

# Medicare MyDoctor App Agreement for Doctors

## 1. Introduction

This Agreement (“Agreement”) governs your use of the **Medicare MyDoctor App** (the “MyDoctor App,” “App,” or “Service”), provided by **Integrated Medicare Solution Sdn Bhd** (“Medicare,” “we,” “us,” or “our”). By registering as a doctor and using the App to provide teleconsultations, you (“Doctor,” “Healthcare Provider,” “you,” or “your”) agree to be bound by this Agreement, the Privacy Policy, and any additional guidelines or policies that Medicare may issue (collectively, the “Policies”). If you do not agree to these terms, do not use the App.

## 2. Definitions

1. **MyDoctor App:** The digital platform enabling licensed healthcare professionals to offer teleconsultations to patients using the Medicare main user app.
2. **Healthcare Provider (Doctor):** A licensed physician or medical practitioner registered with Medicare who uses the MyDoctor App to provide professional medical services.
3. **Patient:** An individual who uses the Medicare main user app to receive teleconsultations and other health-related services.
4. **Services:** Telemedicine consultations, medical advice, electronic prescriptions, medical documentation, and related communications delivered via the MyDoctor App.
5. **Personal Data:** Information that can identify an individual, including name, contact details, identification numbers, and health or medical records.
6. **Content:** Text, audio, video, images, health records, or other materials shared through the App.

## 3. Eligibility

1. **Professional Licensing:** You must hold a valid and unrestricted license to practice medicine in the jurisdiction(s) in which you provide telemedicine services through the MyDoctor App. You must comply with all licensing, ethical, and regulatory requirements

applicable to your practice.

2. **Registration:** You must be officially registered with Medicare as a healthcare provider and authorized to use the MyDoctor App.
3. **Compliance:** By using the MyDoctor App, you warrant that you are fully compliant with all local, national, and international laws and regulations governing telemedicine, including patient privacy, medical recordkeeping, and medical ethics.

## 4. Account Registration and Verification

1. **Accurate Information:** You agree to provide accurate, current, and complete information during registration and throughout your use of the App, including up-to-date professional credentials, licenses, contact details, and billing information.
2. **Verification:** You consent to Medicare's verification of your credentials, including licenses, certifications, professional references, and background checks.
3. **Account Security:** You must safeguard your login credentials and may not share your account with anyone else. Notify Medicare immediately if you suspect unauthorized access or security breaches.

## 5. Professional Responsibilities and Standards

1. **Medical Ethics:** You will practice medicine in accordance with professional standards and ethical guidelines, including but not limited to patient confidentiality, informed consent, avoidance of conflicts of interest, and adherence to professional codes of conduct.
2. **Standard of Care:** You must deliver care consistent with the standard expected of healthcare professionals in similar circumstances and comply with the telemedicine regulations of your jurisdiction.
3. **Scope of Services:** You agree to provide teleconsultations only within your area of expertise and licensing. You acknowledge that some conditions may require in-person examinations or emergency care beyond the scope of telemedicine. If you determine that a patient requires in-person evaluation or emergency assistance, you must advise the patient accordingly.
4. **Medical Records:** You must maintain accurate and complete medical records for each teleconsultation, consistent with all applicable laws and professional standards. If

required by law, you must also provide copies to patients or healthcare authorities.

5. **Prescriptions:** Any prescriptions you issue via the MyDoctor App must comply with the pharmaceutical regulations and telemedicine prescribing rules in your jurisdiction. You are solely responsible for the validity and appropriateness of any prescription.

## 6. Use of Patient Data

1. **Confidentiality:** Patient data and medical records must be treated confidentially. You agree to use patient information solely to deliver medical care and for no other purpose, except as legally required or permitted by the patient. You must comply with all data protection laws and privacy regulations (e.g., Malaysia's Personal Data Protection Act (PDPA) or other jurisdiction's regulations).
2. **Data Security:** You agree to use secure devices and connections when accessing or transmitting patient data. You will not store patient information on unapproved devices or transmit patient data through unsecure channels.
3. **Prohibition of Unauthorized Disclosure:** You must not disclose patient information to third parties without lawful authorization and patient consent, except where permitted or required by law.

## 7. Payment and Remuneration

1. **Service Fees:** Patients may be charged fees for teleconsultations, which may be collected by Medicare on your behalf. The fee structure will be specified in the App. Medicare may retain a service charge or commission as part of its facilitation role.
2. **Payment Processing:** By using the App, you authorize Medicare to collect consultation fees from patients and deposit the net amount (after applicable commissions and taxes) into an account designated by you. You acknowledge that payment processing times can vary.
3. **Taxes:** You are responsible for all taxes and statutory contributions related to payments you receive. Medicare may withhold any taxes required by law and remit them to the appropriate authorities.

## 8. Technology and Platform Usage

1. **License to Use the App:** Medicare grants you a limited, non-exclusive, non-transferable, revocable license to use the MyDoctor App solely for providing telemedicine services to patients registered with the Medicare main user app.
2. **Restrictions:** You may not modify, distribute, reverse engineer, or create derivative works of the App. You agree not to use the App for any unlawful purpose, such as prescribing controlled substances without authorization or diagnosing conditions outside your expertise.
3. **Third-Party Tools:** If the App integrates with third-party software or devices (e.g., for remote monitoring or digital signatures), you agree to comply with those third parties' terms of service. Medicare is not responsible for third-party platforms or tools.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless Medicare, its affiliates, officers, directors, employees, and agents from and against all claims, liabilities, damages, losses, and expenses (including legal fees) arising from or related to (a) your breach of this Agreement, (b) your medical advice or services provided via the App, (c) your use of patient data beyond permitted uses, or (d) any violation of applicable law or third-party rights.

## 10. Limitation of Liability

To the maximum extent permitted by law, Medicare and its affiliates will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to your use of or inability to use the MyDoctor App. This includes, but is not limited to, any loss of revenue, loss of profits, or claims made by patients relating to the care you provide. Medicare does not make warranties regarding the App's uninterrupted operation or its ability to meet your specific requirements.

## 11. Termination

1. **By Medicare:** We reserve the right to suspend or terminate your access to the MyDoctor App at any time if you breach the terms of this Agreement, violate applicable laws, jeopardize patient safety, or for any other reason at our sole discretion. We may do so with or without prior notice, depending on the severity of the breach or risk involved.
2. **By Doctor:** You may terminate your account at any time by notifying Medicare in writing. Termination does not release you from obligations regarding privacy, medical recordkeeping, or any outstanding financial liabilities.

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- Post-Termination Obligations:** Upon termination, you must cease all use of the App and any proprietary information belonging to Medicare. Sections relating to confidentiality, indemnification, and limitations of liability will survive termination.

## 12. Dispute Resolution and Governing Law

- Governing Law:** This Agreement is governed by and construed in accordance with the laws of Malaysia, without giving effect to conflict-of-laws principles.
- Arbitration:** Any dispute, controversy, or claim arising out of or relating to this Agreement or your use of the MyDoctor App will be resolved through final and binding arbitration administered by the Asian International Arbitration Centre (AIAC) in Kuala Lumpur. The arbitration proceedings will be conducted in English by a single arbitrator. The arbitrator's decision will be final and binding. Both parties will share arbitration costs unless the arbitrator rules otherwise.
- Injunctive Relief:** Nothing in this clause prevents either party from seeking preliminary injunctive or equitable relief from a court of competent jurisdiction where appropriate.

## 13. Amendments

Medicare reserves the right to modify this Agreement at any time. We will notify you of significant changes via the MyDoctor App, email, or other contact details on record. By continuing to use the App after the modifications take effect, you acknowledge your acceptance of the updated terms.

## 14. Miscellaneous

- Entire Agreement:** This Agreement, the Privacy Policy, and any other referenced policies constitute the entire agreement between you and Medicare regarding your use of the MyDoctor App, superseding any prior agreements.
- Severability:** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect.
- No Waiver:** Failure to enforce any right or provision of this Agreement does not constitute a waiver of such right or provision.
- Assignment:** You may not transfer or assign your rights or obligations under this Agreement without prior written consent from Medicare. Medicare may assign or transfer

this Agreement without restriction.

5. **Independent Contractor:** By agreeing to this Agreement, you confirm that you are an independent contractor, not an employee of Medicare. Nothing herein creates an employer-employee relationship, partnership, or joint venture.
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By accepting these terms and using the Medicare MyDoctor App, you acknowledge that you have read, understood, and agree to be bound by this Agreement and any other applicable Policies. If you do not agree, please do not proceed with registration or use of the App.