

# TERMS OF SERVICE

## 1.0 Introduction

- 1.1 For the purpose of these Terms of Service, wherever the context so requires the term 'You'/ 'User' shall mean any natural or legal person who is using/has used this Website (traveller.emedasia.com).
- 1.2 The term 'We'/ 'Us'/ 'Our'/ 'eMedAsia' shall mean eMedAsia Sdn. Bhd.
- 1.3 The term 'Website' shall mean traveller.emedasia.com.
- 1.4 The term "Clinic" shall mean the healthcare facility that provides the COVID-19 screening services to User.
- 1.5 By accessing, visiting and/or using this Website, or any part thereof, User agree and consent to all of the Terms and Conditions herein.
- 1.6 The terms, conditions, representations, information, materials and/or all other forms of content of this agreement, this Website, as well as pertaining to any of the services and/or products referred thereto, may be amended, altered, replaced, updated deleted and/or discontinued, whether in whole or in part thereof, without any notice to User.
- 1.7 The User acknowledges that the eMedAsia Website is merely a platform for Clinic to sell their COVID-19 screening services, therein and while we endeavour to ensure the credentials and authenticity of the Clinic on the Website, we make no representation or warranty whatsoever of any kind, express or implied, regarding the actions, advice, quality, fitness of the products for a particular purpose, the adequacy, validity, reliability and/ or availability of any kind by the Clinic including but not limited to the Medical Products provided and You are advised to make Your own research and/ or seek the necessary advice (if applicable) before making a purchase and/ or engaging the services of our Clinic on the Website.

BY USING EMEDASIA SERVICES OR PLACING AN ORDER, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE

FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO PLACE AN ORDER AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT PLACE AN ORDER UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS PLACING AN ORDER, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

## **2.0 Communications**

- 2.1 By using this Website, it is deemed that User have consented to receiving calls, auto-dialed and/ or pre-recorded messages or calls, from Us at any time with the use of the telephone number that has been provided by You for the use of this Website, subject to the Privacy Policy. This includes contacting You through information received through other parties as well as contacting other parties through the information You provide to Us. In case You wish to stop contact with Us for the same, You may send Us a mail to the effect at [help@emedasia.com](mailto:help@emedasia.com).
- 2.2 You may also be contacted by Clinic with whom We have entered into a contract in furtherance of Our rights, duties and obligations under other agreements, contracts and policies followed by Us. Such contact will be made only in pursuance of the respective contracts, agreements and/ or policies.
- 2.3 The sharing of the information provided by You will govern by the Privacy Policy. We will not give out such Your contact information to third parties not connected with the Website and the services offered by it, and/ or for any purpose not in furtherance of the activities and aims of eMedAsia. Please refer to the 'Privacy Policy' for more information.

## **3.0 Purchase**

- 3.1 Service prices listed on this Website are subject to change without any notice to User. You further acknowledge and agree that prices listed may be susceptible to human and system errors. In the event where any accepted order is affected by such a price error, You agree that eMedAsia shall be entitled to refuse

performance of such accepted order and that You consent to withdraw such accepted order. In such an event, You agree that a refund of the accepted order amount shall be the full and final relief that is adequate and sufficient to fully discharge any and all claims by You.

3.2 eMedAsia attempts to be as accurate as possible when describing its services on this Website. However, to the extent permitted by applicable law, it is not warranted that the service descriptions, information or other content available on this Website are error-free. You further acknowledge and agree that the actual performance of the service may slightly differ from the photographs displayed on this Website.

3.3 All services displayed on this Website are subject to availability. Due to the nature of online platforms, there may be discrepancies in the availability as listed on this Website.

3.4 Any and all orders and payment shall only be placed and made by You in accordance with the methods that are expressly available on this Website. Any orders placed by You shall only constitute a valid offer to purchase by You if it is accompanied by the required payment.

3.5 Your orders shall only be regarded as accepted (“accepted order”) upon Clinic accepting Your order through email.

3.6 In the event that payment has been made by You but Your order has not been accepted by eMedAsia, You will be notified of such non-acceptance and Your payment will be refunded. In any event, You agree that eMedAsia has the right to refuse to perform any accepted and paid orders and in such a situation, a refund of the affected order shall be the full and final relief that is adequate and sufficient to fully discharge any and all claims by You.

3.7 While availing any of the payment method(s) available on the Website, We shall not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

3.7.1 Lack of authorization for any transaction(s), or

3.7.2 Exceeding the preset limit mutually agreed by You and ‘Bank(s)’ or financial service provider, or

3.7.3 Any payment issues arising out of the transaction, or

3.7.4 Decline of transaction for any other reason(s).

#### **4.0 Cancellations and Refunds**

- 4.1 The Website shall be only an intermediary connecting the User with the Clinic of the service booked. Once the appointment has been made, eMedAsia shall inform the respective Clinic who shall provide the services at the agreed time, location, and mode provided at the time of booking the service, and a confirmation or rejection shall be given by Clinic to the User through email.
- 4.2 For all the COVID-19 screening services, once an appointment has been made and it is confirmed at Our end, no amount shall be refunded, in the event of a cancellation initiated by the User.
- 4.3 For all the COVID-19 screening services, there will be no refunds for any booking if the confirmed appointment date is missed, and there will be no rescheduling within 48 hours of the missed appointment date and time.
- 4.4 However, in certain circumstances, eMedAsia at its discretion shall permit a refund of the full or partial amount if the Clinic becomes unavailable, or if no Service is available for User. The decision of eMedAsia shall be final in such cases.

## **5.0 User Obligations**

- 5.1 You are a restricted user of this Website.
- 5.2 Other than when expressly allowed, any use of Our Content, data and information, and it being reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial or noncommercial purposes, without Our express prior written consent is not allowed.
- 5.3 You shall not make use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website.
- 5.4 This Website by nature allows You to upload information; You undertake to ensure that such material is in accordance with applicable laws. Further, You undertake not to:

- 5.4.1 Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- 5.4.2 Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Website or any affiliated or linked sites;
- 5.4.3 Use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or other third parties;
- 5.4.4 Violate any applicable laws or regulations for the time being in force within or outside Malaysia;
- 5.4.5 Violate the Terms of Service including but not limited to any applicable Additional Terms of the Website contained herein or elsewhere;
- 5.4.6 Directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

5.5 You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena.

5.6 In no event shall We assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/ or appearance of Content on the Website.

## **6.0 Disclaimers**

6.1 You understand that the Website is a platform where User utilize the services/ specialty provided therein.

6.2 User is to abide by the cancellation/ refund policies set out in Section D of these Terms and Conditions.

6.3 By accepting these Terms of Service, You acknowledge that You understand and agree with the following:

- 6.3.1 All of the Healthcare Professionals who deliver Services through eMedAsia are independent Healthcare Professionals solely responsible for the services each provides to You;

- 6.3.2 eMedAsia does not practice medicine or holds itself out as any other licensed profession and does not interfere with the practice of medicine or any other licensed profession by Medical Professional, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license;
- 6.3.3 All communication between the Clinic and You is a separate transaction which includes without any limitation all warranties related to consult and after consult services related to consult. We do not have any control over such information and play no determinative role in the finalization of the same and hence do not stand liable for the outcomes of such communication;
- 6.3.4 For complimentary chat service, most inquiries and basic chats will be handled by our customer service department. Customer service is tasked to answer Your basic questions for screening purposes before proceeding to medical consultation with the Medical Professional. Any information provided by the customer service should not be deemed as medical advice;
- 6.3.5 Subject to the above sub-clauses, a contract exists between the Clinic and You and as such any breach of contract and thus, any claim arising from such breach is the subject matter of the Clinic and You alone and We are in no way a party to such breach or involved in any suit arising from the same breach;
- 6.3.6 Reliance on any content provided on Website or any links on eMedAsia Website is solely at Your own risk. We reserve the right to change or discontinue, at any time, any aspect or feature of this Website.

6.4 You do hereby unconditionally and irrevocably agree to give consent to Us to collect, hold, use, delete, disclose, transfer, administer, store and process (within or outside Malaysia) in any other way, all Your personal data (including sensitive personal data and personal data of other party provided by You) given now or that is subsequently obtained from time to time, which may include but not limited to Your name, NRIC number/Passport number, contact information, medical related information for our internal use and records.

6.5 You do hereby unconditionally and irrevocably agree to give consent to Us to disclose and release Your personal data to third party service providers, agents and other organizations we have engaged to perform any of the functions and services for You.

## **7.0 Compliance with Laws**

7.1 The User of the Website shall comply with all the applicable laws applicable to them respectively for using Payment Facility and the Website.

## **8.0 Breaches of these Terms and Conditions**

8.1 Without prejudice to our other rights under these Terms of Service, Your rights under the agreement may automatically terminate without notice if You fail to comply with its Terms. If You do not comply with the Terms, We have the right to take any action We deem appropriate. We may terminate the Agreement or restrict, suspend or terminate Your access to the Website or Your use of the Service at Our discretion without notice at any time and/or bringing court proceedings against You, including if We determine that Your use violates the Agreement, is improper, substantially exceeds or differs from normal use by other users, or otherwise involves fraud or misuse of the Service or harms our interests or those of another user of the Service or of a Third Party.

## **9.0 Third Party Information**

9.1 The Website may contain links to/ content of third party websites that are not associated with Us. We have no control over any third party user generated content as We are merely an intermediary for the purposes of that content.

9.2 In the event, if any of the Third Party Content infringes any Intellectual Property of any person, the Third Party shall be solely responsible for any loss caused and We shall not be liable. You may send as an email to [help@emedasia.com](mailto:help@emedasia.com) to report any such content.

## **10.0 Miscellaneous**

10.1 We reserve the right to change these Terms of Service at any time in its discretion without notice or liability to User. Your continued use of the Website after the posting of any amended Terms of Service shall constitute Your agreement to be bound by any such changes.

10.2 In the event where any term herein is invalidated, all other remaining Terms shall continue to remain in force as if the invalidated term has been severed and do not form part of the Terms herein, provided always that the intention of the parties are not defeated.

10.3 The Terms herein shall be governed by the laws of Malaysia and that User hereby irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

10.4 We hereby reserve the right to block usage of the Website if any breach of the Terms of Service is caused by a User. This can in no way be construed as a waiver of any legal right under Malaysian law to claim any damages or initiate any legal proceedings against the User.

LEGAL NOTICES: Please send all legal notices to sales@emedasia.com and Attention it to the "General Counsel".

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE "PLACE ORDER" OR "SUBMIT" BUTTON WHEN USING THE SERVICES, I UNDERSTAND THAT I AM SUBMITTING MY PERSONAL INFORMATION, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.