

MediCare Mover App User Agreement

1. Introduction

Integrated Medicare Solutions Sdn Bhd (“we,” “our” or “Medicare”) operates the MediCare Mover App (“App”), which connects users who need non-emergency medical transportation and delivery services (“Consumers”) with independent drivers (“Movers”). By registering, logging in or using the App, you agree to be bound by these Terms of Service (“Agreement”) and any associated policies.

2. Definitions

- **App:** The MediCare Mover mobile application and website.
- **Mover:** An independent driver or rider approved by Medicare to provide services.
- **Consumer:** A user who books services through the App.
- **Services:** Non-emergency transportation of passengers, and delivery of medical equipment or supplies.
- **MediCare Mover Policies:** Includes the Privacy Policy, Mover Code of Conduct, Cancellation Policy and any other guidelines or notices issued by Medicare.

3. Eligibility and Representations

1. **Minimum Age & Capacity:** You must be at least 18 years old and legally able to enter into a contract.
2. **Licensing & Insurance:** Movements must have a valid driver's licence, any required passenger transport permits, and valid motor and delivery insurance. You must use only the vehicle registered on the App and keep it in safe, hygienic condition.
3. **Compliance:** You will obey all traffic rules, health protocols and local regulations. You will not carry prohibited items (weapons, illegal drugs) or accept deliveries of dangerous goods.
4. **Accurate Information:** You will provide current, complete information and update it promptly. Only one account may be registered per device.

5. **Account Security:** Keep your login details confidential; you may not share your account or transfer it to another person.

4. Licence Grant & Restrictions

Medicare grants you a non-exclusive, non-transferable licence to use the App. You agree not to:

- Hack, decompile or reverse engineer the App or its services.
- Spam, deploy malware or attempt to disrupt the App's operations.
- Contact consumers for non-service reasons or solicit off-platform bookings.
- Engage in data mining or other misuse of personal data.

5. Mover Code of Conduct

1. Safety & Compliance

- Maintain your driving and vocational licences, and carry valid insurance.
- Follow speed limits, wear seatbelts/helmets and keep your vehicle clean and road-worthy.
- Do not consume alcohol or drugs while on the platform; weapons and illegal items are forbidden.
- Provide door-to-door service; if you cannot reach the recipient, use the App to arrange a secure alternative drop-off and log proof of delivery.

2. Respect & Fair Treatment

- Treat all Consumers with courtesy and respect. Do not discriminate based on race, religion, nationality, disability, gender, sexual orientation or age.
- Do not harass, threaten or assault consumers; refrain from asking personal questions or making comments on their appearance.
- Honour accepted bookings; avoid unnecessary cancellations or collecting fees outside the rates shown in the App.

3. Integrity

- Do not manipulate GPS, create fake or duplicate accounts, or game incentive systems.
- Use only the official MediCare Mover App on unmodified devices.
- Return any lost property immediately and report serious incidents through the appropriate channels.

6. Payments & Fees

1. **Commission:** Medicare charges a commission on each completed ride or delivery. The exact rate will be displayed in the App and is non-refundable.
2. **Payment Collection:** Medicare acts as your payment collection agent; your earnings (after commission) are credited to a wallet in the App, which you can transfer to a bank or e-wallet, subject to minimum balance requirements.
3. **Taxes:** You are responsible for any taxes or statutory contributions on your earnings.
4. **Promotions:** You agree to honour any promotional discounts offered to Consumers.

7. Cancellation Policy

- **Mover Cancellations:** You may cancel a booking only for reasons specified in the App (e.g., safety concerns, equipment failure). Excessive cancellations or ignoring bookings can lead to restrictions.
- **Consumer Cancellations:** Consumers can cancel up to a certain point before pick-up; after that, a cancellation fee may be charged.

8. Confidentiality & Data Privacy

1. **Confidentiality:** You may not disclose any non-public information about Medicare's business or operations.
2. **Personal Data Use:** Consumer personal data (names, addresses, phone numbers, health-related information) is provided solely for the purpose of fulfilling the service. You must not record, share or use it for any other reason. Violations of data privacy policies

may result in immediate suspension.

9. Indemnification & Liability

- You agree to indemnify Medicare from claims arising from your actions, misuse of the App, or breach of this Agreement.
- Medicare is not liable for indirect or consequential damages from your use of the App or performance of services.

10. Relationship

This Agreement does not create any employment relationship; you are an independent contractor. You are responsible for your own taxes, insurance and statutory compliance.

11. Suspension & Termination

Medicare may suspend or terminate your account, with or without notice, for violations of the Agreement, high cancellation rates, failure to maintain documents or unsafe behaviour. You may terminate your account by notifying Medicare and ceasing use of the App. Obligations relating to confidentiality, indemnity and data privacy survive termination.

12. Dispute Resolution

This Agreement is governed by the laws of Malaysia. Any disputes will be resolved through binding arbitration at the Asian International Arbitration Centre (AIAC) in Kuala Lumpur, with costs shared equally between the parties unless the arbitrator decides otherwise.

13. Miscellaneous

- The Agreement constitutes the full understanding between you and Medicare.
 - If any provision is held invalid, the rest remains valid.
 - Medicare may assign its rights and obligations without notice; you may not assign your rights.
 - Notices and policy updates will be delivered through the App or via your registered contact details.
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By continuing to use the MediCare Mover App, you acknowledge that you have read and agree to these terms.