

MediCare App User Agreement

1. Introduction

Welcome to **MediCare App**. This User Agreement (hereinafter “Agreement”) governs your use of the MediCare App (“App”), owned and operated by **Integrated MediCare Solution Sdn Bhd** (“MediCare,” “we,” “us” or “our”). By registering for, accessing, or using the App, you (“you” or “User”) agree to be bound by this Agreement, our Privacy Policy, Terms of Service, and any other policies that may be posted in the App from time to time (collectively, the “Policies”). If you do not agree to all of the terms and conditions herein, you must not use the App.

2. Definitions

1. **App**: The MediCare mobile application and any related services or websites operated by MediCare.
2. **User**: A person who registers for or uses the App to access healthcare services, information, and communications.
3. **Healthcare Providers**: Licensed medical professionals or healthcare institutions that deliver services through the App.
4. **Content**: All information, text, audio, video, images, and other materials provided or made available in the App.
5. **Services**: Health-related services, including appointments, teleconsultations, prescriptions, health education, and notifications, provided via the App.
6. **Personal Data**: Data that can identify a person, including name, identification number, address, email, or health information.

3. Eligibility

1. **Age Requirement**: You must be at least 18 years old to register for the App. If you are under 18, you may only use the App under the supervision of a parent or legal guardian who accepts these terms on your behalf.

2. **Compliance with Laws:** You warrant that you are in compliance with all applicable local, state, and national laws and regulations when you use the App.

4. Registration and Account Security

1. **Accurate Information:** You must provide accurate, complete, and up-to-date information when creating an account. You are responsible for ensuring your information remains accurate and current.
2. **Account Security:** You agree to keep your login credentials confidential and secure. You are responsible for any activity that occurs under your account. Notify MediCare immediately if you suspect unauthorized use or breach of security.

5. Use of the App

1. **License:** MediCare grants you a personal, non-exclusive, non-transferable, revocable license to download and use the App solely for personal and non-commercial purposes.
2. **Prohibited Conduct:** You agree not to:
 - Violate any applicable laws, regulations, or these terms;
 - Use the App for any unlawful or fraudulent purpose;
 - Upload or transmit viruses, malware, or harmful code;
 - Harass, abuse, threaten, or harm other users, healthcare providers, or MediCare employees;
 - Misrepresent your identity, impersonate others, or provide false information;
 - Reverse engineer, decompile, or disassemble any part of the App;
 - Use the App to distribute unsolicited or unauthorized advertising, spam, or promotional materials.

6. Medical Information Disclaimer

1. **No Guarantee of Accuracy:** MediCare endeavors to provide accurate and up-to-date health information, but we do not guarantee its accuracy, completeness, or suitability for any particular purpose. The information provided via the App is for general health information and is not a substitute for professional medical advice, diagnosis, or treatment.
2. **No Doctor-Patient Relationship:** Use of the App does not establish a doctor-patient relationship. Medical consultations or diagnoses offered by healthcare providers within the App are the sole responsibility of those providers.

7. Payments and Fees

1. **Service Charges:** Certain services offered via the App may require payment, such as teleconsultations, prescription fulfillment, or premium health features. Any applicable fees will be displayed before you confirm a transaction.
2. **Payment Methods:** MediCare accepts payment via approved methods such as credit/debit cards, digital wallets, or other payment channels as indicated in the App. You agree to pay all fees incurred in connection with your account on time.
3. **Non-Refundable:** Unless otherwise stated, payments for services are non-refundable. MediCare reserves the right to introduce or change fees at any time with reasonable notice to users.

8. User Content and Communication

1. **User-Submitted Content:** You may contribute reviews, feedback, or other content to the App. By submitting any content, you grant MediCare a non-exclusive, worldwide, royalty-free license to use, reproduce, and display the content in connection with the App.
2. **Content Standards:** You must ensure that any content you submit does not violate applicable laws, infringe third-party rights, or contain abusive, defamatory, or inappropriate language. MediCare reserves the right to remove or edit user content at our discretion.

9. Privacy Policy

MediCare is committed to protecting your privacy. Our Privacy Policy details how we collect, use, store, and protect your Personal Data. By using the App, you consent to MediCare's data practices as described in the Privacy Policy.

10. Intellectual Property

1. **Ownership:** MediCare owns all intellectual property rights in the App and its contents, including trademarks, design elements, and software. You are not granted any rights or licenses except for the limited, revocable license to use the App as outlined in this Agreement.
2. **Restrictions:** You may not use, copy, reproduce, distribute, or create derivative works from any part of the App or its contents without MediCare's express written permission.

11. Third-Party Services and Links

The App may provide links to third-party websites, apps, or services. MediCare does not control and is not responsible for any third-party content or services. Your use of third-party services is subject to their terms and conditions, and MediCare disclaims any liability arising from your use of those services.

12. Disclaimer of Warranties

1. **"As Is" Basis:** MediCare provides the App and Services on an "as is" and "as available" basis. We do not make any warranties, express or implied, regarding the App's functionality, reliability, or suitability for any purpose.
2. **No Guarantees:** MediCare does not guarantee that the App will always be safe, secure, or error-free, or that it will function without interruption, delays, or deficiencies.

13. Limitation of Liability

To the fullest extent permitted by law, MediCare and its affiliates, officers, employees, and agents 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 App, even if we have been advised of the possibility of such damages. This limitation of liability applies to all claims, whether based in contract, tort, negligence, or otherwise.

14. Indemnity

You agree to indemnify, defend, and hold harmless MediCare, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising out of or related to (a) your use of the App; (b) your violation of any term of this Agreement; or (c) any violation of applicable law or the rights of another user or third party.

15. Termination

1. **By User:** You may discontinue using the App and close your account at any time.
2. **By MediCare:** MediCare may suspend or terminate your access to the App or your account at its sole discretion, with or without prior notice, for any reason including your violation of this Agreement or any applicable law.
3. **Effect of Termination:** Upon termination, your right to use the App will cease immediately. Sections that, by their nature, should survive termination (e.g., indemnity, limitation of liability) will remain in effect.

16. Governing Law and Dispute Resolution

1. **Governing Law:** This Agreement is governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of laws principles.
2. **Arbitration:** Any dispute, controversy, or claim arising from or relating to this Agreement will be settled through binding arbitration at the Asian International Arbitration Centre (AIAC) in Kuala Lumpur. The arbitration will be conducted in English by a single arbitrator. The arbitrator's decision shall be final and binding on the parties. Each party shall bear its own costs unless the arbitrator decides otherwise.

17. Amendments

MediCare reserves the right to modify or update this Agreement at any time. We will notify you of significant changes via the App or by other means. Continued use of the App after such modifications constitutes your acceptance of the revised terms.

18. Miscellaneous

1. **Entire Agreement:** This Agreement constitutes the entire agreement between you and MediCare regarding the use of the App and supersedes any prior agreements or

understandings.

2. **Severability:** If any provision of this Agreement is found to be unlawful or unenforceable, the remaining provisions will remain in full force.
3. **No Waiver:** MediCare's failure to enforce any right or provision in this Agreement does not constitute a waiver of that right.
4. **Assignment:** You may not transfer or assign your rights or obligations under this Agreement without MediCare's written consent. MediCare may transfer or assign this Agreement or any rights hereunder without your consent.

By clicking "Agree" or continuing to use the MediCare App, you acknowledge that you have read, understood, and accepted these terms and conditions.