such cases we will attempt to contact you to enable you to provide updated information to allow us to dispense the medicines.

(h) You are responsible for informing TrueCare2U and ASH if you are taking any other medications, supplements, and traditional medicine.

(i) You are responsible for informing TrueCare2U and ASH of any allergies. TrueCare2U and ASH are not responsible for any allergic reactions resulting from allergies that were not clearly stated.

(j) **Warning – You must check all items dispensed to you and should not take any medication that appears to have been tampered with or which may have been dispensed in error. Failure to abide by this warning could seriously damage your health.** If your prescription medicines appear to be damaged (with evidence and photos taken) then please contact us immediately. We will make every effort to replace any damaged products.

(k) It is important that the information you provide is accurate and that you disclose all relevant facts as this could affect the advice you are given. If you are providing information

about a person other than yourself, you must ensure that they understand how their information will be used and that you have their authority to provide it to us and to give the relevant consents on their behalf. By providing their information to us you are confirming this to be the case. **Warning: You must check any advice given by our pharmacists with your own Doctor before taking or refraining from any course of action or treatment. Failure to do so could seriously damage your health.**

(l) Cancellation/Confirmation of Orders – We will send an electronic acknowledgement to you upon successful payment of the electronic order. We will not entertain any cancellations once payment is confirmed and submitted by you. If items ordered are unavailable, a message will be sent to you for further action.

(m) Exchange & Refunds – All of our goods sold are non-exchangeable and non-refundable.

(n) You use this service entirely at your own risk and acknowledge that TrueCare2U, ASH and AHSB are not responsible for all damage, losses, costs or expenses which you may suffer because the service is unavailable or does not operate as expected or causes loss or damage to any data.

(o) TrueCare2U, ASH and AHSB reserve the absolute right to vary these terms and conditions at any time at their discretion. Any amendments or variations to these terms and conditions will be posted on this site. You are responsible for checking this page for changes and updates to the Terms of Service. Your use of TrueCare2U app following any posted change(s) to the Terms of Service will be deemed an acceptance of such change(s).

### 6.3 Telehealth Services

(a) Telehealth is the delivery of health care services using interactive audio and video technology, where the patient and healthcare providers consisting of (including but not limited to) doctors, psychologists and dietitians (“**Telehealthcare Provider**”) are not in the same physical location. At TrueCare2U, we offer such online telemedicine services (“**Telehealth Services**”) enabling users to report their health history and engage Telehealthcare Providers to obtain medical and healthcare services. All of the Telehealthcare Providers who deliver Telehealth Services through TrueCare2U are independent professionals solely responsible for the Services each provides to you. TrueCare2U does not interfere with the practice of medicine or any other licensed profession by the Telehealthcare Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither TrueCare2U nor any third parties who promote the Telehealth Services shall be liable for any professional advice you obtain from a Telehealthcare Provider via the Telehealth Services and TrueCare2U is not responsible for any issues you may have with respect to the Telehealthcare Provider’s professionalism, timeliness, diagnosis or advice, information provided, or any other actions or omissions arising from, or incident to, any services provided by the Telehealthcare Provider. WHILE WE HAVE MADE A CONCERTED EFFORT TO PROVIDE YOU WITH THE BEST POSSIBLE INFORMATION, THE TELEHEALTH SERVICES IS NOT A SUBSTITUTE FOR A VISIT WITH YOUR HEALTHCARE PROFESSIONAL, AND ANY RELIANCE UPON OR USE OF THIS INFORMATION BY YOU IS AT YOUR OWN INDEPENDENT DISCRETION AND RISK.

(b) During your telehealth consultation with a Telehealthcare Provider, details of your health history and personal health information may be discussed with you through the use of interactive video, audio and other telecommunications technology, and your Telehealthcare Provider may perform a physical examination through these technologies.

(c) The Telehealth Services you receive from Telehealthcare Providers are not intended to replace a primary care physician relationship or be your permanent medical home. You may form an ongoing treatment relationship with some Telehealthcare Providers. However, your initial visit with a Telehealthcare Provider will begin as a consultation (e.g. to determine the most appropriate treatment setting for you to receive care) and will not necessarily give rise to an ongoing treatment relationship. You should seek emergency help or follow-up care when recommended by a Telehealthcare Provider or when otherwise needed, and continue to consult with your primary care physician and other healthcare professionals as recommended. Among the benefits of our Telehealth Services are improved access to healthcare professionals and convenience. However, as with any health service, there are potential risks associated with the use of telehealth. These risks include, but may not be limited to:

(i) In rare cases, information transmitted may not be sufficient (e.g. poor connection to the internet causing poor resolution of images) to allow for appropriate healthcare decision making by the Telehealthcare Provider.

(ii) Delays in evaluation or treatment could occur due to failures of the electronic equipment. If this happens, you may be contacted by phone or other means of communication.

(iii) In rare cases, a lack of access to all of your health records may result in adverse drug interactions or allergic reactions or other judgment errors.

(iv) Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, in rare instances, security protocols could fail beyond our control, causing a breach of privacy of personal health information.

(v) In very remote cases, there may be unauthorised leakage of footages of the telehealth consultation by a third party who may be in the same room as and when the Telehealth Services was taking place.

(d) By accepting these Terms of Service, you acknowledge that you understand and agree with the following:

(i) You understand that you may expect the anticipated benefits from the use of telehealth in your care, but that no results can be guaranteed or assured.

(ii) You understand and have read TrueCare2U's Privacy Policy, which can be found here <https://www.truecare2u.com.my/privacy/>.

(iii) Your Telehealthcare Provider may determine that the Telehealth Services are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide telehealth services to you through the Site.

(e) You can send messages to your Telehealthcare Provider by contacting TrueCare2U Customer Support at the contact details provided on the Application or Site. Emails or electronic messages to Customer Support or your Telehealthcare Provider may not be returned immediately. If you are experiencing a medical emergency, you should call 999 or go to the nearest emergency room.

(f) You are strictly prohibited from recording the live telehealth consultation session unless express consent in writing has been obtained by both you and the Telehealthcare Provider.

(g) You are responsible for all of your own electronic equipment, devices and/or internet connections necessary to access the Telehealth Service and TrueCare2U shall not be responsible for any failure to access the Telehealth Service due to the same.

#### 6.4 Ambulance Services

(a) TrueCare2U offers an ambulance feature (“**Ambulance Feature**”) that connects users to ambulance services (“**Ambulance Services**”) provided by AHSB (“**Ambulance Service Provider**”). Ambulance Services include but are not limited to healthcare transportation services, basic life services and advanced life services. The users of the Application acknowledge that the Ambulance Feature by TrueCare2U is a **TECHNOLOGY PLATFORM** that aims to connect users to the Ambulance Services and as such TrueCare2U does not employ any trained medical personnel nor does it interfere with the practice of medicine.

(b) TrueCare2U shall in no event be held responsible for the unavailability of the Application which may be due to any reason, including but not limited to the failure of the user’s mobile network signal, any lack of battery required to sufficiently power the user’s mobile device, and any improper functioning of the Global Positioning System (GPS) functionality.

(c) Given the position and technological nature of the Ambulance Feature, the users of the Application acknowledge that certain factors and circumstances may be beyond TrueCare2U’s control and agree that TrueCare2U shall not be held liable nor responsible for the same. Such factors and circumstances that are beyond the control of TrueCare2U include (but are not limited to) the following:

- The Ambulance Service Provider’s systems being down
- Server Hosting provider being down
- Malfunctioning of systems
- The Ambulance Service Provider being at full capacity and hence unable to perform Ambulance Services
- The user not being located within our designated service areas
- Delay on the arrival of the ambulances due to traffic and weather conditions, vehicle breakdowns, or any other reason
- The lack of the necessary expertise by the hospitals to deal with your medical issue/emergency
- The inefficiency and incompetency of the hospitals, doctors, support staffs or the administrative staffs of the hospital etc.

#### 6.5 Healthcare E-Commerce

6.5.1 TrueCare2U’s Healthcare E-Commerce feature (“**TrueCare2U Pharma Retail**”) is an e-commerce platform that brings you a one-stop shop for searching and purchasing a wide range of healthcare products or services.

6.5.2 For purposes of this Section, the following words and expressions shall have the following meanings:

“**Customer Account**” means the Customer Account for the Service maintained by TrueCare2U on behalf of the Customer in which the personal details of the Customer and the Service will be recorded and made available therein;

“**Partner**” means the provider or supplier of the goods and/or services for sale or offer for sale on the Site.

“**Product**” means any good or service for sale or offered for sale on the Site;

“**Service**” means facilitating the transaction(s) between the customer and the Partner including without limitation the ordering and purchasing of goods and/or services for sale or offered for sale on the Site;

“**Site**” means the <https://www.truecare2u.com.my> website, which includes mobile applications, internet service and/or software under control or ownership of TrueCare2U and all of its divisions, subsidiaries, affiliate, and/or any other entities in AHSB.

### 6.5.3 **Orders and Payment**

(a) Customers shall be entitled to make payment for the goods and services pursuant to the various payment methods set out on the Site.

(b) TrueCare2U will only assist you to order the relevant goods or services you may require from the selected partners. When you make an order through Site:

(i) You authorise us to act as your representative to engage the Partner, including making payment thereto in your name and on your behalf, as required;

(ii) After you confirm your order, you shall receive a receipt with an order code at which point a legally binding contract in relation to the Product(s) that you have ordered shall come into existence between you and the selected Partner, as the case may be. TrueCare2U is not a party to that contract, unless explicitly provided otherwise herein, and TrueCare2U also in no way influences the conclusion or the content of the contract; and

(iii) You acknowledge that the delivery of any Product pursuant to your order shall be subject to your payment having been received in cleared funds.

(c) TrueCare2U shall not be responsible for any fee incurred due to your use of credit card in connection with any payments here under and taxes, including withholding tax, sales tax, services tax, value-added tax (VAT) or goods and services tax (GST) imposed by any government entity in respect of the Services.

(d) Additional charges may be incurred if non-Malaysian issued card is used due to Foreign Exchange.

(e) By making payment via online banking, the customer shall transfer the payment for the purchase(s) to an account nominated by TrueCare2U for the total amount of the purchase(s) (including any applicable taxes). The transaction must be payable in Ringgit Malaysia. TrueCare2U shall not be responsible for any fee incurred due to your use of credit card in connection with any payments here under and taxes, including withholding tax, sales tax, services tax, value-added tax (VAT) or goods and services tax (GST) imposed by any government entity in respect of the Services.

### 6.5.4 **Risk and Property**

(a) TrueCare2U shall not hold risk and/or property in the Products at any time. TrueCare2U shall not be liable for any costs incurred or suffered due to loss or destruction of, or damage to, the Products delivered to you.

(b) Risk of damage to or loss of the Product(s) purchased shall pass to the customer at the time of delivery, or if the customer wrongfully fails to take delivery of the Product(s) purchased, the time when delivery of the Product(s) is tendered by the Partner.

(c) Notwithstanding delivery and the passing of risk in the goods purchased or any other provision of these Terms and Conditions the property in the goods purchased shall not pass to the customer until and unless the Company has received in cleared funds payment in full of the price of the goods purchased and all other goods agreed to be sold by TrueCare2U to the customer for which payment is then due.

#### 6.5.5 Feedback

(a) You hereby grant TrueCare2U an exclusive, royalty-free, perpetual, transferable and irrevocable licence to:

(i) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display any comments, bug reports, or feedback provided by you to the Site (collectively, "**Customer Feedback**") throughout the world in any media for any purpose, now known or hereafter devised; and

(ii) use the name that you submit in connection with your Customer Feedback. You represent that your Customer Feedback are non-confidential, non-proprietary, and do not breach any third party's rights.

(b) You further agree that Customer Feedback of the other customers and Site users are not monitored for accuracy, completeness, thoroughness or timeliness, and do not constitute medical or healthcare advice or recommendation of any kind.

(c) TrueCare2U reserves the right for any reason in its sole discretion to remove without notice any Customer Feedback from the Site.

#### 6.5.6 Cancellations, Exchanges and Refunds

(a) TrueCare2U may, at its sole and absolute discretion, allow cancellations, exchanges or refunds on Product(s) purchased which are goods, on a case-by-case basis, on the following conditions:

(i) The request for cancellation is made to TrueCare2U within twenty-four (24) hours from the time of order of the Product(s); or

(ii) the request for exchange or refund is made to TrueCare2U within seven (7) days from the date of delivery of the Product(s); and

(iii) The Product(s) in question is of unsatisfactory quality, defective, unfit for their intended purposes, or do not match their description on the Site.

(b) Cancellations, exchanges, or refunds on Product(s) which are goods may be subject to a processing fee as shall be determined by TrueCare2U in its sole and absolute discretion, on a case-by-case basis.

#### 6.5.7 Modification to the Services / Suspension or Termination of Customer Account

(a) TrueCare2U reserves the sole and absolute right to:

- (i) add, amend and/or vary the Services without assigning any reasons whatsoever and without any prior notice; and/or
- (ii) suspend the operation of the Customer Account and/or terminate the Customer Account without assigning any reasons whatsoever and without any prior notice.

#### 6.5.8 Disclaimers of Warranties

(a) You irrevocably and unconditionally agree to use the Site and the Services at your own risk. TrueCare2U expressly disclaims all representations and warranties about the accuracy, completeness, timeliness or efficacy of the content of the Site and the Service, and assumes no liability or responsibility to you.

(b) You further irrevocably and unconditionally agree that your access to, and use of the Site and the Services are on an “as-is”, “as available” basis and TrueCare2U specifically disclaims any representations or warranties, express or implied, including, without limitation, any representations or warranties of merchantability, fitness for a particular purpose and non-infringement.

(c) The information provided on healthcare goods, services, and packages on the Site is solely for general information, and does not constitute medical or healthcare advice. The information does not have regard to any specific need of any person. If you are unsure whether the or which healthcare goods, services, or packages would be suitable to meet your needs, please seek advice first from your doctor or the relevant healthcare centre. Otherwise, you may end up signing up for packages which may not meet your expectations or needs. TrueCare2U is not liable to any person in respect of the information or its use, including any inaccuracy, misrepresentation, error or omission in, or any decision made in reliance on the information.

### 6.6 Online Result Viewing

6.6.1 You may also view your laboratory test results and radiology images (“**Medical Reports**”) on the Application and our website (“**Result Viewing Services**”).

6.6.2 By obtaining or accessing your Medical Reports via your account on the Application or our website, you hereby unconditionally agree to be fully bound by the Terms of Service stated herein. The information, content and services contained in your Account and the Site are subject to change at any time at the sole discretion of TrueCare2U and without any prior notice.

6.6.3 You agree that TrueCare2U is a TECHNOLOGY PLATFORM that connects users to independent third party providers in the TrueCare2U network, and as such TrueCare2U takes no part in the carrying on of the relevant laboratory and radiology tests or the production of the Medical Reports. TrueCare2U is merely providing a platform to you to view your Medical Reports through the Result Viewing Services. TrueCare2U expressly disclaims all warranties and responsibilities of any kind, whether express or implied, for the accuracy or reliability of the content of any information contained under the Result Viewing Services and shall NOT be liable for any inaccuracy or incorrectness of the Medical Reports displayed on its platform. WHILE WE HAVE MADE A CONCERTED EFFORT TO PROVIDE YOU WITH THE BEST POSSIBLE INFORMATION, THE RESULT VIEWING SERVICES IS NOT A SUBSTITUTE FOR A VISIT WITH YOUR HEALTHCARE PROFESSIONAL, AND ANY RELIANCE UPON OR USE OF THIS INFORMATION BY YOU IS AT YOUR OWN INDEPENDENT DISCRETION AND RISK.

6.6.4 You shall not abuse or misuse the Result Viewing Services, including but not limited to:

- (a) engage in any illegal or fraudulent activities;
- (b) supply or attempt to supply any false or misleading information, or make any misrepresentation to TrueCare2U or the Partners;
- (c) in any manner that may damage, disable, overburden, corrupt or impair your account, the Result Viewing, our website, the hardware or application and software system, security protocols, information or other operations or interfere with any party's use and enjoyment of his or her account, the Result Viewing Services and our website; and
- (d) attempt to gain or gain unauthorized access to any account(s) other than your own account through hacking, password mining or any other means.

6.6.5 You shall be responsible for regularly checking your account and keeping your personal details up to date. You shall notify us and/ or the Partners of any changes, omissions or incorrect details as soon as you become aware of any of them. TrueCare2U shall not be responsible for any failure by you to notify us and/ or the relevant Partners of any such changes, omissions or incorrect details or for any incorrect information notified to us and/ or the relevant Partners.

6.6.6 You agree that:

- (a) you are solely responsible for your computer, system or other device from which you access your account, our website and the Result Viewing Services, including but not limited to the maintenance, operation and permitted use of such computer, system or other device and that it is your obligation to comply with any criteria imposed by TrueCare2U from time to time in respect of your computer, system or other devices from which you access your account, our website and the Result Viewing Services (including any software used);
- (b) you shall not access your account, our website and the Result Viewing Services using any computer, system or other device which you do not own unless you have received the owner's permission;
- (c) you shall ensure that any computer, system or other device from which you access and use your account, our website and the Result Viewing Services shall be properly maintained and shall be free from any defects, viruses or errors;
- (d) you shall ensure that your PC or laptop is loaded with the latest anti-virus and anti-spyware software and that the software is at all times installed and updated with the latest pattern;
- (e) you shall ensure that you have downloaded the Application from trusted channels; and
- (f) any material downloaded or otherwise obtained through the use of your account, our website and the Result Viewing Services is done at your own risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

6.6.7 TrueCare2U reserves the sole and absolute right to:

- (a) add, amend and/ or vary our website and Services at any time without assigning any reasons whatever and without any prior notice; and/or

(b) suspend the operation of your account and/or terminate your account without assigning any reasons whatsoever and without any prior notice.

6.6.8 You hereby irrevocably and unconditionally agree to give consent to TrueCare2U:

(a) to collect, store, hold, transfer (within or outside Malaysia), administer and process your personal data including but not limited to your name, NRIC No./ Passport No., contact details, medical history, information and medical report(s) for our internal use and records;

(b) to disclose and release your personal data to the relevant government authorities and agencies, where it is required under the law which we may deem necessary; and

(c) to perform the Result Viewing Services.

## **7. Internet Delays**

You acknowledge that the Service and/or the Application may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications, including the device used by you or the Telehealthcare Providers being faulty, not connected, out of range, switched off or not functioning. Neither TrueCare2U nor AHSB is responsible for any delays, delivery failures, damages or losses resulting from such problems.

## **8. Important Health and Medical Notices and Disclaimers**

8.1 IF YOU CHOOSE TO BE CONNECTED WITH THE HEALTHCARE PROFESSIONAL, AN ELECTRONIC SERVICE REQUEST NOTIFICATION WILL BE SENT TO THE HEALTHCARE PROFESSIONAL. IF THE HEALTHCARE PROFESSIONAL IS AVAILABLE, THE HEALTHCARE PROFESSIONAL WILL MAKE A HOME VISIT TO YOU AT A LOCATION OF YOUR CHOICE AS INDICATED TO THE HEALTHCARE PROFESSIONAL.

8.2 WITH RESPECT TO THE PROVISION OF HOME VISITS, THE APPLICATION IS EXCLUSIVELY FOR ACCOUNT MANAGEMENT AND TO PROVIDE YOU WITH INFORMATION REGARDING A HEALTHCARE PROFESSIONAL THAT PROVIDES SERVICE IN YOUR AREA. NO MEDICAL CARE OR ADVICE SHALL BE PROVIDED DIRECTLY TO YOU FROM OUR APPLICATIONS. A REPORT OF YOUR SYMPTOMS WILL BE CONVEYED TO THE HEALTHCARE PROFESSIONAL.

8.3 BY USING THE APPLICATION OR OUR SERVICES YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT TRUECARE2U IS NOT A MEDICAL ORGANIZATION OR HOSPITAL.

8.4 PLEASE NOTE THAT TRUECARE2U EXPRESSLY DISCLAIMS ANY IMPLIED GUARANTEE OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELEVANCE OF ANY INFORMATION PROVIDED THROUGH THE APPLICATION.

## **9. Geo-Location Functionality**

The Services include and make use of certain functionality and services provided by third parties that allow TrueCare2U to include maps, geocoding, places and other content from Google, Inc. ("**Google**") as part of the Services (the "**Geo- Location Services**"). Your use of the Geo-Location Services is subject to Google's then current Terms of Use for Google Maps/Google Earth ([http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html)) and by using the Geo-Location Services, you are agreeing to be bound by Google's Terms of Use.

## **10. Credit Card Billing and Purchases**

TrueCare2U billing will be through one payment gateway, namely Razer Merchant Services Sdn Bhd.

## **11. Cancellation and Refund Policy**

11.1 Your request for the Services may be cancelled subject to a cancellation fee.

11.2 There shall be no refund once the Services have been rendered. A refund will be given where cancellation is made before a request has been accepted by the Healthcare Professionals or Telehealthcare Provider subject to a cancellation fee. After the Healthcare Professional or Telehealthcare Provider has accepted a request, you will be fully charged irrespective of whether you have cancelled the requested Service or not. You will be notified within 30 minutes after request has been made if it has been cancelled or not accepted by the Healthcare Professional or Telehealthcare Provider through the Application. You will not be charged and the Healthcare Professional or Telehealthcare Provider will not receive a payment for the cancelled Service. You will also be given the option to request for another Healthcare Professional or Telehealthcare Provider and the new transaction will be subject to the same cancellation and refund policy.

## **12. Account Security**

12.1 You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. You shall immediately notify us of any unauthorized use of your username or password or any other breach of security. TrueCare2U will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared device or using unencrypted email to discuss private matters with any Partner, so that others are not able to view, record or intercept your password or other personal information. You have been informed of the risks of transmitting your personal information by an unsecured means.

12.2 Once it is received, your personal information and that of any minor for whom you are responsible is kept secure by TrueCare2U and the Partners, in accordance with applicable law.

## **13. License and Limitations on Use**

13.1 TrueCare2U grants to you a limited, personal, non-exclusive and non-transferable right and license to use the Application and to access our Services using the Application. Unless otherwise specified in writing, the Application and Services are for your personal and non-commercial use. The Application, including, without limitation, the content, metadata, design, organization, compilation, look and feel, the fitness and nutrition plans, the source, object and HTML code and all other protectable intellectual property available through the Services and/or comprising the Application (the "**Proprietary Materials**") are the property of TrueCare2U or the property of our licensors and are protected by copyright and other intellectual property laws. All rights regarding the Proprietary Materials not expressly granted in these Terms of Service are reserved by TrueCare2U. Unless you have our written consent, you may not copy, reproduce, sell, publish, distribute, display, retransmit or otherwise provide access to the Proprietary Materials to anyone. You agree not to rearrange, modify, create derivative works using or reverse engineer the Proprietary Materials. You agree not to create, scrape or display our content for any purpose. You agree not to post any content from the

Application to weblogs, news groups, mail lists or electronic bulletin boards, without our written consent.

13.2 By using the Application or the Services, you agree that your use:

- (a) Will be for lawful purposes only and never for sending or storing unlawful material or use for fraudulent purposes;
- (b) Will not cause nuisance, annoyance, disruption, or inconvenience to the Telehealthcare Providers;
- (c) Will not impair the proper operation of the network;
- (d) Will only be through access points or wireless data account (AP) which you are authorized to use; and
- (e) May involve standard messaging charges by your wireless provider.

#### **14. Member's Conduct**

14.1 We reserve the right to terminate your Member status if you misuse the Application, our Services or our website, or if you violate these Terms of Service including, without limitation, the following rules of conduct:

14.2 You may not:

- (a) Upload, post, or transmit to the Partners by any means, or otherwise make available any content or materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) Impersonate any person or entity, including another Member, Partner, or an employee of TrueCare2U, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted;
- (d) Upload, post, email, or otherwise transmit through the Application by any means, content, materials, or comments that could be characterized as "medical advice;"
- (e) Attempt to interfere with or disrupt our servers or networks;
- (f) Deal directly with any of the Healthcare Professionals or Telehealthcare Providers through whatever means outside the TrueCare2U platform including without limitation SMS, *Whatsapp* texting, social media messaging and e-mail;
- (g) Stalk or otherwise harass another user or Member of our Services or any of our employees, or the independent Partners;
- (h) Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users, any minors, or Members, including user names or passwords; or access or attempt to access another user's account without his or her consent or, in the case of a minor, that of the minor's parent or guardian or other responsible adult.

(i) Intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of law.

## **15. Disclaimers of Warranties**

YOU USE THE APPLICATION, THE SERVICES, INCLUDING THE HEALTHCARE PROFESSIONALS' SERVICES, AND OUR WEBSITE AT YOUR OWN RISK. TRUECARE2U EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS OR EFFICACY OF THE CONTENT OF THE APPLICATION, AND ASSUMES NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY ERRORS, MISTAKES, OR INACCURACIES IN SUCH CONTENT OR IN THE SERVICES PROVIDED BY TRUECARE2U. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE APPLICATION SERVICES, OUR WEBSITE, THE HEALTHCARE PROFESSIONALS AND THE CONTENT AND SERVICES AVAILABLE THROUGH THE FOREGOING IS ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND TRUECARE2U SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TRUECARE2U DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT, AND MATERIALS AVAILABLE THROUGH THE APPLICATION OR OUR WEBSITE, INCLUDING WITHOUT LIMITATION THE AVAILABILITY, USE, OR RESULTS OF SERVICES PROVIDED BY THE HEALTHCARE PROFESSIONALS. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN TRUECARE2U'S LIABILITY AND RESPONSIBILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. You acknowledge and agree that the Healthcare Professional and Telehealthcare Providers using the Application are solely responsible for and will have complete authority, responsibility, supervision and control over the provision of all medical services, advice, instructions, treatment decisions and other professional health care services performed, and that all diagnoses, treatments, procedures and other professional health care services will be provided and performed exclusively by or under the supervision of the relevant Healthcare Professional or Telehealthcare Providers, as the case may be, in their sole discretion, as they deem appropriate.

## **16. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT TRUECARE2U AND AHSB SHALL NOT BE LIABLE TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TRUECARE2U HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE APPLICATION, SERVICES OR WEBSITE; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON OR THROUGH THE APPLICATION, SERVICES OR WEBSITE OR ANY WEBSITES LINKED TO THE APPLICATION OR WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SITE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE APPLICATION, SERVICES OR WEBSITE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS, SERVICES OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE APPLICATION, SERVICES OF THE WEBSITE OR ANY HEALTHCARE PROFESSIONAL; OR (F) ANY OTHER MATTER RELATING TO THE APPLICATION, SERVICES OR THE WEBSITE. IN

NO EVENT SHALL TRUECARE2U'S TOTAL LIABILITY TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT – INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE – OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO TRUECARE2U TO USE THE SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, TRUECARE2U'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

#### **17. Disclaimers Regarding Healthcare Professionals**

YOU ACKNOWLEDGE AND AGREE THAT RELIANCE ON ANY INFORMATION PROVIDED BY THE HEALTHCARE PROFESSIONAL ON OR THROUGH THE APPLICATION, SERVICES OR OUR WEBSITE IS SOLELY AT YOUR OWN RISK. TRUECARE2U MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, ABILITY OR THE EFFICACY, ACCURACY, COMPLETENESS, TIMELINESS OR RELEVANCE OF THE INFORMATION PROVIDED BY THE HEALTHCARE PROFESSIONAL AND/OR THE SERVICES PROVIDED BY SAID HEALTHCARE PROFESSIONALS OR BY THIRD PARTIES FEATURED ON OR THROUGH THE APPLICATION, SERVICES OR OUR WEBSITE. TRUECARE2U IS RESPONSIBLE FOR THE HEALTHCARE PROFESSIONALS' COMPLIANCE WITH REGULATORY AND LOCAL REQUIREMENTS FOR MALPRACTICE AND LIABILITY INSURANCE. IN NO EVENT SHALL TRUECARE2U BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE NEGLIGENCE CONDUCT OF YOU, ANY MINOR FOR WHOM YOU ARE RESPONSIBLE, OR ANYONE ELSE IN CONNECTION WITH YOUR USE OF THE APPLICATION, SERVICES OR OUR WEBSITE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH HEALTHCARE PROFESSIONALS PARTICULARLY IF YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE DECIDES TO MEET OFFLINE OR IN PERSON.

#### **18. Indemnification**

You agree to defend, indemnify, and to hold harmless TrueCare2U and AHSB, together with their respective affiliates, directors, officers, agents and employees, from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses and attorneys' fees on account thereof) arising, resulting from or relating to: (a) your use of the Application, Services or our website or your inability to use the Application, Services or our website; or (b) an allegation that you violated any representation, warranty, covenant or condition in these Terms of Service. Your agreement to defend, to indemnify, and to hold TrueCare2U (and its officers and directors) harmless applies whether a claim against TrueCare2U is based in contract or tort (including strict liability), and regardless of the form of action, including but not limited to your violation of any third party right, a claim that the Application, Services and/or our website caused damage to you or to any third party and/or your use and access to the Application, Services and/or our website. In addition, you agree to indemnify, defend and hold harmless your Healthcare Professionals and Telehealthcare Provider(s) from and against any third party claims resulting from your lack of adherence with the advice or recommendation(s) of such Healthcare Professionals or Telehealthcare Provider, as the case may be. This indemnification section shall survive your termination of or cessation of use of the Application, Services and our website.

#### **19. Business Uses of Our Services**

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify TrueCare2U and AHSB, together with their respective directors, officers, affiliates, agents and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and legal fees.

## **20. Governing Law**

These Terms of Service contains the final and entire agreement between us regarding your use of the Application Services and our website for yourself, a member of your household or for any minor for whom you are responsible, and supersedes all previous and contemporaneous oral or written agreements regarding your use of the foregoing. The provisions of these Terms of Service shall be severable, and if any provision of these Terms of Service is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation, which would render it valid and enforceable. No amendments, modifications or waivers to these Terms of Service shall be valid unless in writing and signed by all Parties. We may discontinue or change the Application, Services and/or our website, or its/their availability to you, at any time. These Terms of Service is personal to you, which means that you may not assign your rights or obligations under these Terms of Service to anyone. You agree that these Terms of Service, as well as any and all claims arising from these Terms of Service will be governed by and construed in accordance with the laws of the Malaysia applicable to contracts made entirely within Malaysia and wholly performed in Malaysia, without regard to any conflict or choice of law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of these Terms of Service or in any way related to the Application will be an appropriate court in Malaysia.

## **21. Assignments**

TrueCare2U may assign its rights and obligations under these Terms of Service. These Terms of Service will inure to the benefit of TrueCare2U's successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms of Service, or to exercise any right under these Terms of Service, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

## **22. Promotions and Offers**

We may, as part of our services to users, encourage you to participate and enjoy our promotions. The following terms and conditions apply to all offers and promotions, unless otherwise stated. By accepting any promotional offer, you agree to be bound by the following additional terms. The Application reserves the right to send particular promotions to particular Users. We may use any personal information you provide to us (including your email address), to provide you (by email or otherwise) with information regarding our contests and promotions, as further described in our Privacy Policy; provided, however, that we will not use your personal information for our promotions or for our marketing of products without your prior written consent. Notwithstanding the foregoing, you agree that TrueCare2U may communicate your personal information to the Doctor featured on the Application in connection with any healthcare services provided by the Doctor and Telehealthcare Providers.

TrueCare2U is not responsible for any unauthorized promotions and offers offered by third parties through the Application.

## **23. Force Majeure**

23.1 TrueCare2U shall not be liable to you as a result of any delay or failure to perform its obligations under these Terms of Service as a result of a Force Majeure Event (as defined below).

23.2 A Force Majeure Event shall mean:

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
- (b) ionising radiation or contamination by radioactivity from any nuclear waste, from combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear thereof;
- (c) pressure waves caused by aircraft or other aerial devices travelling, at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature, lightning and exceptionally inclement weather;
- (e) occurrence of an epidemic and/or pandemic as declared by the World Health Organisation or the Government of Malaysia and/or where the relevant authority(ies) in Malaysia has restricted or prohibited TrueCare2U from providing the Services; and/or
- (f) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of these Terms of Service) which are not the fault of the TrueCare2U or you, which causes, or can reasonably be expected to cause either party to fail to comply with its obligations.

## **24. Compliance With Applicable Anti-Corruption Laws**

24.1 You hereby acknowledge and agree that TrueCare2U has in place the Anti-Corruption Policy ("**Anti-Corruption Policy**") in respect of the contemplated by these Terms of Service, as required by and in accordance with the existing laws and regulations of Malaysia and a copy of the Anti-Corruption Policy can be found here: <https://truecare2u.com.my/anti-corruption-policy>. Our Anti-Corruption Policy is expressly incorporated into these Terms of Service by this reference. You shall agree to use your very best endeavours to ensure that the Anti-Corruption Policy is strictly adhered. TrueCare2U shall have the right to prevent you from using the Application, Services or our website or to take any other reasonable action if the non-adherence to the Anti-Corruption Policy has been committed.

24.2 You shall further observe and comply with the all applicable laws, the requirements, procedures and orders of any governmental authority including but not limited to the Malaysian Anti-Corruption Commission Act 2009 which shall include any of its latest and amended versions.