

TERMS OF USE / THIRD PARTY PROVIDER AGREEMENT

TERMS OF USE FOR THIRD PARTY PROVIDER

The following terms of service ("**Terms of Use**"), govern your access to and use of the TrueCare2U mobile application ("**Application**"), including any content, functionality and services offered on or through the Application by TrueCare2U Sdn Bhd and its successors, assigns, licensees and/or nominees ("**TrueCare2U**").

1. Introduction

1.1. Please read these Terms of Use carefully. By using the Application, you agree that you have read and understood the terms in these Terms of Use which are applicable to you. These Terms of Use and the TrueCare2U Policies (as defined below) constitute a legally binding agreement ("**Agreement**") between you and TrueCare2U. The Agreement applies to your use of the Application provided by TrueCare2U. If you do not agree to the Terms of Use please do not use or continue using the Application.

1.2. TrueCare2U may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on <http://www.truecare2u.com.my> or the Application. It is your responsibility to review the Terms of Use and TrueCare2U Policies regularly. Your continued use of the Application after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

1.3. TrueCare2U provides a platform for users to obtain or procure Services (as defined below). Depending on the service in question, the Services may be supplied by a Third Party Provider (as defined below) acting as an independent contractor of TrueCare2U. Unless otherwise stated, the Service is presumed to be supplied by a Third Party Provider acting as an independent contractor. Where the service is provided by a Third Party Provider, TrueCare2U's role is merely to link the user with such Third Party Provider. TrueCare2U is not responsible for the acts and/or omissions of any Third Party Provider, and any liability in relation to such Services shall be borne by the Third Party Provider. Third Party Providers shall not represent to be an agent, employee or staff of TrueCare2U and the Services provided by Third Party Providers shall not be deemed to be provided by TrueCare2U.

2. Definitions

In these Terms of Use, the following words shall have the meanings ascribed below:

2.1. "**Administration Fee**" means the administration fee payable to TrueCare2U for the provision of the Application and administration services provided by TrueCare2U, equivalent to thirty per cent (30%) of the User Charges, or such other rate as may be changed from time to time as notified by TrueCare2U to the Third Party Providers through the Application;

2.2. "**Application**" means the relevant mobile application(s) made available for download by TrueCare2U (or its licensors) to users and Third Party Providers respectively;

2.3. "**Joining Fee**" means the joining fee of RM[] payable to TrueCare2U, or such other amount as may be changed from time to time as notified by TrueCare2U to the Third Party Providers through the Application;

2.4. "**Personal Data**" is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and credit card details, personal interests, email address, your image,

government-issued identification numbers, biometric data, race, date of birth, marital status, religion, health information, vehicle and insurance information;

2.5. **“Privacy Policy”** means the TrueCare2U privacy policy set out in <https://www.truecare2u.com.my/privacy/> which may be amended from time to time;

2.6. **“Service”** means the services provided by the Third Party Provider to the Users through the Application;

2.7. **“Third Party Provider”** means the independent third parties who provide the relevant Services through the Application including nurses (of any category), doctors and other medical professionals on the Application;

2.8. **“TrueCare2U Policies”** means the policies applicable to the users of the Application which includes all forms, policies, notices, guidelines, frequently asked questions (FAQs), in-app or website product/service descriptions and information cards, or agreements provided to or entered which may be revised by TrueCare2U from time to time and published on the Application or TrueCare2U website;

2.9. **“User”** means any person who uses the Application to search for, request and obtain the Services from the Third Party Provider; and

2.10. **“User Charges”** shall mean charges incurred by Users for the Services obtained through the use of the Application, including any applicable tolls, taxes and any other fees or charges that may be due for a particular use of the Application.

3. Representations, Warranties and Undertakings

3.1. By using the Application, you represent, warrant / undertake that:

3.1.1. You have legal capacity to enter into the Agreement and that you are a Malaysian citizen and at least eighteen (18) years old in age;

3.1.2. All the information which you provide shall be true and accurate, which includes information on the medical establishment you represent and whether you have permission to act on behalf of such medical establishment;

3.1.3. You will only use the Application for their intended and lawful purposes;

3.1.4. You will keep your account password or any identification we provide you which allows access to the Application secure and confidential and you shall use particular caution when accessing your account from a public or shared device or using unencrypted email, so that others are not able to view, record or intercept your password and other personal information;

3.1.5. You are responsible for all activity that occurs under your account and you agree to notify us immediately of any unauthorized use of your account or any other breach of security. You agree that TrueCare2U will not be liable for any loss or damage arising from your failure to comply with this provision;

3.1.6. You will not try to interrupt or harm the Application in any way;

3.1.7. You will not attempt to commercially exploit any part of the Application without our permission, including without limitation modify any of the Application's content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;

3.1.8. You shall not impair or circumvent the proper operation of the network which the Service operates on;

3.1.9. You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;

3.1.10. You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;

3.1.11. You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;

3.1.12. You will not use the Application to cause nuisance or behave in an inappropriate or disrespectful manner towards TrueCare2U or any third party;

3.1.13. When using the Application or Service, you agree to comply with all laws applicable to you, including regulations and rules issued by Ministry of Health relating to your use of the Service;

3.1.14. You will not copy, or distribute the Application or other content without written permission from TrueCare2U;

3.1.15. You will provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You agree that TrueCare2U may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, TrueCare2U has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

3.1.16. You will only use an access point or data account which you are authorized to use;

3.1.17. You agree that the Application is provided on a reasonable effort basis;

3.1.18. You agree that your use of the Application or Service will be subject to the TrueCare2U Policies as may be amended from time to time;

3.1.19. You agree to assist TrueCare2U with any internal or external investigations as may be required by TrueCare2U in complying with any prevailing laws or regulations in place; and

3.1.20. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, TrueCare2U or any other party as a result of your breach of this Agreement.

3.2. As a Third Party Provider, you further represent, warrant and undertake that:

3.2.1. If applicable, you possess a valid driver's license and are authorized to operate a motor vehicle and have all the appropriate licenses, approvals and authority in the jurisdiction in which you provide the Services;

3.2.2. If applicable, you own, or have the legal right and authority to operate, and you have all appropriate licences and approvals in respect of, the vehicle, motorcycle or other mobility device ("**Vehicle**") which you intend to use as transportation you provide the Services, and such Vehicle is in good operating condition and meets the industry safety standards for Vehicles of its kind;

3.2.3. If applicable, you will use the appropriate road safety equipment (e.g. helmet and/or seat belt);

3.2.4. If applicable, you have a valid policy of liability insurance (in industry-standard coverage amounts) for the operation of your Vehicle;

3.2.5. You shall not contact Users for purposes other than in connection with the Services provided or to be provided by you through the Application and you shall not deal directly with any of the Users through whatever means outside the Application including without limitation SMS, Whatsapp texting, social media messaging and email;

3.2.6. You shall not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Application, or any other customer of TrueCare2U, including without limitation any User account not owned by you, to its source, or exploit the Application or any service or information made available or offered by or through the Application, in any way where the purpose is to reveal any information, including but shall not be limited to personal identification information, other than your own information, as provided for by the Application;

3.2.7. You are aware that when responding to Users, standard telecommunication charges may apply which shall be solely borne by you;

3.2.8. You agree that you are forbidden from promoting competitors' applications, giving out coupons and suggesting any other form of discounts to the Users. **You are strictly forbidden to use the Service for other purposes such as but not limited to data mining of TrueCare2U's information or information related to the Application or the Service.** A breach hereof constitutes a grave offence and may be treated as **industrial espionage or sabotage**, and TrueCare2U reserves the right to take such action as may be appropriate or permitted under the law against you, and/or any person, whether natural or artificial, directing or instructing you, in the event you use the Service other than for the purpose for which it is intended to be used;

3.2.9. You agree that TrueCare2U may, based on its sole discretion, consider an account to be dormant if there has been no transaction made by you on your user account for a period of [six (6) months] from the last date of transaction and deactivate or restrict access to your user account;

3.2.10. You represent and warrant that you have valid and existing policies of medical malpractice insurance and insurance (in industry-standard coverage amounts) for your provision of the Services and that such policies shall be promptly renewed (if necessary) and remain in full effect for so long as you have an account with TrueCare2U;

3.2.11. You represent and warrant that you have the applicable professional qualification, physical and mental ability, skill and experience as well as legal license and registration as required by Ministry of Health or the laws of Malaysia to carry on such Services. You undertake that you shall maintain all such certificates, licences and registrations at all times and that such certificates, licences and registrations shall remain in full effect for so long as you have an account with TrueCare2U;

3.2.12. You represent and warrant that you have never (i) been convicted in Malaysia or elsewhere of any offence punishable with imprisonment (whether in itself only or in addition to or in lieu of a fine); (ii) been guilty of misconduct in any professional respect; (iii) obtained registration by fraud or misrepresentation; (iv) had your licence or registration revoked or suspended; (v) been reprimanded for any action or misconduct in performing works as a

healthcare professional; and (vi) been subjected to disciplinary proceedings in which the outcome was found against you;

3.2.13. You shall be responsible and bear all costs to provide all equipment, tools and disposable items as may be necessary for the provision of the Services to the Users and TrueCare2U shall not be liable for the same;

3.2.14. You shall be responsible and bear all costs to provide the necessary basic medications for symptomatic relieve, for example fever, pain, cough, runny nose, headache, diarrhea, gastric pain and allergy for up to 3 days' supply for each time a Service is provided;

3.2.15. When providing a Service to a User, you shall not attend to any other person other than the User which has registered and requested for the Service, unless the said person submits a new request for a Service on the Application accordingly;

3.2.16. During the provision of a Service, you are responsible for obtaining all necessary health history and personal health information from the User and TrueCare2U shall not be liable or responsible for the same;

3.2.17. When providing a Service to a minor, you shall ensure that the parent or legal guardian is available and present during the entirety of the visit; and

3.2.18. When providing a Service to a User, you shall at all times wear the lanyard and identification provided to you by TrueCare2U.

3.3. Registration

3.3.1. You acknowledge and agree that your registration as a Third Party Provider is subject to the approval and acceptance by TrueCare2U. TrueCare2U reserves the right to reject or decline to register any person as a Third Party Provider for any reason whatsoever and at its sole discretion.

3.3.2. TrueCare2U is entitled to request from you and you shall promptly provide to TrueCare2U, any other documentation or information as it deems fit or necessary for the purpose of your registration as a Third Party Provider.

3.3.3. You acknowledge and agree that for the purpose of your registration as a Third Party Provider, TrueCare2U shall be entitled to charge a non-refundable Joining Fee, which shall be payable on or prior to your registration into the Application.

3.3.4. Upon your successful registration as a Third Party Provider, you shall be entitled to one (1) [medical bag containing basic equipment as may be determined by TrueCare2U at its sole discretion], subject to availability of the [medical bag and equipment therein].

4. Compatibility

Different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Application. TrueCare2U does not warrant compatibility of the Application with specific mobile devices or other hardware.

5. License Grant and Restrictions

5.1. TrueCare2U and its licensors, where applicable, grant you a revocable, non-exclusive, non-transferable, limited license to use and access the Application to provide the relevant

Service, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by TrueCare2U and its licensors.

5.2. You shall not:

5.2.1. license, sublicense, sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application in any way;

5.2.2. modify or make derivative works based on the Application;

5.2.3. “mirror” the Application on any other server or wireless or internet-based device;

5.2.4. except to the extent such restriction is prohibited under applicable law, disassemble, decompile, reverse engineer, decrypt or attempt to derive and code or extract software from, the Application or any software or services made available on or through the Application;

5.2.5. use any manual or automated program or script, including but not limited to web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, (a) to unduly burden or hinder the operation and/or performance of the Application; (b) to conduct data mining or scraping activities, or (c) in any way reproduce or circumvent the navigational structure or presentation of the Application or its content;

5.2.6. post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;

5.2.7. remove any copyright, trademark or other proprietary rights notices contained on the Application; or

5.2.8. use the Application to: (a) send spam or otherwise duplicative or unsolicited messages; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party privacy rights; (c) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Application or the data contained therein; (e) attempt to gain unauthorized access to the Application or its related software, systems or networks; (f) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (g) engage in any conduct that could possibly damage our reputation or amount to being disreputable.

5.3. You acknowledge that the Application, including, without limitation, the content, metadata, design, organization, compilation, look and feel, the source, object and HTML code and all other protectable intellectual property available through 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 this Agreement are reserved by TrueCare2U.

6. Payment Terms for Third Party Providers

6.1. Upon TrueCare2U’s acceptance of your registration, you shall pay to TrueCare2U the relevant non-refundable joining fee as notified through the Application. If you refuse or decline to make such payment, then your registration as a Third Party Provider shall be cancelled and

TrueCare2U is entitled to terminate or suspend your access to your Third Party Provider account in the Application.

6.2. YOU ACKNOWLEDGE AND CONFIRM THAT TRUECARE2U MAY ADMINISTER AND ACT AS YOUR COLLECTION AGENT TO PAY TO YOU THE TOTAL AMOUNT OF CHARGES DUE TO YOU IN RESPECT OF YOUR PROVISION OF THE SERVICES, NET OF ANY FEES WHICH TRUECARE2U WILL CHARGE YOU FOR ADMINISTRATION FEES.

6.3. TrueCare2U retains the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where you and/or the User have breached any of the terms in this Agreement. In such an event, you shall not hold TrueCare2U liable for any withholding of, delay in, suspension, forfeiture or cancellation of, any payment(s) to you.

6.4. TrueCare2U may, at its sole discretion, make promotional offers with different features and different rates of the Services to any of the Users whereby these promotional offers shall accordingly be honored by you. TrueCare2U may change the Administration Fee at any time at its sole discretion.

6.5. TrueCare2U shall administer payments to you by way of a wallet system ("**TrueCare2U's Cash Balance**"). Your earnings will be displayed in the TrueCare2U's Cash Balance in the Application and may be withdrawn by you to your designated bank account. TrueCare2U reserves the right to make such deductions from the TrueCare2U's Cash Balance as are provided for in these Terms of Use, as are authorized by you, or as are notified to you via the Application.

6.6. In consideration of the provision of the Application and the administration services provided by TrueCare2U, TrueCare2U may charge the Administration Fee. For the avoidance of doubt, TrueCare2U is entitled to deduct the Administration Fee from the User Charges received by it before making the necessary payments to you.

7. Cancellation

7.1. The Users rely on you for delivery or provision of the Services. You agree that by accepting the User's request or agreeing to provide the Service, you undertake to provide such Service to the User, failing which, TrueCare2U reserves the right to deduct a sum to be determined by TrueCare2U and notified to you, from the TrueCare2U's Cash Balance. Frequent tardiness, ignoring Users' bookings or frequent cancellation will impair the Users' experience and negatively impact the reputation and branding of TrueCare2U.

7.2. While you may cancel a booking, the cancellation shall be based on acceptable cancellation reasons as shown in the Application. TrueCare2U reserves the right to amend the acceptable cancellation reasons from time to time. A cancellation that is not based on one of the acceptable reasons or ignoring a booking may be counted in determining if your access to the Service will be temporarily restricted.

8. Ratings

8.1. Users may be allowed to rate Third Party Providers in respect of Services provided. These ratings may be published. You hereby agree to such publication and acknowledge that TrueCare2U shall not be liable for any losses or damages suffered by the Third Party Providers due to the publication of these ratings.

8.2. Every rating will be automatically logged onto TrueCare2U's system and TrueCare2U may analyse all ratings received. TrueCare2U may take all appropriate actions including suspending your use of the Service without any notice or compensation to you.

9. Complaints

9.1. Any complaints between Third Party Providers and Users must be taken up with each other directly. Third Party Providers and Users agree that TrueCare2U may share relevant contact information with the parties for them to take up any disputes or complaints.

10. Intellectual Property Ownership

10.1. TrueCare2U shall own all right, title and interest, including all related intellectual property rights, in and to the Application and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application. The Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the software and/or the Application, or any intellectual property rights owned by TrueCare2U. TrueCare2U's name, TrueCare2U's logo, the Application's name, the Application's logo and/or the Application itself and the product names associated with the Application are trademarks of TrueCare2U, and no right or license is granted to use them. For the avoidance of doubt, the term the Application herein shall include its respective components, processes and design in its entirety.

11. Taxes

11.1. You agree that this Agreement is subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be applicable from time to time in Malaysia or any other relevant country. You shall comply with all applicable laws and take all steps required to enable, assist and/or defend TrueCare2U to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service.

11.2. As a Third Party Provider, you are accountable for paying any tax and statutory contributions due in respect of sums payable to you under or in connection with this Agreement.

12. Confidentiality

12.1. You shall maintain in confidence all information and data relating to TrueCare2U, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of TrueCare2U (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from TrueCare2U, or any of its affiliate companies, or created in the course of this Agreement. You shall further ensure that you only use such confidential information in order to use the Application and/or Service, and shall not without TrueCare2U's prior written consent, disclose such information to any third party nor use it for any other purpose.

12.2. The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:

12.2.1. was at the time of receipt already in your possession;

12.2.2. is, or becomes in the future, public knowledge through no fault or omission on your part;

12.2.3. was received from a third party having the right to disclose it; or

12.2.4. is required to be disclosed by law.

13. Data Privacy and Personal Data Protection Policy

13.1. TrueCare2U collects and processes your Personal Data in accordance with its Privacy Policy. The Privacy Policy applies to all of TrueCare2U's services and its terms are made a part of this Agreement by this reference.

13.2. Where applicable, you agree and consent to TrueCare2U, its parent company and any of its affiliate companies collecting, using, processing and disclosing Personal Data as further described in our Privacy Policy.

13.3. You acknowledge that TrueCare2U may disclose Personal Data of other individuals to you in the course of your use of the Application. You represent and warrant that you will only use such Personal Data for the purpose for which it was disclosed to you by TrueCare2U, and not for any other unauthorized purposes.

14. Third Party Interactions

14.1. During use of the Application, you may enter into correspondence or transactions with third parties who display or offer their goods and/or service through the Application. Any such communication or agreement is strictly between you and the applicable third party and TrueCare2U and its licensors shall have no liability or obligation for any such communication or agreement. Neither TrueCare2U nor any of its affiliate companies endorses any applications or sites on the Internet that are linked through the Application, and in no event shall TrueCare2U, its licensors or its affiliate companies be responsible for any content, products, services or other materials on or available from such sites or third party providers. Certain third party providers may require your agreement to additional or different terms of use and privacy policies prior to your use of or access to such goods or services, and TrueCare2U is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third party providers. You acknowledge that such additional or different terms of use and privacy policies may apply to your use of such third party services. TrueCare2U is not liable for any information that you provide to or authorize us to provide to a third party, or for such third party's collection, use and disclosure of such information.

14.2. TrueCare2U may rely on third party advertising and marketing supplied and other mechanisms to subsidize the Service and/or to earn additional revenue. You agree and allow TrueCare2U to compile and release information regarding you and your provision of the Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party you interact with through the Application and/or advertising or marketing material supplied by third parties through the Application.

14.3. We may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties ("**Third Party Links**"). Such Third Party Links are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the content, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

15. Indemnification

15.1. By agreeing to the Terms of Use upon using the Application, you agree that you shall indemnify and hold TrueCare2U, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Application and/or its software in your dealings with the Users, third party merchants, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including other Third Party Providers or Users arranged via the Application, or (d) your use or misuse of the Application and/or its software; and (e) your provision of Services to Users.

16. Disclaimer of Warranties

16.1. TrueCare2U makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Application. TrueCare2U does not represent or warrant that (a) the use of the Application will be secure, uninterrupted, free of errors or other harmful components, or operate in combination with any other hardware, software, system or data, (b) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, or (d) the quality of any products, services, information or other materials purchased or obtained by you through the Application will meet your requirements or expectations. The Application is provided to you strictly on an "as is" basis. All conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded to the extent permissible by law.

16.2. TrueCare2U makes no representation or warranty of any kind whatsoever, express or implied, in respect of Services provided by you as a Third Party Provider. You agree that you shall bear all risk arising out of your use of the Application and provision of the Services and shall have no recourse to TrueCare2U in respect of the same.

16.3. Where applicable, TrueCare2U's role as collection agent is solely mechanical and administrative in nature and TrueCare2U does not owe to you a duty of care or any fiduciary duties.

17. Internet Delays

THE SERVICE, PLATFORM, APPLICATION AND/OR THE SOFTWARE 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 USER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. TRUECARE2U IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

18. Limitation of Liability

18.1. UNLESS OTHERWISE STATED, AND TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS AGAINST TRUECARE2U BY YOU SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL AMOUNTS ACTUALLY DUE FROM YOU IN PROVIDING THE SERVICE DURING THE EVENT GIVING RISE TO SUCH CLAIMS. TRUECARE2U AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY OR CAUSED TO YOU OR TO ANY PERSON, INCLUDING BUT NOT LIMITED TO:

18.1.1. LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, APPLICATION AND/OR THE SOFTWARE;

18.1.2. THE USE OR INABILITY TO USE THE APPLICATION AND/OR THE SOFTWARE;

18.1.3. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING; OR

18.1.4. AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY USER, OTHER THIRD PARTY PROVIDERS, MERCHANT, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED TO BY IN THE APPLICATION AND/OR THE SOFTWARE.

18.2. TRUECARE2U DOES NOT WARRANT OR REPRESENT THAT IT ASSESSES OR MONITORS THE SUITABILITY, LEGALITY, ABILITY, MOVEMENT OR LOCATION OF ANY USERS OR THIRD PARTY PROVIDERS INCLUDING MERCHANTS, ADVERTISERS AND/OR SPONSORS AND YOU EXPRESSLY WAIVE AND RELEASE TRUECARE2U FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE USERS OR THIRD PARTY PROVIDERS INCLUDING MERCHANTS, ADVERTISERS AND/OR SPONSORS.

18.3. TRUECARE2U WILL NOT BE A PARTY TO DISPUTES OR NEGOTIATIONS OF DISPUTES BETWEEN YOU AND USERS OR OTHER THIRD PARTY PROVIDERS INCLUDING MERCHANTS, ADVERTISERS AND/OR SPONSORS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES AND PRODUCTS OFFERED VIA THE SERVICE, THE SOFTWARE AND/OR THE APPLICATION (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH AND ON YOU. YOU EXPRESSLY WAIVE AND RELEASE TRUECARE2U FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR PROVISION OF THE SERVICE AND YOUR USE OF THE SOFTWARE AND/OR THE APPLICATION, OR IN ANY WAY RELATED TO THE MERCHANTS, ADVERTISERS AND/OR SPONSORS INTRODUCED TO YOU BY THE SOFTWARE AND/OR THE APPLICATION.

18.4. THE QUALITY OF THE SERVICES SCHEDULED THROUGH THE USE OF THE APPLICATION IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICE TO THE USER.

19. Notice

19.1. TrueCare2U may give notice through the Application, electronic mail to your email address in the records of TrueCare2U, or by written communication sent by registered mail or pre-paid post to your address in the records of TrueCare2U. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or immediately after sending (if sent by email). You may give notice to TrueCare2U (such notice shall be deemed given when received by TrueCare2U) by letter sent by courier or registered mail to TrueCare2U using the contact details as provided in the Application.

20. Assignment

20.1. Unless otherwise stated herein, this Terms of Use as modified from time to time may not be assigned by you without the prior written approval of TrueCare2U but may be assigned without your consent by TrueCare2U. Any purported assignment by you in violation of this section shall be void.

21. Dispute ReService

21.1. This Terms of Use shall be governed by Malaysian law, without regard to the choice or conflicts of law provisions of any jurisdiction, and the parties hereby submit to the jurisdiction of the courts of Malaysia.

22. Relationship

22.1. Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, or other form of joint enterprise with TrueCare2U.

23. Severability

23.1. If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

24. No Waiver

24.1. The failure of TrueCare2U to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.

25. Entire Agreement

25.1. This Agreement comprises the entire agreement between you and TrueCare2U in relation to the matters stated herein and supersedes any prior or contemporaneous negotiations or discussions.

26. Suspension and Termination

26.1. You agree that TrueCare2U may do any of the following, at any time, without notice:

- (i) modify, suspend or terminate operation of or access to the Application, or any portion of the Application (including access to your account and/or the availability of any products or services), for any reason;
- (ii) modify or change any applicable policies or terms; and
- (iii) interrupt the operation of the Application or any portion of the Application (including access to your account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes.

We shall not be required to compensate you for any suspension or termination.

27. No Third Party Rights

27.1. Except for the parties who are indemnified pursuant to the indemnification provisions set out herein, this Agreement does not give rights to any third parties who are not party to this Agreement.

28. Geo-Location Functionality

28.1. The Application includes and makes 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) and by using the Geo-Location Services, you are agreeing to be bound by Google’s Terms of Use.