

MediCare MyNurse App Agreement for Paramedics

1. Introduction

This Agreement (“Agreement”) governs your use of the **MediCare MyNurse App** (“MyNurse App,” “App,” or “Service”), which is provided by **Integrated MediCare Solution Sdn Bhd** (“Medicare,” “we,” “our,” or “us”). By registering as a paramedic and using the MyNurse App to respond to medical service requests, including those coordinated with the MediCare MyAmbulance app, you (“Paramedic,” “you,” or “your”) agree to be bound by this Agreement, our Privacy Policy, and any other guidelines or policies established by Medicare (collectively, the “Policies”). If you do not accept these terms, you must not use the MyNurse App.

2. Definitions

1. **MyNurse App:** The digital platform that connects patients from the MediCare main app with qualified paramedics and coordinates with the MyAmbulance app for emergency response and medical assistance.
2. **Paramedic:** A certified or licensed emergency medical professional, nurse, or healthcare provider authorized to use the MyNurse App to provide medical services to patients.
3. **Patient:** An individual who submits a medical service request via the MediCare main app.
4. **Ambulance Driver:** A driver using the MyAmbulance app responsible for transporting patients and paramedics.
5. **Services:** Medical care, including first aid, emergency response, assessment, monitoring, and support, delivered at patient sites and during transport as coordinated by the MyNurse App.
6. **Personal Data:** Information that can identify a person, including medical history, health conditions, and location data.
7. **Content:** All text, documents, audio, images, data, and other materials available in the App.

3. Eligibility and Qualifications

1. **Certification and Licensing:** You must possess and maintain all necessary certifications, licences, or registrations required to provide emergency or medical care in your jurisdiction (e.g., a paramedic license, nursing license, or equivalent healthcare credentials).
2. **Certification Updates:** You agree to keep your professional credentials current and submit proof of renewal or continuing education as required by law or Medicare's policies.
3. **Background Checks:** You authorize Medicare to conduct background checks, including verification of credentials, criminal record checks, and references. Medicare reserves the right to refuse or revoke access if you fail to meet the eligibility criteria.

4. Registration and Verification

1. **Accurate Information:** You must provide accurate, complete, and up-to-date information during registration, including contact details, certifications, and relevant experience.
2. **Verification:** You consent to Medicare verifying your information and credentials. You will promptly update any changes to your contact details, credentials, or professional status.
3. **Account Security:** You are responsible for safeguarding your account credentials. You will not share your account with anyone else and will notify Medicare immediately if you suspect unauthorized use.

5. Scope of Services and Responsibilities

1. **Medical Care:** Upon receiving a service request, you will assess the patient's condition, provide first aid or emergency interventions, monitor vital signs, and determine necessary actions while awaiting or coordinating transport. If required, you will travel with the patient in the ambulance to ensure continuity of care during transport.
2. **Collaboration with MyAmbulance:** You will coordinate with the ambulance driver via the MyAmbulance app to ensure seamless patient transfer and treatment. You must be ready to board the ambulance, carry necessary equipment, and communicate any patient care needs to the driver and destination facility.

3. **Documentation and Medical Records:** You agree to maintain complete, accurate, and timely records of all patient encounters and treatment rendered in accordance with legal and professional standards. Such documentation may include notes, prescriptions, and referral recommendations.
4. **Equipment and Supplies:** You are responsible for ensuring that any medical equipment you use (e.g., monitoring devices, medication kits) is in working order and appropriate for the services you provide. You must report any malfunction to Medicare immediately.
5. **Compliance with Medical Protocols:** You will adhere to current evidence-based medical practices, protocols, and any guidelines mandated by regulatory bodies or Medicare. If a situation exceeds your scope of practice, you will refer the patient to higher-level care or coordinate with appropriate healthcare providers.

6. Conduct and Professional Standards

1. **Ethics and Professionalism:** You will abide by the professional code of conduct applicable to your credentials, treating all patients with respect and dignity. You will not discriminate on the basis of race, religion, sex, sexual orientation, nationality, age, disability, or any other personal characteristic.
2. **Duty of Care:** You agree to exercise reasonable care and skill while providing medical services and to act in the best interest of the patient's health and safety.
3. **Patient Consent:** You will obtain informed consent from the patient or their legal guardian where possible before providing treatment, respecting patients' autonomy and rights to refuse care, subject to emergency exceptions.
4. **Zero Tolerance for Misconduct:** You must not engage in inappropriate behavior, including harassment, violence, verbal abuse, sexual misconduct, or any action that compromises the patient's safety. Alcohol or drug use while on duty is strictly prohibited.

7. Confidentiality and Data Protection

1. **Confidential Patient Information:** You will access sensitive health information about patients, including medical history and personal details. You must strictly maintain confidentiality and privacy, using such information solely to deliver care. Unauthorized disclosure or misuse of personal data is strictly prohibited.
2. **Compliance with Laws:** You must comply with all applicable data protection and privacy regulations (e.g., Malaysia's PDPA). You must ensure secure storage and transmission

of patient data through the MyNurse App or other permitted channels.

3. **Reporting Breaches:** You must report any data breach or unauthorized access to patient information immediately to Medicare.

8. Payment and Compensation

1. **Compensation Structure:** The MyNurse App may compensate paramedics per service request or via another agreed-upon arrangement. Specific compensation details will be provided during onboarding. Medicare may receive payment from patients and disburse your share after deducting a commission.
2. **Commission:** Medicare may charge a platform commission or service fee. Commission rates will be disclosed to you in the App.
3. **Taxes:** You are solely responsible for paying any taxes, licenses, or statutory contributions related to income earned through the MyNurse App. Medicare may deduct and remit applicable taxes as required by law.

9. Intellectual Property

1. **Ownership:** All intellectual property rights in the MyNurse App belong to Medicare. You may use the App solely for the purpose of providing healthcare services to patients.
2. **Restrictions:** You may not copy, modify, distribute, or create derivative works based on the App's software. Medicare's name, logo, and other proprietary materials must not be used without prior written consent.

10. Indemnification

You agree to indemnify, defend, and hold harmless Medicare, its affiliates, officers, directors, employees, and agents from any and all claims, losses, liabilities, damages, and costs (including reasonable legal fees) arising from or related to: (a) your use of the MyNurse App; (b) any negligence, misconduct, or breach of this Agreement; or (c) any violation of applicable laws or professional standards.

11. Limitation of Liability

To the fullest 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 MyNurse App. This includes, without limitation, loss of revenue, loss of profits, or any other losses incurred due to actions taken or advice given while using the App. Medicare's total liability will not exceed the total commissions paid to you for services provided through the MyNurse App in the preceding six months.

12. Termination

1. **Termination by Medicare:** Medicare may suspend or terminate your access to the MyNurse App at any time if you violate this Agreement, fail to maintain proper credentials, or engage in behavior that jeopardizes patient safety, data privacy, or Medicare's reputation. In urgent cases, termination may occur without prior notice.
2. **Termination by Paramedic:** You may terminate your account at any time by notifying Medicare. However, you are bound to complete any ongoing patient services or properly hand over care before termination.
3. **Post-Termination Responsibilities:** After termination, you must cease using the App, and any obligations related to confidentiality, patient data, indemnification, and outstanding payments will continue to apply.

13. Dispute Resolution and Governing Law

1. **Governing Law:** This Agreement is governed by the laws of Malaysia, without respect to its conflict-of-laws rules.
2. **Arbitration:** Any dispute, claim, or controversy arising out of or relating to this Agreement or your use of the MyNurse App will be resolved through binding arbitration administered by the Asian International Arbitration Centre (AIAC) in Kuala Lumpur. The arbitration will be conducted in English by a single arbitrator. The arbitrator's decision is final and binding. The costs will be shared equally by the parties unless the arbitrator decides otherwise.
3. **Emergency Relief:** This clause does not preclude either party from seeking emergency injunctive relief in a court of competent jurisdiction.

14. Amendments

Medicare reserves the right to modify this Agreement at any time. Notice of changes will be provided via the App or through other contact information on file. By continuing to use the MyNurse App after changes take effect, you agree to be bound by the updated terms.

15. Miscellaneous

1. **Entire Agreement:** This Agreement, together with any referenced documents (e.g., the Privacy Policy), constitutes the complete agreement between you and Medicare regarding the MyNurse App and supersedes all prior agreements or understandings, whether written or oral.
2. **Severability:** If any term of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain effective.
3. **No Waiver:** The failure of Medicare to enforce any part of this Agreement does not waive our right to enforce that or any other part of the Agreement at a later time.
4. **Assignment:** You may not transfer or assign your rights or obligations under this Agreement without Medicare's prior written consent. Medicare may assign or transfer this Agreement at its sole discretion.
5. **Independent Contractor:** Your role as a paramedic on the MyNurse App is that of an independent contractor. This Agreement does not create an employer-employee relationship, partnership, or joint venture between you and Medicare.

By registering for and using the MediCare MyNurse App, you acknowledge that you have read, understood, and agreed to all of the terms and conditions in this Agreement. If you do not agree to these terms, please do not register or continue to use the MyNurse App.