

## TERMS AND CONDITIONS

PLEASE READ THE TERMS AS HEREAFTER SET FORTH (THIS “**AGREEMENT**”) CAREFULLY BEFORE USING <http://MyVitalSigns.asia> OR ANY OTHER RELATED WEBSITES (“**WEBSITES**”), AND THE HEALTHAPPS MOBILE APPLICATION TOGETHER WITH ITS VARIOUS FUNCTIONALITIES (“**APPLICATION**”) (COLLECTIVELY, THE “**PLATFORMS**”). THE PLATFORMS ARE SOFTWARE SOLUTIONS OFFERING CUSTOMERS ACCESS TO A NETWORK OF HEALTHCARE AND WELLNESS PROVIDERS AND HEALTHCARE AND WELLNESS SERVICES (“**SERVICES**”).

BY REGISTERING FOR AN ACCOUNT ON THE APPLICATION ON A MOBILE DEVICE (“**DEVICE**”) OR MAKING A PURCHASE VIA THE WEBSITE, AND GENERALLY USING THE PLATFORMS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL OTHER TERMS AND POLICIES THAT APPEAR ON THE PLATFORMS (INCLUDING ANY TERMS SET OUT IN OUR PRIVACY POLICY AT <http://MyVitalSigns/privacy-policy> OR ON THE APPLICATION AND THE FAQs).

This Agreement is made between HEALTHAPPS SDN BHD (1108109P) (“Healthapps”, “us”, “we” or “our” as the case may be) and you (collectively the “Parties”) with respect to your use of the Platforms and any functionalities, services or features offered via or in connection with the Platforms, and references in this Agreement to the use of any of the Platforms extend to the use of such functionalities, services or features as well. The Services may be provided by Healthapps, our related companies, Healthcare Providers on Healthapps’s panel or partners. For the purposes of this Agreement, “partners” shall include suppliers or delivery service providers of products/medication. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ARE INELIGIBLE TO USE THE PLATFORMS, PLEASE DO NOT USE THE SAME.

**IMPORTANT: DO NOT USE THE VIDEO CONSULTATION FUNCTIONALITY ON THE APPLICATION FOR A MEDICAL EMERGENCY.** If you are experiencing a medical emergency, please consult a doctor in person or call the emergency medical services number immediately.

### 1. YOUR ACCOUNT

1.1 You will need to have an account in order to access the Services via the Platforms. You may sign up for an account on the Platform. The registration process requires you to provide your personal information, including your name, ID/passport number, policy number, date of birth, address, telephone number, email address and/or such other information as may be required by us.

1.2 You shall comply with all security procedures applicable to the Platforms which we may introduce from time to time.

1.3 You shall, in your sole responsibility, maintain the confidentiality of your account information for the Platforms (including any user IDs and passwords) and you will be responsible for any disclosure or unauthorised use thereof. You shall not at any time disclose such account information to any other party.

1.4 If you believe that the security of your account information has been compromised, you shall notify us immediately.

1.5 By signing up for an account via the Platforms, you represent and warrant that:

1.5.1 you are at least 18 years of age;

1.5.2 you have the full right, power, and legal authority to enter into this Agreement;

1.5.3 all information, data and particulars that you provide is complete, accurate, true and correct; and

1.5.4 you will use the Platforms for your personal use only and you will not authorise other persons to use your account nor transfer or assign it to any other person (with the exception of accounts established for children of whom you are the parent or legal guardian or geriatrics, as described below).

We shall be entitled, in the exercise of our sole discretion, to (i) refuse your registration if you fail to fulfil any one of the eligibility criteria above; (ii) suspend/terminate your account under the Application; and/or (iii) change the above eligibility criteria at any time.

1.6 If you are the parent/legal guardian of a child/ward that is below 18 years of age, you can create a dependent sub-profile under your account in order for your child/ward to use the Platforms and access the Services. By allowing your child to use your Account to access the Services, you agree to take responsibility for: (i) your child/ward’s actions in their use of the Application; (ii) any charges associated with your child/ward’s use of the Application; and (iii) their compliance with this Agreement. You must be present and accompany your child/ward during any video consultation and be available at the point of product delivery for any products purchased by your child/ward.

1.7 If you are below 18 years of age, please approach your parent/guardian to create a dependent sub-profile under your parent/guardian’s account so that you can access the Services.

1.8 If you are using the Services on behalf of a geriatric with special needs, including but not limited to vision and hearing difficulties, you must be present during any video or physical consultation with the geriatric. Upon purchasing any products, you must be available at the point of product delivery. You are responsible for payment for the Services provided to, and purchase and arrangement of delivery of product for the geriatric. You are assuming the obligations of this Agreement as they relate to the geriatric.

### 2. YOUR USE OF THE PLATFORMS

2.1 Subject always to your continuing compliance with the terms of this Agreement, we agree to grant you a non-transferable, non-sublicensable and non-exclusive licence to use the Website and/or Application on the Device for the purpose of obtaining the Services. All other rights not expressly granted to you are reserved by Healthapps.

2.2 Access to some software components used in the Website and/or Application may be offered under third party licences that we may notify you of, in which case your use of those components is governed by such terms to the extent only of any inconsistency between this Agreement and those terms.

2.3 Without prejudice to the generality of the foregoing, you shall not (and shall not, knowingly or otherwise, authorise, allow or assist any third party to):

2.3.1 modify or adapt the whole or any part of the Website and/or Application, or permit the Website and/or Application or any part of it to be combined with, or become incorporated in, any other application, programs or other platforms created by you;

2.3.2 disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the Website and/or Application or any components thereof;

2.3.3 communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the Website and/or Application;

2.3.4 use the Website and/or Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or in contravention of any applicable laws, including infringement of our intellectual property rights or those of any third party in relation to the Application;

2.3.5 use the Website and/or Application in a way that could damage, disable, impair or compromise the Application (or the systems or security of the Website and/or Application or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of the Website and/or Application and/or Healthapps;

2.3.6 post or transmit any file or email which contains viruses, worms, Trojan horses or any other damaging or destructive elements;

2.3.7 use any automated process or service to access and/or use the Website and/or Application; and/or

2.3.8 provide, distribute or share, or enable the provision, distribution or sharing of, the Website and/or Application (or any data associated therewith) with any third party.

### 3. SERVICES

#### (I) General

3.1 It shall be your sole responsibility, at your own cost:

3.1.1 to obtain all necessary hardware, software and communications services necessary for your use of the Application. Any network connectivity costs shall be born exclusively by you;

3.1.2 to take steps to ensure the security of your Device; and

3.1.3 to make back-ups of data or other content posted via the Application, as these may be subsequently deleted by us or our service providers at any time without notice to you.

3.2 You agree that:

3.2.1 you are responsible for the correctness and accuracy of the information, particulars, statements, photographs, laboratory test results or diagnostic images furnished by you to Healthapps and/or the Healthcare Provider;

3.2.2 you are responsible for entering in the correct registration details to link your health insurance or to enjoy any corporate benefits. No refunds will be provided if you proceed with a transaction without the appropriate registration details;

3.2.3 you shall be personally liable for, and to pay, any fees or charges in accordance with any terms in effect at the time they are incurred;

3.2.4 the licences granted herein do not confer on you any rights to use any other intellectual property rights of Healthapps, our affiliates, partners and/or licensors (as the case may be), including "Healthapps", the Healthapps logos and any other logos, service marks, slogans, product names and designations and other proprietary indicia used as part of the Platforms, all of which are and remain the property of Healthapps, our affiliates, partners and/or licensors (as the case may be);

3.2.5 you shall comply with all applicable laws; and

3.2.6 we shall have the right to at any time and from time to time:

3.2.6.1 automatically update the Application and its components on your Device, add or remove functionalities, features or services (collectively, "**Application Functions**");

3.2.6.2 vary user account rights or impose user account restrictions, resource limits or fees or suspend or terminate Application Functions and/or user rights; and/or

3.2.6.3 deny or restrict access to the Application or any Application Functions whether to any user or generally, or to block access from or to any resources at any time without ascribing any reasons whatsoever, and in any such event, you agree that no claims shall lie against us, our related companies, our agents, our partners or our service providers in connection therewith.

#### (II) Video Consultation/Telehealth Services

3.3 Healthapps may offer various healthcare/telehealth services on the Platforms including medical consultations, mental wellness consultations, and other health and wellness services ("**Healthcare Services**").

3.4 If you are using the video consultation functionality, you acknowledge and agree that:

3.4.1 You may arrange and schedule video consultations with providers who deliver the Healthcare Services ("**Healthcare Providers**");

3.4.2 All requests for video consultation shall be subject to the Healthcare Providers' acceptance in his/her sole discretion and each consultation accepted by a Healthcare Provider shall constitute a separate agreement between the Healthcare Provider and you, to which neither Healthapps nor our affiliates are a party to;

3.4.3 The Healthcare Providers are independent professionals. Each Healthcare Provider is responsible for his/her Healthcare Services rendered to you and compliance with the requirements of his/her profession and licence;

3.4.4 Healthapps is merely a provider of the Platforms, and other supporting services, and does not provide or engage in Healthcare Services. Neither Healthapps nor any third parties who promote the Healthcare Services, facilitate the provision of the Healthcare Services or provide you with a link to the Healthcare Services shall be liable for any professional advice you obtain from a Healthcare Provider via the Website or Application. Healthapps does not take on any duty of care to you;

3.4.5 You shall ensure that the internet connection to which your Device is connected is of sufficient quality and strength to host a video consultation, otherwise video and/or audio quality may suffer;

3.4.6 Once your request is accepted, the Application may provide your information to the Healthcare Provider, including your name and identification number. You agree to provide proof of identity (which includes a valid photo identification, company identification and/or insurance card) and such information as requested by the Healthcare Provider to verify your identity at the start of or at any time during the video consultation. You acknowledge that you may be denied Healthcare Services if you refuse to provide proof of identity or assume a false identity. The Healthcare Provider reserves the right to decline any request for video consultation through the Application in its absolute discretion;

3.4.7 You acknowledge that there are inherent limitations to video consultations and that in respect of certain medical situations, physical consultations may be a more appropriate medium for medical evaluation, diagnosis and/or consultation. Such medical situations include, but are not limited to: (i) situations requiring urgent care or emergency conditions; (ii) serious conditions (e.g. breathlessness, severe or persistent pains, cardiac arrest); (iii) chronic conditions which have not been previously diagnosed by a doctor; and (iv) any condition requiring further investigations including but not limited to laboratory tests, and imaging modalities;

3.4.8 In the case of the "Specialists" video consultation functionality, you understand and agree that the medical evaluation/diagnosis provided shall be intended as a provisional opinion (or second opinion) and shall be solely based on information made available, presented and discussed for or during the video consultation. Such medical evaluation/diagnosis is not intended to be a substitute for an in-person consultation or treatment. It is advisable to seek further clarification, examination, diagnosis and/or an in-person consultation for a more comprehensive medical assessment before beginning any definitive treatment;

3.4.9 The Healthcare Services are intended to be provided to users in Malaysia and the Healthcare Providers are not qualified/licensed to consult/treat users outside Malaysia;

3.4.10 Healthapps does not, and shall not be deemed to, direct or control the Healthcare Provider generally or in the Healthcare Provider's performance under this Agreement specifically, including in connection with the Healthcare Provider's provision of Healthcare Services or the Healthcare Provider's acts or omissions;

3.4.11 Any opinions, advice or information expressed by the Healthcare Provider are those of the Healthcare Provider alone and they do not reflect the opinions of Healthapps;

3.4.12 You are responsible for the correctness and accuracy of the particulars, statements and images including your symptoms, health history, photographs, laboratory test results or diagnostic images furnished/uploaded by you to the Healthcare Provider;

3.4.13 You shall comply with any advice by any Healthcare Provider to consult a doctor or other healthcare professional in person or seek emergency or other treatment;

3.4.14 You shall (i) comply with any instructions given in relation to any prescription provided to you including, in particular, route, timing and dosages; (ii) promptly report any side effects of any prescription to a doctor; (iii) check the labels of the medication prescribed to verify the medication matches the prescription before consuming the medication delivered; (iv) protect anything prescribed to you and not permit any other person access to the prescribed medication; and (v) not use any prescription after its expiry date;

3.4.15 Upon the completion of the Healthcare Services, we will issue a receipt to you via email or in such other manner as determined by us on the Healthcare Provider's behalf;

3.4.16 You shall not record in any media your interactions with the Healthcare Providers through the Application;

3.4.17 You shall not conduct yourself in an inappropriate manner when interacting with the Healthcare Provider, or display/upload any inappropriate or medically-irrelevant images to the Application. Any such conduct may result in the termination of your Account and/or deletion of the images from the Application; and

3.4.18 You shall comply with Healthapps's cancellation terms set out in clause 7 below.

### **(III) Marketplace on the Platforms**

3.5 Healthapps's Marketplace on the Platforms offers various healthcare-related products and services (including health packages such as home-based screening or vaccination) for purchase ("**Healthcare Products**"). Healthcare Products on the Marketplace may be sold by third party vendors or Healthapps ("**Marketplace Providers**"). If you are using the Marketplace functionality on any of the Platforms, the following terms shall apply:

#### **(a) Placing of Orders**

3.5.1 You may place an order by completing the order form on the Platform and clicking "Confirm Purchase" or "Purchase" ("**Order**"). Marketplace Providers will not accept Orders placed in any other manner.

3.5.2 All Orders shall be subject to Marketplace Providers' acceptance in its sole discretion and each Order accepted by Marketplace Providers shall constitute a separate agreement between Marketplace Provider and you. You acknowledge that unless you receive a notice from Marketplace Provider accepting your Order or arranging for an appointment, Marketplace Providers shall not be party to any legally binding agreement with you for the sale of or other dealings with the Healthcare Product and accordingly Marketplace Providers shall not be liable for any losses which may be incurred as a result. The Marketplace Provider reserves the right to decline to process or accept any Order received from or through the Platform in its absolute discretion.

#### **(b) Healthcare Products requiring Consultation**

In the event a Healthcare Product requires a prescription from a doctor, you will be redirected to the video consultation platform of the Application for a consultation with a doctor, which is subject to separate consultation fees. You will not be able to purchase such Healthcare Product without a prescription from the doctor.

(c) Prices of Healthcare Products

3.5.3 The price of the Healthcare Products payable by you shall be the price as stated on the Platform (the “**Product Price**”).

3.5.4 All Product Prices of the Healthcare Products are subject to taxes, unless otherwise stated. We reserve the right to amend the Product Price at any time without giving any reason or prior notice.

(d) Risk and property of the Healthcare Products

3.5.5 Risk of damage to or loss of the Healthcare Products shall pass to you at the time of delivery or if you wrongfully fail to take delivery of the Healthcare Products, the time when Healthapps or Marketplace Provider (as the case may be) has tendered delivery of the Healthcare Products.

3.5.6 Notwithstanding delivery and the passing of risk in the Healthcare Products or any other provision of this Agreement, the Healthcare Products shall not pass to you until Healthapps has received in cleared funds payment in full of the price of the Healthcare Products and all other goods agreed to be sold by Healthapps to you for which payment is then due.

3.5.7 Until such time as the property in the Healthcare Products passes to you:

3.5.7.1 you shall hold the Healthcare Products as Healthapps’s fiduciary agent and bailee and shall keep the Healthcare Products separate from those of yours;

3.5.7.2 Healthapps shall be entitled at any time to demand you to deliver up the Healthcare Products to Healthapps and in the event of non-compliance Healthapps reserves its right to take legal action against you for the delivery up of the Healthcare Products and seek damages and all other costs including but not limited to legal fees against you; and/or

3.5.7.3 you shall not pledge or in any way charge by way of security for any indebtedness any of the Healthcare Products which remain the property of Healthapps and if you do so, all moneys owing by you to Healthapps shall (without prejudice to any other right or remedy of Healthapps) forthwith become due and payable.

3.6 You acknowledge that:

3.6.1 While we endeavour to provide an accurate description of the Healthcare Products, we do not warrant that such description is accurate, current, or free from error;

3.6.2 Healthapps shall not be liable for any failure or delay in delivery of your purchased Healthcare Product howsoever caused;

3.6.3 The pricing or availability of the Healthcare Products may change at any time at Healthapps’s discretion. Healthapps shall not be responsible for any such changes; and

3.6.4 You shall pay the relevant fees for any Healthcare Products purchased, and abide by all applicable payment terms as may be made known to you on the Platform or by Healthapps.

#### 4. SUBSCRIPTION

4.1 Healthapps Sdn Bhd may from time to time, offer various subscription plans on the Application. Each subscription plan may have specific terms applicable to it which will be stated in the plan description on the Application. Such terms shall be read in addition to this Agreement and shall prevail in the event of any conflict with the terms set out herein.

(I) Healthapps Protect

4.2 The annual subscription to Healthapps Protect enables you to consult with a doctor via Healthapps’s video-consultation services on the Application or at a Healthapps panel clinic for a specified fee per consultation (“**Specified Consultation Fee**”) for 12 months from the date of purchase (“**Subscription Period**”).

4.3 By purchasing a subscription to Healthapps Protect, you agree to:

(a) pay an annual fee up front at the then-current annual subscription rate (“**Annual Fee**”) and you accept responsibility for all recurring charges until you terminate your subscription in accordance with this section;

(b) pay the Specified Consultation Fee for each consultation attended. Medication will be charged separately at the prevailing rate charged by us or our panel clinics; and

(c) present your membership e-card at the point of payment in order to be entitled to the Specified Consultation Fee if you are attending a consultation at a panel clinic.

4.4 You may terminate your subscription by clicking on “History” > “Subscription” on the Healthapps Application, and following the cancellation procedures described.

4.5 Notwithstanding the termination of your subscription or your account with Healthapps pursuant to this Agreement, you agree that you will not be entitled to any refund of the Annual Fee already paid.

4.6 If you fail to terminate your subscription prior to the end of your Subscription Period, your subscription will automatically renew for the next 12 months at the then-current Annual Fee.

#### 5. DELIVERY OF MEDICATION / HEALTHCARE PRODUCTS

5.1 Delivery charges, if any, shall be as set out in the Order.

5.2 A surcharge will be imposed for delivery or home services to secured locations listed in the FAQs on the Website or the Application, or any other locations as updated from time to time in the FAQs. Healthapps reserves the right not to deliver medication / Healthcare Products to certain remote/secured areas.

5.3 You acknowledge and agree that:

5.3.1 delivery of the medication/Healthcare Product is subject to availability of the medication/Healthcare Product;

5.3.2 the delivery of the medication/Healthcare Product by Healthapps or Marketplace Provider (as the case may be) is provided on a reasonable effort basis. All delivery timeframes stated on the Website/Application are estimates only as there may be delays or unforeseen circumstances beyond Healthapps's control;

5.3.3 while stock information on the Website/Application is updated regularly, it is possible that in some instances a Healthcare Product may become unavailable between updates;

5.3.4 Healthapps does not offer international delivery and any Healthcare Products available on the Marketplace are only available for delivery to addresses in Malaysia; and

5.3.5 if the delivery of your medication/Healthcare Product is delayed, Healthapps or Marketplace Provider (as the case may be) will inform you accordingly via e-mail or phone calls and the medication/Healthcare Product will be dispatched as soon as it becomes available to Healthapps or the Marketplace Provider. Healthapps or Marketplace Provider (as the case may be) (and any of its agents) shall not be liable for any delay in delivery of your medication/Healthcare Product howsoever caused.

5.4 Healthapps and its delivery service partners will use reasonable efforts to contact you to complete the delivery of the medication, Healthcare Products, or home-based services during the selected timeslots. If you are not present at the stated address at the time of delivery, additional charges may be imposed for the redelivery of order or additional trip for the home-based service. Prescribed medications will not be left at the designated address if you are not present at the time of delivery.

5.5 If you fail to take delivery of the medication/Healthcare Products (otherwise than by reason of Healthapps's or Marketplace Provider's (as the case may be) fault) then without prejudice to any other right or remedy available to Healthapps, Healthapps or Marketplace Provider (as the case may be) (or any of its agents) shall not be liable for any failure to deliver your medication/Healthcare Product.

## 6. PAYMENT

### (I) General

6.1 You agree to pay all Fees (as defined below) to your Account in accordance with the Fees, charges, and billing terms in effect at the time the Fees are due and payable via credit card or Healthapps's HA Wallet payment service (see Section (II) below).

6.2 We may request for additional information or documentation at any time and for any reason, including confirming your identity, age and/or to confirm your bank details or debit, credit, prepaid facilities. You agree that you will provide such information and/or documentation promptly to us upon request. If you fail to do so promptly, we may either limit your use of, or suspend your HA Wallet account.

6.3 You authorize us to make any enquiries we consider necessary to validate and verify your identity (whether directly or through third parties) at any time for any reason whatsoever.

6.4 Each User is only entitled to have one (1) HA Wallet account associated with his/her Healthapps Account.

6.5 By providing Healthapps with your credit card number and associated payment information, you agree that Healthapps is authorized to immediately invoice your credit card for all fees and charges due and payable to Healthapps hereunder (including for the purposes of topping up your HA Wallet account) and that no additional notice or consent is required.

6.6 If your health plan, insurer, employer or agency has arranged with Healthapps to pay the Fees or any portion of the Fees payable to Healthapps, or if the Fee payable is pursuant to some other arrangement with Healthapps, that fee adjustment will be reflected in the fee that you are ultimately charged. Please check with your health plan, insurer, employer or agency to determine if any Fees will be reimbursed.

6.7 If your health insurance coverage or employee benefits does not include or is not sufficient to satisfy the charges for the Services in full, you may be fully or partially responsible for payment.

6.8 In connection with your use of the Application, you shall bear the following fees and charges (collectively, the "**Fees**");

6.8.1 in respect of video consultation, a consultation fee for each completed Healthcare Service requested by you through the Application ("**Consultation Fee**") calculated based on the rates as prescribed by Healthapps on the Application from time to time, and any medication purchased at the price as stated on the Application ("**Medication Charges**");

6.8.2 in respect of the Marketplace, the Product Price;

6.8.3 in respect of the Subscriptions, the subscription/annual fees as stated in the plan description on the Application ("**Subscription Fees**");

6.8.4 delivery fees (if any); and/or

6.8.5 taxes (where applicable).

6.9 For the avoidance of doubt, Healthapps's determination of the Fees shall be final, conclusive and binding on you.

6.10 All Fees shall be paid in advance, are non-refundable save as permitted under applicable refund policies as may be notified to you, and you further agree to bear all taxes and other duties payable thereon.

6.11 We may use payment processing agents to process your payment of any Fees. When you provide us with your credit card details, you authorise us and/or our payment processing agents to charge your credit card account automatically upon the expiry of each payment

period as applicable in relation to the Fees. If we cannot charge your card successfully, we have the right to immediately terminate the transaction and/or access to your account.

## (II) HA Wallet

6.12 HA Wallet is a functionality associated with your Healthapps Account and is a payment service that allows you to top up your HA Wallet Account in the Application using your credit card and effect payment of the Fees for Services, medication, Healthcare Products, Subscriptions and/or delivery via the Application or for Services rendered in selected physical clinics.

6.13 You agree to:

6.13.1 use your HA Wallet only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to HA Wallet in good faith;

6.13.2 comply with any and all guidelines, notices, operating rules, and policies and instructions pertaining to the use of HA Wallet, as well as any amendments thereto issued by us from time to time; and

6.13.3 ensure that any information or data you provide to us in connection with HA Wallet is accurate.

6.14 Use of HA Wallet is restricted to users who have registered for an account with us.

### (a) Your HA Wallet Account

6.15 When setting up your HA Wallet Account, and at any other time, Healthapps may request for additional information and/or documentation from you, and for any reason (including confirming your identity, age and/or to confirm your bank details or debit, credit, prepaid facilities, for example, cards which you have registered with us).

6.16 You authorize us to make any enquiries we consider necessary to validate and verify your identity (whether directly or through third parties) at any time for any reason whatsoever, including to process any refunds paid to you.

### (b) HA Wallet Credits

6.17 You may maintain funds in your HA Wallet Account, and such funds, less any monies owed to us, will be regarded as the credits of your HA Wallet Account ("**Credits**"). Credits can be accumulated in your HA Wallet Account by means of a transfer of funds from certain payment instruments we accept from time to time (including debit or credit cards, collectively, "**Payment Instruments**").

6.18 In the case of debit or credit cards as funding sources, you agree that we may issue a reasonable authorization hold, which is not an actual charge against your card, in order to verify your payment method via your card. The hold may appear in your statement as "pending". The authorization hold is issued as a preventive measure against any unauthorized or fraudulent usage of your card.

6.19 For any transfer from a Payment Instrument to your Credits, we make no representation that any of your Payment Instrument(s) are in good standing, or that the issuer of your Payment Instruments will authorise or approve such transfer.

6.20 Unless otherwise stated, Healthapps shall not be liable for any fees raised by third parties including card issuers or banks, associated with funding your Credits. However, we reserve the right to decline acceptance of any Payment Instruments, including credit cards, debit cards or bank accounts, as funding methods at our sole discretion.

6.21 In the event your payment through HA Wallet using a debit or credit card as your funding source is processed overseas, you will be liable for any additional charges in relation thereto.

6.22 You shall be responsible to resolve any disputes with your debit or credit card company on your own.

6.23 We reserve the right to impose limits on your use of HA Wallet from time to time, including (i) the amount of value you may load to your HA Wallet Account at any one time; and (ii) the aggregate funds loaded to your HA Wallet Account over any time period. We may also require that you submit additional identification documents prior to you making a purchase at our sole discretion.

6.24 The maximum amount that a user can hold in his/her HA Wallet Account at any time is MYR1,000, or such lesser limit as is notified to you.

6.25 All Credits in your HA Wallet Account will only be valid for one (1) year from the date of your last transaction (purchase or top-up). Healthapps shall have the right to deal with the expired Credits in such manner as it deems fit in its absolute discretion which include forfeiting such credits in your HA Wallet Account.

6.26 You will not receive interest or other earnings on the credits in your HA Wallet Account. Healthapps may receive interest on amounts that we hold on your behalf. You agree to assign your rights to Healthapps for any interest derived from your HA Wallet Account.

6.27 You may check your HA Wallet Account in the Application. The Credits set out in the Application shall serve as conclusive evidence of your Credits.

6.28 As purchases made using HA Wallet may involve credit card transactions through a financial institution, in the event of any error in such transaction which results in chargebacks from the financial institution, Healthapps reserves the right to clawback the amount (up to the disputed amount) from your HA Wallet Account or by any other way it deems fit in its sole discretion.

6.29 Healthapps has the right to forfeit your Credits where it reasonably believes that your use of the Service may be fraudulent, illegal or involves any criminal activity or where Healthapps reasonably believes you to be in breach of this Agreement.

6.30 Each time you use your HA Wallet, you authorize us to reduce the value of Credits available by the total amount of the transaction and where applicable, any Fees and all applicable taxes.

6.31 If you have any promotional codes, you are responsible for keying in the correct promotional code into the Application at the time of payment. Healthapps shall not be liable for any failure to key in the promotional code or for your keying in of an incorrect promotional code. No refunds or cancellation of the transaction will be entertained in such circumstances.

6.32 You can only make payments using HA Wallet to the extent that you have Credits to support those transactions. You are not allowed to make purchases in excess of your Credits. If you do make purchases in excess of your Credits and where you have provided Healthapps with your credit card number and associated payment information, Healthapps is authorized to immediately invoice your credit card for any excess fees and charges due and payable. We will not extend credit in connection with your use of your HA Wallet, and you must repay us immediately if your Credits is ever less than zero for whatever reason.

6.33 You are responsible for all transactions initiated and fees incurred as a result of the use of HA Wallet. If other persons access your HA Wallet Account, we will treat this as if you have authorized such use and you will be responsible for any transactions made and fees incurred by such use.

6.34 You must notify us immediately of any unauthorized use of your HA Wallet Account or any other breach of security regarding your HA Wallet Account of which you have knowledge. You must report any such activities within thirty (30) days for any claims for unauthorized use of your HA Wallet Account to be valid for Healthapps's consideration.

6.35 You agree that we will not compensate you for any loss resulting from any claims for unauthorized use of your HA Wallet Account under any of the following events, as determined at our sole and absolute discretion:

6.35.1 where any such claims relate to transactions that are found to be conducted on your trusted device, your IP address or any other user-acceptable boundaries;

6.35.2 where you have acted fraudulently or with negligence, including but not limited to cases where you have wilfully disclosed your HA Wallet log-in details to a third party;

6.35.3 if you fail to provide us with any relevant documentation as reasonably requested by us in relation to any such unauthorized transactions;

6.35.4 where any funds in your HA Wallet Account are subject to legal process or other encumbrance restricting transfer;

6.35.5 where any such transactions took place under circumstances beyond our control, including but not limited to natural disasters, civil unrest etc. which are beyond reasonable control; and/or

6.35.6 where any terminal or system (including the Platforms) was not working properly or suffering any other technical malfunction before you initiated the relevant transaction.

6.36 No redemption of cash, transfer of funds or cash withdrawal is permitted in respect of any amounts in your HA Wallet Account.

6.37 We shall have the right to refuse any transaction on your HA Wallet Account if:

6.37.1 the transaction does not satisfy this Agreement; or

6.37.2 we have reason to believe that the transaction may be fraudulent, violate any laws, rules or regulations or may otherwise subject us or any of our affiliates to liability or obligation.

6.38 When using HA Wallet to pay for a purchase on the Application, payments may be processed through accounts owned by us or one of our affiliates and/or a registered third party service provider acting on our behalf.

6.39 For each purchase/transaction you make on the Application, we will transfer funds from your HA Wallet Account to Healthapps upon your confirmation of the transaction on the Application. We reserve the right to impose fees to cover the relevant costs of providing the HA Wallet services to you including those associated with the set-up and maintenance of your HA Wallet Account ("**Service Fee**"). When transferring any funds, we shall have the right to deduct or withhold any financial charges or Service Fees due and payable to Healthapps in such amounts as applicable.

6.40 You agree to give all notices, provide all necessary information, materials and approvals, and render all reasonable assistance and cooperation necessary for us to operate HA Wallet. If your failure to do so results in any delay in any transaction on your HA Wallet Account, Healthapps shall not be liable for any loss or damages arising from such delay.

6.41 You acknowledge and agree that we are not a bank or remittance agent and the services we provide to you in connection with your HA Wallet should in no way be construed as the provision of banking services or remittance services. We are not acting as a trustee, fiduciary or escrow with respect to your Credits.

#### (c) Closure of HA Wallet Account

6.42 You may request that we close your HA Wallet Account at any time by contacting our customer support team. Contact details of the customer support team are available at <https://MyVitalSigns.asia/contact-us> or [admin@MyVitalSigns.asia](mailto:admin@MyVitalSigns.asia).

6.43 We may, at any time and at our absolute and sole discretion:

6.43.1 suspend or discontinue your use of HA Wallet or any part thereof;

6.43.2 close your HA Wallet Account; and/or

6.43.3 reactivate your HA Wallet Account upon the completion of any relevant internal investigations (where applicable).

6.44 We endeavour to provide notice of any such discontinuation or closure of your HA Wallet Account. You agree that we shall not be liable to you in relation to any inability of yours to access your HA Wallet Account or any part thereof.

6.45 You remain liable for all obligations related to your HA Wallet Account. Closure of your HA Wallet Account will not cancel any cleared transactions which you have already undertaken. Closure of your HA Wallet Account does not relieve you of any liability pertaining to your

HA Wallet Account. In the event of a pending investigation at the time your HA Wallet Account is closed, we may continue to hold your funds for up to one hundred and eighty (180) days from the date of closure in order to protect us against any loss. If we suspect that you have used your HA Wallet Account for any illegal purposes, we may hold any remaining Credits for such time as we determine in our absolute discretion or as required by law.

6.46 We have the right not to return to you any disputed funds or any funds which relate to a breach of this Agreement until such time such a dispute has been resolved or where a court of a competent jurisdiction has decided on the matter.

6.47 We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or any other illegal activity checks before authorizing any payments or processing any refunds.

(d) Restricted Activities

6.48 In connection with your use of your HA Wallet Account, you shall not:

6.48.1 Provide false, inaccurate or misleading information;

6.48.2 Use HA Wallet for any illegal activities;

6.48.3 Use HA Wallet in a manner that may result in complaints, disputes, claims, penalties or other liability to us, other users or third parties or may be regarded as an abuse of the card system or a violation of card association or network rules; or

6.48.4 Breach this Agreement and/or the Privacy Policy or violate any applicable laws and regulations.

6.49 If we, in our sole discretion, believe that you may have engaged in the above restricted activities, we may take various actions, including the following:

6.49.1 We may suspend or restrict your access to and/or close your HA Wallet Account;

6.49.2 We may terminate this Agreement and cease to provide the Services to you;

6.49.3 We may place a hold on your Credits for up to 180 days if reasonably needed to protect against the risk of liability; or

6.49.4 We may take legal action against you.

## 7. CANCELLATIONS, EXCHANGES AND REFUNDS

7.1 In respect of the Healthcare Services / Video Consultation function: Unless as otherwise specified in the listing on the Platforms, you will not be entitled to a refund of such fees already paid (i) in the event that you cancel a scheduled appointment less than 24 hours in advance or if you miss a scheduled appointment or (ii) in respect of any consultation that has either been completed or terminated by you.

7.2 In respect of the purchase of any Healthcare Products via the Marketplace on the Platforms: Unless as otherwise specified in the listing on the Platforms,

7.2.1 such orders successfully made through the Platforms are strictly not eligible for cancellation; and

7.2.2 Healthcare Products purchased through Marketplace on the Platforms are also not eligible for exchange and are non-refundable. Any requests made for refunds/exchanges in the event that the purchased product is damaged, or the service rendered failed to fulfil its description in Marketplace will be subject to Healthapps's review on a case-by-case basis. The decision as to whether any refund/exchange should be allowed is at the sole discretion of Healthapps.

7.3 In the event you are entitled to any refund for any reason in respect of any products or services on the Healthapps Platforms, you agree that Healthapps will in its sole discretion either (i) issue you with a refund to your HA Wallet Account or (ii) where the purchase was made using a credit card, credit the refund to the same credit card. We may require you to provide additional information prior to processing any refund and you agree to cooperate with us.

## 8. PRIVACY

8.1 In using the Application or Website or any services provided by us, Healthapps will need to collect your personal data in order to provide you with our Services or Healthcare Products. In providing us with your personal data, you consent to our collection, use, processing, and disclosure of your personal data in accordance with our Privacy Policy found at <http://MyVitalSigns/privacy-policy> or on the Application.

8.2 For the avoidance of doubt, our Privacy Policy also applies to any data provided to Healthapps offline (whether in the Healthapps physical clinics, during health screenings/vaccinations or otherwise) in order for us to perform any services for your benefit.

8.3 Healthapps is required to comply with local healthcare privacy and security laws and maintain safeguards to protect the security of your health information. In addition, the information you provide to your Healthcare Provider during a video consultation is legally confidential, except for certain legal exceptions as more fully described in our Privacy Policy. Information relating to your care, including clinical notes and medical records, are stored on secure, encrypted servers maintained by Healthapps and an external provider that is compliant with applicable regulations.

## 9. DISCLAIMER OF WARRANTIES AND LIABILITY

9.1 To the maximum extent permitted by law, you irrevocably agree and acknowledge that:

9.1.1 we do not warrant or make any representations that the Website and/or Application is the appropriate channel of consultation for your particular healthcare problem, or meets your specific requirements. Healthapps disclaims any liability for any use of the Website and/or Application for the provision of any emergency services or where diagnosis or treatment-in-person is required. You should also consult a doctor in person or contact your local emergency services immediately if your medical condition is not minor or cannot be diagnosed or treated without a physical consultation, or otherwise falls within the following scope of conditions including without limitation:



(i) urgent care or emergency conditions; (ii) serious conditions (e.g. breathlessness, severe or persistent pains, cardiac arrest); (iii) chronic conditions which have not been previously diagnosed by a doctor; (iv) any condition deemed during a video consultation via the Application to be in need of a physical consultation for further clarification, examination, diagnosis and/or treatment; and (v) any condition requiring further investigations including but not limited to laboratory tests, and imaging modalities;

9.1.2 you may be issued with a prescription for medicine by a Healthcare Provider and may be prompted to use delivery services for delivery or fulfilment of prescription medicines. You are under no obligation to purchase any prescribed medication. Healthcare Provider will use its best endeavours, based on the medical history you have provided and the symptoms you have described, to prescribe medicine appropriate for your condition. Healthapps shall not be responsible for (i) ensuring that you receive the medicine you are prescribed or that the medicine you receive is the same as that prescribed by Healthcare Provider; and (ii) any instructions in relation to the medication provided by the Healthcare Provider or anyone else associated with the provision of medication you have been prescribed;

9.1.3 we are not responsible for any of the information made available or accessed on or through the Website and/or Application or any decisions made by you based on any information made available or accessed on or through the Website and/or Application;

9.1.4 we do not endorse or recommend any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website and/or Application and that any arrangement entered into between you and any Healthcare Provider or any third party named or linked to or from the Website and/or Application is at your sole risk and responsibility. The inclusion of Healthcare Providers on the Website and/or Application does not imply recommendation or endorsement of such professional nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any professional contained therein;

9.1.5 the Website and/or Application (together with any Services, or other content, material or information available on the Website and/or Application) are provided on an "as is" and "as available" basis, with all faults and without warranty of any kind. Your use of the Website and/or Application is at your own risk;

9.1.6 the Website and/or Application may use transmissions over the Internet which are never completely private or secure. You understand that any personal data, message or information which you send in the course of the use of the Website and/or Application may be made public on the Website and/or Application, and read or intercepted by others;

9.1.7 Healthapps does not warrant and hereby disclaims any representation, warranty or term with respect to the Website, Application and/or the Application Functions, whether express, implied or statutory, including but not limited to:

(i) merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third party rights, or as to the accuracy, correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third party rights in connection with the Website, Application and/or the Application Functions;

(ii) the Website, Application and/or the Application Functions being available at all times, uninterrupted or error-free, or that defects will be corrected or that the Website, Application and/or the Application Functions and any related computer system is and will be free of all viruses and/or other harmful elements;

(iii) the Website, Application and/or the Application Functions and any related computer system is and will be free from any unauthorised access, intervention, hacking, sabotage, fraud or infiltration by third parties; and

(iv) the Website, Application and/or the Application Functions being compatible or working with any third party software, applications or third party services.

9.2 Healthapps and its partners are not liable for:

9.2.1 the potential and inherent risks associated with remote medical consultation and prescription through a Device, including without limitation: (i) the information transmitted by you or the Healthcare Provider may not be sufficient or accurate (e.g. poor lighting or sound) to allow for appropriate healthcare decision making, thus necessitating consultation with a doctor in person; (ii) reliance on self-measurement and reporting of symptoms, including body temperature, blood pressure and weight, may result in inaccurate evaluation and diagnosis; (iii) a lack of access to all your health records; and/or (iv) software, hardware, or data transmission problems or failures may impede, or cause disputes or delays in, evaluation, diagnosis or treatment;

9.2.2 any loss caused to or damage incurred or suffered by you or any person by reason of or arising from or as a consequence of any use of your account information and/or the Platforms or Services, performing any transactions, purchase and/or arrangement of delivery of Product, and obtaining and/or making any payment of any monies belonging to you;

9.2.3 any loss caused to or damage incurred or suffered by you or any person by reason of your erroneous, wrongful or fraudulent uploading of information, images, laboratory test results or diagnostic images, or provision of information by you to the Platform or the Healthcare Provider for the purposes of your use of the Platform or the Services;

9.2.4 any loss, damage or liability which may arise in connection to Services offered or Healthcare Products. All indirect and/or intangible damage, including without limitation, loss of income and consequential damages is excluded from Healthapps's liability;

9.2.5 for the actions or inactions of any providers of Services in relation to you, your activities or for or in connection with Services; and

9.2.6 any suspension, discontinuation, upgrade or modification to the Application or Application Functions which we may carry out from time to time without giving any reason or prior notice to you which affects your use of the Services, Application and/or the Application Functions .

The exclusions and/or limitations of liability in this Agreement shall not apply to the extent that such exclusions and/or limitations are prohibited by applicable law, including liability for death or personal injury arising from Healthapps's negligence.

## 10 INDEMNITY

10.1 You agree to fully indemnify and hold harmless Healthapps, our affiliates, related companies, members, officers, employees, agents, partners and service providers (collectively, the "Indemnitees") from and against any claim, demand, loss, damage, cost, or liability (including legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from (a) any information or content which you submit, post, transmit, communicate, send, publish, upload or otherwise make available through the Application; (b) your breach

of this Agreement and any terms relating to your use of the Application; (c) your access or use of the Application; (d) any action taken by us either as part of our investigation of any suspected breach of this Agreement or as a result of our finding or decision that a breach of this Agreement has occurred; and (e) your breach of any rights of any other person.

## **11. LIMITATION OF LIABILITY**

11.1 To the maximum extent allowed under applicable law:

11.1.1 the Indemnitees shall not be liable for any claim, damage or loss of any kind of any nature whatsoever caused and howsoever arising as a result (direct or indirect) of or otherwise in connection with your use of or reliance on the Website and/or Application, including but not limited to any claim, damage or loss suffered (whether incidental, special, indirect or consequential) as a result of or in connection or in reliance of any content or any other information made available or accessed on or through the Application or contained in or available from the Application or your use or reliance on any products or services available on or accessed via the Website and/or Application and/or the Application Functions or any infringement of any rights arising in connection therewith, including without limitation any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity, regardless of the cause thereof and even if we have been advised of the possibility thereof; and

11.1.2 in no event shall the Indemnitees be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Application or any third party software or applications in conjunction with the Application, howsoever caused, regardless of the theory of liability (contract, tort or otherwise) and even if we have been advised of the possibility of such damages.

11.2 In the event that Healthapps is held liable, Healthapps shall only be responsible for direct losses or damages which may be reasonably expected to result from the circumstances and provided such losses and damages were caused by Healthapps's gross negligence or wilful default.

## **12. TERMINATION**

12.1 We have the right to terminate or suspend your account in our sole and absolute discretion without prior notice to you, for any reason at any time. Notwithstanding any such termination or suspension, you remain liable for the outstanding amounts incurred by you.

12.2 You may deactivate/terminate your Account at any time, for any reason by navigating to the "Account Deletion" page within our Application. Alternatively, you may deactivate/terminate your Account by sending an email to [admin@MyVitalSigns.asia](mailto:admin@MyVitalSigns.asia)

12.3 After such termination, Healthapps:

12.3.1 will have no further obligation to provide the Services; and

12.3.2 subject to applicable law and the Privacy Policy, reserves the right to retain, delete or destroy all information, communications and materials stored, posted or uploaded to the Application pursuant to its internal record retention and/or content destruction policies, including, but not limited to, your personal data and medical records.

12.4 Upon termination, you will cease to use the Platforms immediately.

12.5 To the extent permitted by applicable law, the disclaimers, indemnities, limitations on liability, termination and your representations and warranties shall survive any termination of this Agreement.

## **13. FORCE MAJEURE**

Neither Healthapps nor any providers of Services under this Agreement shall be liable for delay in performing obligations or for failure to perform obligations under this Agreement if the delay or failure resulted from events, causes and circumstances beyond its reasonable control, including but not limited to, acts of God, governmental acts (including directives issued by regulators and amendments to legislation), shut down or failure of telecommunications facilities or networks, failures or acts of application distributors, failure of information technology or telecommunications equipment or facilities, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, epidemics, flood, fire, explosion, accident, civil commotion, industrial dispute, or impossibility of obtaining materials.

## **14. GENERAL**

14.1 This Agreement, the Privacy Policy and the documents in it, constitutes the entire agreement and understanding between you and Healthapps relating to the Application and you have not entered into this Agreement in reliance upon any representation, warranty or undertaking of Healthapps which is not set out in this Agreement. Nothing in this Agreement shall however operate to limit or exclude liability for fraud.

14.2 We may from time to time update these terms of this Agreement by posting amendments at the Website or on the Application. By your continuing use of the Website and/or Application after any such amendment, you agree to be bound by this Agreement as so amended.

14.3 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

14.4 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

14.5 We may seek immediate injunctive relief if we make a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is an appropriate or adequate remedy.

14.6 Healthapps may give notice by means of a general notice on the Application, or by electronic mail to your email address, by SMS to your mobile phone number, or by written communication sent by registered mail to your address. Your contact details for such notices

shall be based on your details in Healthapps's records. You may only give notice to us in writing sent to our designated address or e-mail address.

14.6.1 Notices shall be deemed to have been duly given and received upon the expiration of 48 (forty-eight) hours after mailing or posting (if sent by registered mail), 2 (two) hours after sending (if sent by email), provided that no automated message is received stating that the email has not been delivered, or immediately (if sent by SMS). Notices on the Application shall be deemed to have been received by you whether or not you actually access the notice. While we endeavour to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed.

14.6.2 This clause does not apply to notices issued in respect of legal proceedings.

14.7 The provisions of the Agreement are severable, and if any provision, or any portion thereof, is determined by a competent court or tribunal to be illegal, invalid or unenforceable for any reason, any remaining portion of that provision, and all other provisions of the Agreement, shall remain valid and enforceable to the fullest extent permitted by law in order to give effect to the Parties' intentions.

14.8 We reserve the right to delegate or sub-contract the performance of any of our Application Functions or Services or obligations in connection with HA Wallet to any related company, service provider, subcontractor and/or agent on such terms as we may deem appropriate.

14.9 You may not assign your rights or transfer your obligations under this Agreement without our prior written consent but we may assign our rights or transfer our obligations under this Agreement to any affiliate or third party at our sole discretion.

14.10 Save for the related companies of Healthapps, partners of Healthapps and as expressly provided in this Agreement including without limitation as referred to in Clause 10, a person who is not a party to this Agreement shall have no right to enforce or enjoy the benefit of any term of this Agreement under the Malaysian Contracts Act 1950 (Act 136). Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

14.11 In the event that this Agreement is executed or translated in any language other than English, to the extent allowed under law, the English language version of this Agreement shall govern and shall take precedence over the foreign language version.

## **15. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or in connection with this Agreement through amicable negotiations (which shall be commenced by either party giving written notice to the other). In the event that such dispute cannot be resolved by amicable negotiations within thirty (30) days of either party giving written notice to the other party that a dispute has arisen, the dispute shall be submitted by either party for resolution by the courts of Malaysia which courts shall have exclusive jurisdiction.

If you have any questions on this Agreement, our policies or FAQs, or if you have any difficulties with the website and/or application or payment, please contact us at <https://MyVitalSigns.asia/contact-us/> or email at [admin@MyVitalSigns.asia](mailto:admin@MyVitalSigns.asia)

Effective date: 1 April 2023