

TERMS OF SERVICE FOR MEDISGO

last updated [date]

Tourism & Commercial Platform Sdn. Bhd. (Company No. 133160-P) and its predecessors, successors, licensors, beneficiaries and/or affiliates (collectively, "**Medisgo**" or "**we**") welcome you to download our proprietary mobile application software called "Medisgo" (or the "**Application**"). By downloading and using the Application, and by receiving the services through the Application and/or via our Website, *www.medisgo.com* (if applicable) ("**Services**"), you agree to be bound by the terms of service set out below (the "**Agreement**").

If you do not agree to all the terms of this Agreement, do not use the Application or our Services. Medisgo reserves the right to amend and update this Agreement, at any time and for any reason. Amendments will be effective upon Medisgo's posting of such updated terms at this location or in the amended policies (if any) or supplemental terms (if any) on the applicable Service(s). Your continued access or use of the Application or our Services after such posting confirms your consent to be bound by the terms, as amended. For these reasons, we encourage you to periodically review this Agreement.

All references to the "Application" in this Agreement shall be construed to also include our Website (if applicable). Words denoting one gender shall include the other gender. Words denoting a singular number shall include the plural and vice versa.

1. Registration and Membership

Medisgo is an innovative platform that consolidates different type of services which assist you in making informed decisions in engaging medical services and allowing you to make an appointment with the hospitals and clinics ("**Healthcare Providers**") available in Medisgo, which may be varied from time to time, ("**Appointment**") which includes airport transfers subject to Clause [].

By filling in the Account information requested, you represent and warrant to Medisgo that all the personal information you provide during this process is true and correct. 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 may result in your inability to access or use the Services. Medisgo reserves the right to refuse or cancel your Account or your use of the Application and/or the Services if Medisgo 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.

During registration, you must provide a clear picture of

- (a) Your MyKad and/or MyKid (Identity Cards for Malaysian citizens);
- (b) Your Karta Tanda Penduduk (Identity Cards for Indonesian citizens); or
- (c) The front page of your Passport if you are not a Malaysian or an Indonesian or if you wish to wish to make an appointment for a Healthcare Provider which is not in your home country. (i.e. a Malaysian who wants to make an appointment with a Healthcare Provider in Indonesia or vice versa)

If you fail to do so, your registration could not be proceeded, and you will not be able to use the Services.

You may also provide your insurance policy number and your insurance provider, your medical history and/or the hospitals that you visited before, when prompted during registration.

You also agree that you will not choose or use a user name that:

- (a) belongs to another person or is used with the intent of impersonating another person; or

(b) is subject to any rights of a person other than you without appropriate authorization.

You shall never use another person's Account or log in details to access the Application and/or Services. Unless otherwise permitted by Medisgo in writing, you may only possess one Account.

2. Eligibility

You must reside in Malaysia or Indonesia and be 18 years of age or older to use the Application and the Services provided through the Application.

If you are creating a Medisgo account for a minor, (the "Minor") you must verify that you are the parent, guardian or other adult responsible for the Minor. By using the Application and our Services you represent that you are at least 18 years of age or are the parent, guardian or other adult responsible for the Minor.

All references to "you" in this Agreement shall include the Minor and the parent, guardian or other authorized adult who enter into this Agreement on behalf of the Minor.

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. Our Services

Appointment with Healthcare Providers

- (a) You may make medical appointments via Medisgo by submitting an online request, stating the choice of Healthcare Provider available in the Application and, date and time of the appointment ("Appointment").
- (b) Such request is deemed accepted by the Healthcare Provider, until and unless you cancel for Appointment or the Healthcare Provider cancels the Appointment.
- (c) We will immediately notify you of the cancellation of appointment through the Application, email and/ or phone.
- (d) Medisgo offers the following search options to help you in deciding the most suitable Healthcare Provider for you:
 - (i) Search by Hospital
 - You will have access to the hospital's information, screening packages available, list of specialists, and even make an appointment with a particular doctor of the hospital.
 - (ii) Search by Doctor
 - You can search for your preferred specialist through this feature make an appointment with the selected specialist or doctor.
 - (iii) Search by Diagnosis
 - This is a feature for you to tap on body parts according to your symptoms, a possible illness would be suggested followed by a recommendation to a specific specialist or doctor. Please be noted that the suggestion may not be accurate, and the recommendation does not constitute any form of advice.
- (e) You hereby authorize us to release the details of the Appointment made through Medisgo and of any follow-up visits to the Healthcare Providers to your next of kin in the event that there is any emergency or request by next of kin who can verify their status.

Airport Transfer

- (a) You may arrange for a shuttle service from the airport to the Healthcare Provider through the Application (“**Shuttle Service**”) subject to the discretion of the Healthcare Provider.
- (b) The Shuttle Service is only available for flight arrivals
 - (i) from 7.00 a.m. to 5.00 p.m. on weekdays; and
 - (ii) from 7.00 a.m. to **1.00 p.m.** on Saturday.
- (c) Shuttle service is **not** available on Sunday and public holidays.
- (d) The Shuttle Service is limited to a maximum of 5 persons per booking, per account at a time. Duplicate bookings will be rejected.
- (e) In order to enjoy this service, you must comply with the following terms:
 - (i) Make the booking two (2) days prior to your arrival at the nearest airport to your selected Healthcare Provider.
 - (ii) Provide the passport and travel details (i.e. flight tickets) all the persons who would be engaging in Shuttle Service.
- (f) If you wish to amend or cancel a booking, please contact Medisgo 3 days prior to the Shuttle Service. Failure to do so may bar you from future engagement in the Shuttle Service or the revocation of your Medisgo membership.
- (g) If your flight is delayed for **more than** three (3) hours, the Shuttle Service will automatically be cancelled unless you are notified otherwise.
- (h) If your flight is delayed for **less than** three (3) hours, you must inform Medisgo immediately, once the delay has come to your knowledge, by calling our hotline or via the Live Chat in the Application.
- (i) We reserve the right to cancel the Shuttle Service two (2) days prior to your flight arrival and you will be notified of the cancellation immediately.
- (j) **The fees for the Shuttle Service will be included in your hospital bill. [PLEASE CLARIFY ON PAYMENT METHOD]**

Storage of Medical Report

- (a) You may upload your medical report into the Application which allows you access to them anywhere and anytime as long as you are connected to the Internet.

Pharmacy Centres

- (a) You may look for nearby pharmacy centres through the Application.

Collaboration with Ride-Hailing Services

- (a) Medisgo may, from time to time, send you Voucher Codes or Promo Codes via email or the Application, which could be used for ride-hailing services to the Healthcare Providers in Malaysia.
- (b) Your engagement with the ride-hailing services are subjected to the terms and conditions of the service provider.

- (c) Medisgo has no control over the ride-hailing services and shall not be liable for any loss or injury resulting or arising from your use of the ride-hailing services.

4. Modification to the Services/ Suspension or Termination of User Account

Medisgo reserves the sole and absolute right to:

- (a) Add, amend and/or vary the Services without assigning any reasons whatsoever and without any prior notice; and/or
- (b) Suspend the operation of your Account and/ or terminate your Account without assigning any reasons whatsoever and without any prior notice.

5. User Obligations and Responsibilities

Although the Services are provided free of charge, any charges for medical services or any other services provided by Healthcare Providers shall apply and you shall be fully responsible for them.

You must resolve all disputes between you and the Healthcare Provider arising from any transaction pursuant to the Services directly with the Healthcare Provider. Medisgo will not be involved in such disputes and will not be liable to you or the Healthcare Provider.

You shall only use the Site (which means the *www.medisgo.com* website, mobile applications, social media accounts, Internet service and/or software under control or ownership of Tourism & Commercial Platform Sdn. Bhd. (Company No. 1233160-P) and all its divisions, subsidiaries, affiliates, and/or any other entities related to the aforementioned company) and Services for lawful, non-commercial purposes.

You shall not abuse and misuse the Site, including but not limited to:

- (a) Engage in any illegal, fraudulent and/or harmful activities;
- (b) Sending, posting and/or distributing materials which constitute or encourage any conduct which is deemed a criminal offence in Malaysia, Indonesia or any other country in the world;
- (c) Upload, post or transmit to the Healthcare Providers by any means or otherwise make available content or materials that are unlawful, harmful threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- (d) Impersonate any person or entity, including another user, Healthcare Providers, or any employee of Medisgo, or falsely claim or misrepresent your affiliation with any person or entity;
- (e) Express or imply that any statements made by you are endorsed by Medisgo without our prior written consent;
- (f) Forge headers or otherwise manipulate identifiers in order to disguise the origin of the information transmitted;
- (g) Process, retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of the Site;
- (h) "frame" or "mirror" any part of the Site and/ or Services without our prior written consent;
- (i) Use any code or other devices containing any reference to Medisgo, the Site and/or the Services to direct any persons to any other websites and/or services;

- (j) Supply or attempt to supply any false or misleading information, or make any misrepresentation to Medisgo or its partnering Healthcare Providers;
- (k) In any manner that may damage, disable, overburden, corrupt or impair your Account, our Site, the hardware and software system, security protocols, information or other operations or interfere with any party's use and enjoyment of his or her Account and our Site;
- (l) Attempt to interfere with or disrupt our servers or networks;
- (m) Violating any requirements, procedures, policies or regulations of our servers and networks;
- (n) Intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of the law;
- (o) Attempt to gain unauthorized access to any account(s) other than your own Account by way of hacking, password mining or any other means;
- (p) Solicit, collect, or post personal data or attempt to solicit, collect, or post personal data of other users, any minors, including user names or passwords;
- (q) Accumulate or index, directly or indirectly, any content on the Site, the Application and/or Services for any purposes whatsoever; and
- (r) Publicly disseminate information about the Site and/ or the Services or the access to them for competitive analysis or benchmarking purposes.

██████████ We reserve the right to investigate and take appropriate legal actions against anyone who breach this provision, including but not limited to the removal of offending contents from the Site, termination of the violating Account and/ or blocking his or her future usage of the Site.

6. Feedback

- (a) You hereby grant Medisgo an exclusive, royalty-free, perpetual, transferable and irrevocable licence to:
 - (i) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display any comments, bug reports, enquiries, feedback or any other information provided by you to the Site (collectively, "**Customer Feedback**") throughout the world in any media for any purpose, now known or hereafter devised;
 - (ii) combine your Customer Feedback and other users' Customer Feedback for the purpose of constructing or populating a searchable database of reviews and information related to the healthcare industry; and
 - (iii) use the name that you submit in connection with your Customer Feedback. You represent that your Customer Feedback are non-confidential, non-proprietary, and do not breach any third party's rights.
- (b) You further agree that Customer Feedback of the other customers and Site users are not monitored for accuracy, completeness, thoroughness or timeliness, and do not constitute medical or healthcare advice or recommendation of any kind.
- (c) Medisgo reserves the right for any reason in its sole discretion to remove without notice any Customer Feedback from the Site.

7. 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 Medisgo may communicate your personal information to the Healthcare Providers featured on the Application in connection with any healthcare services provided by the Healthcare Providers.

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

8. Disclaimers of Warranties

You irrevocably and unconditionally agree to use the Site and the Services at your own risk. Medisgo expressly disclaims all representations and warranties about the accuracy, completeness, timeliness or efficacy of the content of the Site and the Service, and assumes no liability or responsibility to you, including but not limited to any warranties that the Services are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing.

We do not guarantee that you will be able to access or use the Site and Services at all times or locations of your choosing.

We do not warrant that the Site and Services will operate error-free, bug-free or free from defects, that the loss of data will not occur, or they will be free from computer viruses, contaminants or other harmful items.

You further irrevocably and unconditionally agree that your access to, and use of the Site and the Services are on an “as-is”, “as available” basis and Medisgo 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.

The information provided on the Site is solely for general information, and does not constitute medical or healthcare advice. The information does not have regard to any specific need of any person. Medisgo is not liable to any person in respect of the information or its use, including any inaccuracy, misrepresentation, error or omission in, or any decision made in reliance on the information.

You acknowledge and agree that Medisgo does not provide medical advice, diagnosis, or treatment, and is strictly a technology platform and infrastructure for connecting patients with independent third-party Healthcare Providers in the Medisgo network.

You acknowledge and agree that the Healthcare 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 healthcare services will be provided and performed exclusively by or under the supervision of the Healthcare Providers, in their sole discretion, as they deem appropriate.

The Site may contain links to other websites (“**Linked Websites**”) which is either provided by our collaboration partners or for other purposes. Such links can be added or removed at any time. We are not responsible for the content and the privacy practices associated with the Linked Websites. The presence of the Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of the Linked Websites, or of any information, graphics, materials, products or services referred to or contained on the Linked Websites, unless and

to the extent stipulated to the contrary. You will need to make your own independent judgement about whether to use any such Linked Websites, including whether to buy any products or services offered by them.

Except as expressly set forth in this Agreement, we make no warranties about the Services or any other security associated with the transmission of sensitive information.

9. Disclaimers Regarding Doctor and Healthcare Professionals

Medisgo does not expressly endorse any doctor or healthcare professional on the Site. Any statements, programs, opinions, or other information that may be provided to you by the doctor or healthcare professional are solely attributable to the doctor or healthcare professional and not Medisgo. Reliance on any information provided by the doctor or healthcare professional on or through the application, services or our website is solely at your own risk.

Medisgo makes no representations or warranties as to the conduct, ability or the efficacy, accuracy, completeness, timeliness or relevance of the information provided by the doctor or healthcare professional and/or the services provided by said doctor or healthcare professionals or by third parties featured on or through the application, services or our website.

Doctor and healthcare professionals are responsible for complying with regulatory and local requirements for malpractice and liability insurance. All interactions with doctors are between you and the licensed doctor. By using the service, you agree not to hold Medisgo liable in any way for any malpractice or substandard treatment the doctor may render to you or any minor for whom you are responsible.

In no event shall Medisgo be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you, any minor for whom you are responsible, or anyone else in connection with your use of the application, services or our website, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from your use of any information, program or suggestion provided to you by a doctor or healthcare professional or communications or meetings between or among you, any minor for whom you are responsible, and any doctors, members or any other persons you meet through the application, services or our website.

You agree to take reasonable precautions in all interactions with doctor and healthcare professionals particularly if you or any minor for whom you are responsible decides to meet offline or in person.

10. Internet Delays

You acknowledge that the Site and/or Services 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 Healthcare Providers being faulty, not connected, out of range, switched off or not functioning. Medisgo is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

11. Important Health and Medical Notices Disclaimers

By using the application or our services you expressly agree and acknowledge that Medisgo is not a medical organization, hospital or staffed by medically trained personnel.

Please note that Medisgo's employees cannot provide you with medical advice and nothing that you may read in or through the use of this application or our services should be construed as medical advice. Although the Healthcare Providers and its independent contractors and employees make an effort to provide quality information to you, Medisgo expressly disclaims any implied guarantee or warranty regarding the accuracy, completeness, timeliness, or relevance of any information provided

through the application, or the services of healthcare professionals sent to you or any member of your family through the application.

12. Geo-Location Functionality

The Services include and make use of certain functionality and services provided by third parties that allow Medisgo to include maps, geocoding, places and other content from Google, Inc. (“Google”) as part of the Services (the “Geo-Location Services”). Your use of the Geo-Location Services is subject to Google’s then current Terms of Use for Google Maps/Google Earth (http://www.google.com/intl/en_us/help/terms_maps.html) and by using the Geo-Location Services, you are agreeing to be bound by Google’s Terms of Use.

13. Account Security

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 by contacting us through our hotline, [insert hotline number] or email us at service@medisgo.com. Medisgo 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 and/or Healthcare Provider, 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.

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

14. Personal Data Protection

By using the Application and Services, you hereby provide your consent for us to collect and process your personal data in accordance with the Privacy Policy which is made available on our Application. Please read and understand our Privacy Policy before registering to use our Application and Services.

15. License and Limitations on Use

Medisgo grants to you a limited, personal, non-exclusive and non-transferable right and license to use the Website and 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, domain names, trade mark, 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 Medisgo 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 Medisgo. 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 Site to weblogs, news groups, social media, mail lists or electronic bulletin boards, without our written consent.

By using the Application or the Services, 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 Healthcare 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.

16. Limitation of Liability

You acknowledge and agree that Medisgo 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 Medisgo 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, services or website;
- (b) the use of any content or other material on or through the application, services or website 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, services or website;
- (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 of the website or any doctor or healthcare professional; or
- (f) any other matter relating to the application, services or the website.

In no event shall Medisgo'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 of RM10. If any portion of this limitation of liability is found to be invalid, Medisgo'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.

17. Indemnification.

You agree to defend, indemnify, and to hold harmless Medisgo together 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 legal 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 our website; 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 Medisgo (and its officers and directors) harmless applies whether a claim against Medisgo 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, Services and/or our website caused damage to you or to any third party and/or your use and access to the Application, Services and/or our website.

■ In addition, you agree to indemnify, defend and hold harmless your Healthcare Provider(s) from and against any third-party claims resulting from your lack of adherence with the advice or recommendation(s) of such Healthcare Provider. This indemnification section shall survive your termination of or cessation of use of the Application, Services and our website.

18. General

■ Governing Law

This Agreement shall be governed by the laws of Malaysia and the courts of Malaysia shall have non-exclusive jurisdiction.

■ Dispute Resolution

You agree to resolve disputes with Medisgo arising from the use of Site and/or Services by way of mediation or arbitration, subject to the sole discretion of Medisgo.

■ Entire Agreement

This Agreement contains the final and entire agreement between us 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.

■ Severability

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.

■ Assignment

This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. For avoidance of doubt, Medisgo may assign its rights and obligations under this Agreement. This Agreement will inure to the benefit of Medisgo's successors, assigns and licensees.

■ Non-Waiver

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.

■ Force Majeure

Medisgo shall not be liable to you as a result of any delay or failure to perform its obligations as a result of the Force Majeure Event.