

## **TERMS OF USE FOR AVIHEALTH APP**

By downloading our proprietary mobile application software, hereby referred to as "AviHealth" (or the "Application"). You accept and agree to be bound by the following terms of service (the "Agreement") by downloading and using the Application.

If you do not agree to any or all of the terms of this Agreement, you may click "Disagree/Decline". Clicking "Disagree/Decline" will prevent you from being able to use the patient portal. All users have access to AviHealth's publicly available content. AviHealth's functionality and accessibility depend on databases, systems, and technologies that are not within our control. We do not promise that AviHealth will always be available or function without interruption. If AviHealth access is delayed or unavailable for any length of time, we shall not be held responsible. Anytime, for any reason, and without prior warning, AviHealth may update and change the terms of this agreement. When AviHealth posts revised terms at this site, in updated policies, or in additional terms on the relevant services, they will take effect.

### **1. Registration and Membership**

- 1.1 Thank you for choosing to download AviHealth, a mobile app that provides users with convenient and rapid access to a range of healthcare services. Choosing and submitting a request for specific healthcare services, such as scheduling appointments, is possible with AviHealth.
- 1.2 By providing AviHealth App with the Account information requested, you represent and guarantee that all of the personal data you have provided is accurate and true. You agree to maintain accurate, complete and up-to-date information in your Account. Your failure to maintain accurate, complete and up-to-date Account information. AviHealth reserves the right to refuse or cancel your Account or your use of the Application and/or the Services if AviHealth determines that you have not provided complete and accurate information regarding your identity and/or have not provided accurate health information and the failure to provide such accurate information would amount to a fundamental breach of this Agreement on your part.
- 1.3 You also agree that you will not choose or use a user name that: (i) belongs to another person or is used with the intent of impersonating another person; or (ii) is subject to any rights of a person other than you without appropriate authorization. You may never use another person's Account or log in details to access the Application.
- 1.4 Please DO NOT share your user name and password with anyone. If you share your user name and password with anyone, you will compromise the security of your communications via the patient portal and AviHealth will not be liable for it.

### **2. Eligibility**

- 2.1 You must reside in Malaysia and be 18 years of age or older to use the Application and the Services provided through the Application.
- 2.2 You must notify us immediately of any change in your eligibility to use the Services including without limitation any changes to your medical condition or physical fitness.

### **3. Account Verification**

- 3.1 When a user signs up on the AviHealth App, the personal details inserted will be matched with our hospital records. If an individual account matching the email, IC number, and phone number provided during sign-up is found in our hospital records, we will initiate account verification. A default password will be sent to the email address registered in the hospital information system. Upon entering the correct default password, the account will be verified ("Verified User").

### **4. Our Services**

#### **4.1 Online Appointment Booking**

AviHealth enables you to make appointments with our doctors and/or other healthcare services (collectively, "the Doctor") that have engaged respective doctors to list their available time slots to be booked online using the App. By accessing the App, you are able to view the Doctor's roster and their availability and to provide the Doctor a platform to communicate and facilitate clinic appointment with you. AviHealth has no control over and cannot guarantee the availability of the Doctor at any particular time, such responsibility is upon the Doctor themselves. The Doctor shall reserve the right to accept or decline any appointment made through the App.

AviHealth shall not be held liable for cancelled or unfulfilled appointments, but will only be held responsible for rescheduling.

#### **4.2 Adding Dependents**

Verified Users may add dependents to their account. To add a dependent, you must provide the IC number only. You must bring the physical IC card for review and approval process. You are responsible for managing the appointments and information of your dependents.

### **5. Internet Delays**

- 5.1 You acknowledge that the Service and/or the Application may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications, including the device used by you or the Treating Providers / First Ambulance being faulty, not connected, out of range, switched off or not functioning. AviHealth is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

### **6. Account security**

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

information. You have been informed of the risks of transmitting your personal information by an unsecured means.

- 6.2 Once it is received, your personal information and that of any minor for whom you are responsible is kept secure by AviHealth, the Doctor, and the Treating Providers, in accordance with applicable law.

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

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

- 7.2 By using the Application, you agree that your use:

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

## **8. MEMBER CONDUCT**

- 8.1 We reserve the right to terminate your Member status if you misuse the Application, our Services or our website, or if you violate this Agreement including, without limitation, the following rules of conduct:

- 8.2 You may not:

- a) Upload, post, or transmit to the Doctor or Treating Providers by any means, or otherwise make available any content or materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) Impersonate any person or entity, including another Member, Treating Providers, or an employee of AviHealth, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- c) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted;
- d) Upload, post, email, or otherwise transmit through the Application by any means, content, materials, or comments that could be characterized as “medical advice;”
- e) Attempt to interfere with or disrupt our servers or networks;
- f) Intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of law;
- g) Stalk or otherwise harass another user or Member of our Services or any of our employees, or the independent Doctor or Treating Providers;
- h) Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users, any minors, or Members, including user names or passwords; or access or attempt to access another user’s account without his or her consent or, in the case of a minor, that of the minor’s parent or guardian or other responsible adult.

## **9. DISCLAIMERS OF WARRANTIES**

YOU USE THE APPLICATION, THE SERVICES, INCLUDING THE DOCTOR’S AND HEALTHCARE PROFESSIONALS’ SERVICES, AND OUR WEBSITE AT YOUR OWN RISK. AVIHEALTH EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS OR EFFICACY OF THE CONTENT OF THE APPLICATION, AND ASSUMES NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY ERRORS, MISTAKES, OR INACCURACIES IN SUCH CONTENT OR IN THE SERVICES PROVIDED BY AVIHEALTH OR THE SERVICES, INFORMATION AND ADVICE PROVIDED BY THE DOCTOR OR HEALTHCARE PROFESSIONAL OR THROUGH OUR APPLICATION OR WEBSITE. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE APPLICATION SERVICES, OUR WEBSITE, THE DOCTOR AND HEALTHCARE PROFESSIONALS AND THE CONTENT AND SERVICES AVAILABLE THROUGH THE FOREGOING IS ON AN “AS-IS” AND “AS AVAILABLE” BASIS AND AVIHEALTH SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AVIHEALTH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT, AND MATERIALS AVAILABLE THROUGH THE APPLICATION OR OUR WEBSITE, INCLUDING WITHOUT LIMITATION THE AVAILABILITY, USE, OR RESULTS OF SERVICES PROVIDED BY THE INDEPENDENT DOCTOR AND HEALTHCARE PROFESSIONALS. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN AVIHEALTH’ LIABILITY AND RESPONSIBILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. You acknowledge and agree that Avisena does not provide medical advice, diagnosis, or treatment, and is strictly a technology platform and infrastructure for connecting patients with independent third-party Treating Providers in the AviHealth network. Before relying on the information on AviHealth, you should do your own checks and obtain professional medical advice relevant to your particular circumstances. AviHealth may not cover all information available on a particular issue, and the information may not always be accurate, complete or up-to-date. The information on AviHealth is not intended to be a substitute for the advice of a medical professional. You should never disregard or delay in seeking professional medical advice because of something you have read on AviHealth. All information contained in AviHealth is for informational purposes only and is to be used at your own risk. We do not accept any responsibility for any reliance by you on the information contained in AviHealth.

You acknowledge and agree that the Treating Providers using the Application are solely responsible for and will have complete authority, responsibility, supervision and control over the provision of all medical services, advice, instructions, treatment decisions and other professional health care services performed, and that all diagnoses, treatments, procedures and other professional health care services will be provided and performed exclusively by or under the supervision of Treating Providers, in their sole discretion, as they deem appropriate.

#### **10. LIMITATION OF LIABILITY.**

YOU ACKNOWLEDGE AND AGREE THAT AVIHEALTH SHALL NOT BE LIABLE TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AVIHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE APPLICATION OR SERVICES; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON OR THROUGH THE APPLICATION, SERVICES OR ANY WEBSITES LINKED TO THE APPLICATION OR WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SITE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE APPLICATION OR SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS, SERVICES OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE APPLICATION, SERVICES OR ANY DOCTOR OR HEALTHCARE PROFESSIONAL; OR (F) ANY OTHER MATTER RELATING TO THE APPLICATION OR SERVICES. IN NO EVENT SHALL AVIHEALTH'S TOTAL LIABILITY TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT – INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE – OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO AVIHEALTH TO USE THE SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, AVIHEALTH'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

#### **11. Use with Your Mobile Device**

Use of these Services on a mobile device requires a compatible mobile device, internet access and an internet browser. You agree that You are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of Your agreement with Your mobile device and telecommunications provider.

WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; OR ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES; FAILURE TO TRANSMIT ANY DATA; COMMUNICATIONS; OR SETTINGS CONNECTED WITH THE SERVICES

## **12. Indemnification.**

You agree to defend, indemnify, and to hold harmless AviHealth with its respective affiliates, directors, officers, agents and employees, from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses and attorneys' fees on account thereof) arising, resulting from or relating to:

- a) your use of the Application, Services or our website or your inability to use the Application, Services; or
- b) an allegation that you violated any representation, warranty, covenant or condition in this Agreement. Your agreement to defend, to indemnify, and to hold AviHealth (and its officers and directors) harmless applies whether a claim against AviHealth is based in contract or tort (including strict liability), and regardless of the form of action, including but not limited to your violation of any third party right, a claim that the Application and Services caused damage to you or to any third party and/or your use and access to the Application and Services. In addition, you agree to indemnify, defend and hold harmless your Treating Provider(s) from and against any third-party claims resulting from your lack of adherence with the advice or recommendation(s) of such Treating Provider. This indemnification section shall survive your termination of or cessation of use of the Application and Services.

## **13. Waiver**

- 13.1 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

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

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

## **15. Assignments.**

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

## **16. Promotions and Offers.**

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

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

## **17. INTELLECTUAL PROPERTY**

- 17.1 The Company and its licensors and providers, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Site and all its contents, including without limitation the Software, text, materials, compilation of information, images, videos, displays, audio and design and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service/Site.
- 17.2 The Terms of Use do not constitute a sale agreement and does not convey to you any rights of ownership in or related to the Service or any intellectual property rights owned by the Company and/or its licensors. The Company name, the Company logo, and certain other material on the Site constitute trademarks or other intellectual property rights of the Company or its licensors/providers or other parties and no right or license is granted to use them. You must not reproduce, screenshot, distribute, modify, communicate to the public, download or transmit any of the material on this Site except as expressly permitted by these Terms of Use.

## **18. Opt Out/Un-enrolling.**

If you want to discontinue your use of the Patient Portal, you agree to click on the “Close Account” link from the Patient Portal home screen and follow the instructions to un-enroll. You understand that if you do this, you will no longer be able to use or access the Patient Portal and your account on the Patient Portal will be closed. You understand that any information stored in the Patient Portal at the time your account is closed and will be archived in our database.

## **19. Variation of Terms**

- 19.1 We reserve the right to amend these Terms at any time by publishing the updated version on this page. You are advised to visit this page from time to time to review the Terms because they are legally binding on you.  
We may modify or discontinue any features, services, tools, directories or content that form part of AviHealth at any time, with or without notice, and without liability

## **20. Severability**

- 20.1 This Agreement contains the final and entire agreement between you and AviHealth regarding your use of the Application Services and our website for yourself, a member of your household or for any minor for whom you are responsible, and supersedes all previous and contemporaneous oral or written agreements regarding your use of the foregoing.
- 20.2 The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation, which would render it valid and enforceable.

## **21. Governing Law**

- 22. This Term of Use shall be governed by and interpreted in accordance with the laws of Malaysia and the Parties hereby submit to the exclusive jurisdiction of the Malaysian Courts.

## **Privacy & PDPA Consent Notice**

For the purposes of processing your application and to continue with the contractual agreements entered between you and any entity within Avisena Healthcare, there may be a need to disclose your personal data to other departments within Avisena Healthcare and/or external parties. The external parties we disclose your personal data to may include but not limited to (1) governmental and regulatory authorities; (2) our business strategic partners; and/or (3) agents and/or outsourcing vendors (collectively, “External Parties”). These External Parties may locate, store, maintain and/or process your personal data within Malaysia.

Under the Personal Data Protection Act (PDPA) 2010, we are required to obtain your explicit consent when we collect and process your sensitive personal data. We collect your sensitive personal data in order to assess your application and to administer the products and services that you have signed up for.

## **Declaration**

By clicking “I agree and understand”, I am hereby declaring that I have read, understood and agree to terms of the Avisena Healthcare Privacy Notice and I am expressly consenting to and authorising Avisena Healthcare:

- i. To request for and to obtain all the personal information and data in this AviHealth for the purpose of processing this application and all other purposes which are required in relation to any products, services and promotions offered by Avisena Healthcare;
- ii. To disclose my personal data to the Other Entities and External Parties when required for the purposes stated therein; and/or
- iii. To collect and process my sensitive personal data for the purpose of this application (where applicable).

By clicking “I agree and understand”, I further confirm that all personal data (including sensitive personal data) that I have provided are all true, up-to-date and accurate. Should there be any changes to any of my personal data or intended to withdraw this consent, I shall notify Avisena Healthcare in writing immediately.