

TERMS OF SERVICE

1.1. The platform name Encore Med (hereinafter referred to as 'Platform') is provided to RSDH (Malaysia) Sdn Bhd ("RSDH") by Encore Med Sdn Bhd (hereinafter referred to as 'Company').

1.2. Wherever the context so requires the term 'You' / 'User' shall mean any natural or legal person who has visited the Platform by entering the domain name in any internet browser. The term 'We' / 'Us' / 'Our' shall mean RSDH.

1.3 By visiting the Platform, You are bound by and accept these Terms of Service, policies and any other binding document as decided by RSDH which takes effect on the date on which You first use the Platform. You are requested to read them carefully before accepting the same and moving forward to accessing the Platform. If You do not agree with these Terms of Service, you should cease using the Platform immediately.

1.4. You will be subject to the rules, guidelines, policies, terms, and conditions as applicable to any service that is provided by this Platform and they shall be deemed to be incorporated into this Terms of Service and shall be considered as part and parcel of this Terms of Service. We hold the sole right to modify the Terms of Service without prior permission from You or informing You.

1.5. The User may also upload his medical records and other health-related data on the Platform to support consultation with the Medical Professional. These records must be uploaded onto secure Encore Med platform after successful registration and sign-in. We are not liable to any records, data, pictures or documents submitted by any other means such as personal email, mobile, sms or any messaging platform.

2. MEMBERSHIP/USAGE

2.1. The membership/usage of the Platform is restricted to those above 18 years of age, or to such group that can be termed to have attained 'majority' under Malaysian laws or to emancipated minors, who possess legal parental or guardian consent, or are in a position so as to be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

2.2. Further, You are solely responsible for protecting the confidentiality of your username and password and any activity under the account will be deemed to have been done by You. In the case that You provide us with false and inaccurate details, We hold the rights to suspend Your account and/or terminate this Agreement without being held liable for the same.

2.3 By using this Platform, you agree that you shall not record, copy or do anything of that effect at any time.

3. COMMUNICATIONS

3.1. By using this Platform, it is deemed that You have consented to receiving calls, auto-dialled 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 Platform 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.

3.2. The sharing of the information provided by You will be governed by the RSDH Data Privacy Policy.

4. PAYMENT

4.1. You shall be required to pay for the consult as stated in the payment page at the time of usage and in the event that medication(s) is prescribed by a Medical Professional, you shall be required to pay for the medication(s) in the payment page if you would like to procure the medication(s), alongside delivery costs where applicable.

4.2. While availing any of the payment method(s) available on the Platform, 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:

4.2.1. Lack of authorization for any transaction(s), or

4.2.2. Exceeding the preset limit mutually agreed by You and 'Bank(s)' or financial service provider, or

4.2.3. Any payment issues arising out of the transaction, or

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

5. USER CONTENT

5.1. The content that You upload or post will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include any content You provide and are not entitled to any payment or other compensation for such use. You also grant Us the right to sub-license these rights, and the right to bring an action for infringement of these rights. We reserve the right to edit or remove any material submitted to this Platform, or stored on Our servers, or hosted or published upon this Platform.

5.2. In case any content is considered to be unlawful or against the law within any jurisdiction in which Our Platform can be seen and accessed, it shall be removed forthwith by Us on being intimated by the authorities of the respective jurisdiction that such content is deemed unlawful. We cannot be held liable or questioned for the same.

6. USER OBLIGATIONS

6.1. 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 Platform) 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.

6.2. We have no obligation, to monitor the material posted on the Platform. We shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Service. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM.

6.3. 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 Platform.

6.4. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.

7. CANCELLATIONS AND REFUNDS

7.1. The Platform shall be only an intermediary connecting the User with the Medical professional of the service booked. Once the appointment has been made and a confirmation has been given to the User, the Company shall inform the Medical professional who shall render the consult at the agreed time, location and mode provided at the time of booking the service. This includes procurement of medication(s) prescribed by a Medical Professional and subsequent medication(s) delivery to User as well.

7.2. 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. In the event that medication(s) is prescribed by a Medical Professional and User decides to procure the medication(s) and the order is confirmed at Our end, no amount shall be refunded, in the event of a cancellation initiated by the User.

8. LOCATION

8.1. Currently We provide video call and medication delivery services in Malaysia. While we can receive consultation requests from any location worldwide, we can only deliver medication to Malaysia for the time being.

9. DISCLAIMERS

9.1. You understand that the Platform is a platform that Users utilize to locate Medical Professionals and make appointments for video consult. Even though We take all the necessary steps to verify the authenticity of the Medical Specialist, You understand that We shall not be liable for any deficiencies including but not limited to misconduct, injury caused or lack of knowledge from the end of the Medical Specialist. We are not a party to such interaction and take no liability that arises from any such acts of the Medical Specialist.

9.2. Healthcare Services

9.2.1. Neither RSDH, its allied health staff nor any third parties who promote the services or provide you with a link to the service shall be liable for any professional advice you obtain from a Medical Professional via the services.

9.3 Medicine Prescriptions

9.3.1 For each session, the Medical Professional may at their sole discretion prescribe medicines based on conditions provided by you to them.

9.3.2. During the end of each session of consulting with the Medical Professional, you may also intend to request for prescribed medicines. In the event you opted to place an order and accept the prescription medicines as prescribed by the Medical Professional and agreed to dispensing of prescription medicines by our pharmacies, you are required to make payment for the prescribed medicines ordered at the price

as indicated by our hospital. We are not responsible for the unavailability of any items ordered. If you are not agreeable to the price charged for the medicines offered by our pharmacies, please do not proceed with the payment. Once you have proceeded with payment as instructed by our hospital you will assume to have accepted the medicines at the price as indicated. There shall be strictly no refund and no exchange for goods or service once payment have been made. Our hospitals reserve the right to not dispense medicines to you.

9.3.3. Upon receiving the prescription from the Medical Professional with your acceptance to the order placement and successful payment, RSDH's hospital shall work to dispense the prescription medicines. In the event if you are unable to collect your own medicine, please present an authorization letter for the person collecting on your behalf. You or your authorized carer are jointly and severally responsible for signing the medicine package upon delivery.

9.3.4. Please further note that only delivery within Malaysia is allowed. Additional charges and/or costs for delivery and/or all prevailing statutory taxes and/or any future taxes that may be in force at any point of time may be charged to you.

9.3.5. You are responsible for informing the Medical Professionals if you are taking any other medications, supplements and traditional medicine. You are responsible for informing the Medical Professionals of your current health status and personal medical information/records. You are also responsible for informing the Medical Professionals of any allergies. Medical Professionals and RSDH are not responsible for any allergic reactions resulting from allergies that were not clearly stated and /or allergies that are not previously identified or known.

9.3.6. **WARNING** – You must check all items dispensed to you and should not take any medication that appears to have been tampered with or which may have been dispensed in error. Failure to abide by this warning could seriously damage your health and RSDH and Medical Professionals are not responsible should you fail to notify us of any damage or error.

9.4. Informed Consent:

9.4.1. The Platform provides a platform to deliver health care services using interactive audio and video technology, where the patient and the medical professional are not in the same physical location. During your telehealth consultation with a Medical Professional, details of your health history and personal health information may be discussed with you through the use of interactive video and audio technology.

9.4.2. The telehealth Services you receive from Medical Professional are not intended to replace a primary care physician relationship or be your permanent medical home.

9.4.3. You should seek emergency help or follow-up care when recommended by a Medical Professional or when otherwise needed, and continue to consult with your primary care physician and other Medical Professionals as recommended.

9.4.4. You will have direct access to the hospital to follow up on medication reactions, side effects or other adverse events.

9.4.5. Among the benefits of our services are improved access to healthcare professionals and convenience. However, as with any health service, there are potential risks associated with the use of telehealth. These risks include, but may not be limited to:

9.4.5.1. In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate health care decision making by the Medical Professional;

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

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

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

9.4.6 By accepting these Terms of Use, you acknowledge that you understand and agree with the following:

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

9.4.6.2. You understand that the laws that protect the privacy and security of health information apply to telehealth, and have read RSDH Notice of Privacy, which describes these protections in more detail.

9.4.6.3. Your Medical Professional may determine that the Services are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide telehealth services to you through the Site.

9.5 All communication between the Medical professional 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.

9.6. Subject to the above sub-clauses, a contract exists between the Medical professional and You and as such any breach of contract and thus, any claim arising from such breach is the subject matter of the Medical Professional and You alone and We are in no way a party to such breach or involved in any suit arising from the same breach.

9.7. You do hereby grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty- free, sub-licensable right to exercise the copyright, publicity, and database rights you have in Your information, in any media now known or not currently known, with respect to Your information to enable Us to use the information for the purpose of providing the services.

9.8. 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.

9.9. 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 organisations we have engaged to perform any of the functions and services for you.

9.10. You do hereby unconditionally and irrevocably agree to give consent to Us to disclose and release your personal data for any purpose required by law or regulations.

9.11. You release and indemnify Us and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Platform and specifically waive any claims that You may have in this behalf under any applicable law. Please note that there could be risks in dealing with underage persons or people acting under false pretense.

10. COMPLIANCE WITH LAWS

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

11. DISCLAIMER OF WARRANTIES AND LIABILITIES

11.1. You expressly understand and agree that, to the maximum extent permitted by applicable law:

11.1.1. the Platform, services and other materials are provided by this Platform is on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, we make no warranty that:

11.1.1.1. Your requirements will be met or that services provided will be uninterrupted, timely, secure or error-free;

11.1.1.2. Materials, information obtained and results will be effective, accurate or reliable;

11.1.1.3. Any errors or defects in the Platform, services or other materials will be corrected

11.1.2. we will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. We also disclaim all liability with respect to the misuse, loss, modification or unavailability of any user content.

11.1.3. The User understands and agrees that any material or data downloaded or otherwise obtained through the Platform is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data.

11.1.4. we shall not be liable for any third-party product or services.

12. LIMITATION OF LIABILITY

12.1. IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL RSDH, OR ANY OF ITS REGISTERED MEDICAL PRACTITIONERS PROVIDING HEALTHCARE USING THE PLATFORM, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE

INABILITY TO USE, THE PLATFORM, SERVICES OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, THE SERVICES, VIA THE PLATFORM, LOST BUSINESS, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF RSDH TO A USER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS ARRANGEMENT, OR TELEMEDICINE FACILITY OR A USER'S USE OF THE PLATFORM OR THE SERVICES EXCEED, IN THE AGGREGATE THE CONSULTATION FEE PAID FOR EACH CONSULTATION.

12.3 THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. SEVERABILITY

13.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

14. NO WAIVER

14.1. Our failure to insist upon or enforce your strict compliance with the Agreement will not constitute a waiver of any of our rights.

15. DISPUTE RESOLUTION

15.1. The Parties expressly agree that this Terms of Service, policies and any other agreements entered into between the Parties are governed by the laws, rules and regulations of Malaysia without regard to its conflicts of law provisions as well as it shall have exclusive jurisdiction over any disputes arising between the Parties.

15.2 The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect. In the event of termination of this Agreement for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Content, the license(s) you have granted to the Platform/Company, and all other provisions for which survival is equitable or appropriate.