

TERMS OF SERVICE FOR DOCTOR2U

last updated September 2022

DO NOT USE OUR SERVICES OR THE APPLICATION TO SEEK MEDICAL SERVICES FOR SOMEONE WHO IS UNCONSCIOUS, NOT BREATHING OR GASPING FOR AIR, EXPERIENCING AN ALLERGIC REACTION, HAVING CHEST PAIN, UNCONTROLLABLY BLEEDING, OR ANY OTHER SYMPTOMS THAT REQUIRE IMMEDIATE OR EMERGENT MEDICAL ATTENTION. CALL 999 OR GO TO THE NEAREST EMERGENCY ROOM (ER) IMMEDIATELY IF YOU HAVE AN EMERGENCY MEDICAL NEED.

Ali Health Sdn. Bhd. and its predecessors, successors, licensors, beneficiaries and/or affiliates (collectively, “**Doctor2U**”, “**we**”, “**us**” or “**our**”) operate the website located at www.doctor2u.my and other related websites and the Doctor2U mobile application (the “**Application**”) (“collectively, the “**Site**”) with links to these Terms of Service. We offer online telehealth services and other online health-related services, which include Home Visits by healthcare professionals (“**Healthcare Professionals**”), Medication Delivery, Telemedicine Services, e-Shop, Nursing Services and Ambulance Services (collectively “**Services**”). By downloading and using the Site, you agree to be bound by the terms of service set out below (the “**Agreement**”). If you do not wish to be bound by any of the terms of the Agreement, you may not use the Site or the Services.

Doctor2U may amend and update this Agreement at any time without prior notice. Amendments will be effective upon Doctor2U’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.

Words denoting one gender shall include the other gender. Words denoting a singular number shall include the plural and vice versa.

1. Services

1.1 The Healthcare Professionals who deliver Services through Doctor2U are independent professionals practicing within a group of independently owned professional practices collectively known as “**Doctor2U Professionals**”. Doctor2U does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by the Doctor2U Professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither Doctor2U nor any

third parties who promote the Services or provide you with a link to the Services shall be liable for any professional advice or Service you obtain from a Healthcare Professional via the Services.

1.2 Doctor2U provides a platform for users to obtain or procure Services. Unless otherwise stated, the Service is presumed to be supplied by an independent third party who provides the relevant Services through the Application including nurses (of any category), doctors and other medical professionals on the Application (“**Third Party Provider**”), acting as an independent contractor. Where the Service is provided by a Third Party Provider, Doctor2U’s role is merely to link the user with such Third Party Provider. Doctor2U is not responsible for the acts, negligence and/or omissions of any Third Party Provider, and any liability in relation to such Services shall be borne wholly and solely by the Third Party Provider. Third Party Providers shall not represent to be an agent, employee or staff of Doctor2U and the solutions provided by Third Party Providers shall not be deemed to be provided by Doctor2U.

2. Site Content

2.1 None of the Site content (other than information you receive from Healthcare Professionals) should be considered as medical advice or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for you.

3. Privacy

3.1 Doctor2U is required to comply with national privacy and security laws and maintain safeguards to protect the security of your health information. Additionally, the information you provide to your Healthcare Professional during a medical consultation or therapy session is legally confidential, except for certain legal exceptions as more fully described in our Privacy Policy as may be accessed at this link: <https://doctor2u.my/privacy/>. We devote considerable effort toward ensuring that your personal information is secure. Information regarding our use of health and other personal information is provided in our Privacy Policy. As part of providing you the Services, we may need to provide you with certain communications, such as appointment reminders, service announcements and administrative messages. These communications are considered part of the Services. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and Doctor2U. Doctor2U cannot ensure the security or confidentiality of messages sent by email. Information relating to your care, including clinical notes and medical records, are stored on secure encrypted servers maintained by Doctor2U.

4. Representations, Warranties and Undertakings

4.1 When you register on the Site, you are required to create an account (“**Account**”) by entering your name, email address, password and certain other information collected by Doctor2U (collectively “**Account Information**”). To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use our Services. You agree that the Account Information that you provide to us at all times, including during registration and in any information you upload to the Site, shall be true, accurate, current, and complete. You may not transfer or share your Account password with anyone or create more than one Account (with the exception of subaccounts established for children of whom you are the parent or legal guardian). You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. Doctor2U reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and your Account Information. In no event and under no circumstances shall Doctor2U be held liable to you for any liabilities or damages resulting from or arising out of your use of the Site, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else’s account at any time.

4.2 By using the Site and Services, you represent, warrant/undertake that:

4.2.1 You have the legal capacity to enter into the Agreement and that you are at least eighteen (18) years old. You cannot enter into the Agreement if you are below eighteen (18) years old;

4.2.2 You will only use the Site and Services for their intended and lawful purposes;

4.2.3 You will keep your account password or any identification we provide you which allows access to the Site secure and confidential;

4.2.4 You agree to notify us immediately of any unauthorized use of your account or any other breach of security;

4.2.5 You will not interrupt or harm the Site and/or Services in any way;

4.2.6 You will not attempt to commercially exploit any part of the Site without our prior written permission, including without limitation modify any of the Site’s content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our prior written permission;

4.2.7 You shall not impair or circumvent the proper operation of the network which the Service operates on;

4.2.8 You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;

4.2.9 You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;

4.2.10 You will not use the Site for sending or storing any unlawful material or for fraudulent purposes;

4.2.11 You will not use the Site to cause nuisance or behave in an inappropriate or disrespectful manner towards Doctor2U or any third party;

4.2.12 When using the Site or Service, you agree to comply with all laws applicable to you, including regulations and rules issued by Ministry of Health relating to your use of the Service;

4.2.13 You will not copy, or distribute the Site or other content without prior written permission from Doctor2U;

4.2.14 You agree that the Site is provided on a reasonable effort basis;

4.2.15 You agree to assist Doctor2U with any internal or external investigations as may be required by Doctor2U in complying with any prevailing laws or regulations in place;

4.2.16 You agree to assume full responsibility and liability for all loss or damage suffered by yourself, Doctor2U or any other party as a result of your breach of this Agreement.

5. Eligibility

5.1 You must reside in Malaysia and be 18 years of age or older to use the Site and the Services provided through the Site. You understand that there may be no Doctor in your area and we cannot guarantee that a Doctor or other healthcare professionals will be available to provide Services in your area.

5.2 If you are requesting pediatric Services for a minor, you must verify that you are the parent, guardian or other adult responsible for the minor. By using the Site and our Services you represent that you are at least 18 years of age or are the parent, guardian or other adult responsible for a minor.

5.3 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.

6. Our Services.

6.1 House Call

(a) We provide you with a platform to connect with a medically certified and duly registered doctor (“**Doctor**”) who will provide house call services at your door and on-demand in under an hour, be it at your home, office or hotel (“**House Call**”). We perform thorough background checks on Doctors to ensure that they are medically certified and duly registered with the Malaysian Medical Council.

(b) The Doctors that promote themselves on Doctor2U, are acting as independent contractors and are not employees of Doctor2U. Employees of Doctor2U do not provide users healthcare services and take no part in your medical diagnosis and/or treatment. Doctor2U shall not be liable for any professional advice from the doctor providing the house call service to the users in-person or via telephone, nor for any information obtained on our Site. We do not recommend or endorse any specific tests, healthcare or service providers, medications, products or procedures. You acknowledge that your reliance on any doctors that promote themselves on our Site or information provided by such Doctor to you is solely at your own risk and you assume full responsibility for all risk associated therewith, as allowable by the extent of the law.

(c) Consult with your regular licensed doctor as necessary and before seeking any new treatment or before you alter, suspend or initiate any change in your medical treatment, medication routine or healthcare related procedure or activity. Do not disregard medical advice issued to you by your regular licensed doctor or healthcare provider.

(d) The Doctor that promotes itself on Doctor2U is an independent professional solely responsible for the services he or she provides to you, and Doctor2U is not responsible for any issues you may have with respect to the Doctor’s or healthcare professional’s professionalism, timeliness, medical treatment, diagnosis or advice, information provided, or any other actions or omissions arising from, or incident to, any services provided by the Doctor or healthcare professionals.

(e) Upon request for a House Call, the Site will automatically transmit your location which will be used to determine whether the Doctor provides services in your area. Upon providing certain relevant information to the Doctor through the Site, if a Doctor is available, he or she will be dispatched to your location.

(f) If you are using the Site for Services to a minor, you must be available during the Doctor's visit with the minor, you are responsible for payment for the Services provided to the minor, and are assuming the obligations of this Agreement as they relate to the minor.

(g) Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to the Agreement. You are responsible for all equipment and/ or devices necessary to access the Site.

(h) With respect to the provision of House Calls, the Site is exclusively for account management and to provide you with information regarding a Doctor that provides service in your area. No medical care or advice shall be provided directly to you from our Site. A report of your symptoms will be conveyed to the Doctor.

Fees/Rates

(h) Doctor2U charges a fee for the House Call by charging the fees to your e-Wallet, credit or debit card. The fee to be charged is as indicated in the Site and such fees/rates are subject to change at the discretion of Doctor2U at any time without prior notice.

(i) The request made by you is for one patient per visit only.

(j) The applicable rate for the House Call would depend on the time of the day at which the request is made and is as set out below:

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Request made between 8.00 am-7.59 pm – **RM 250** Request made between 8.00 pm – 7.59 am – **RM 380**

(k) If you wish for the Doctor to attend to another person while the Doctor is on site attending to your request, you will need to submit a new request via the Site accordingly.

(l) The rates above are inclusive of basic medications for symptomatic relieve of example fever, pain, cough, runny nose, headache, diarrhea, gastric pain and allergy for up to 3 days' supply only. Any other medications are not included and will be charged separately by the attending Doctor, if prescribed and given.

(m) In order to obtain our Services you must provide us with certain personal information as well as register for and maintain an active personal membership account ("**Account**"). We respect your privacy and a complete statement of our current privacy policy can be found here ("**Privacy Policy**"): <https://doctor2u.my/privacy/>. Our Privacy

Policy is expressly incorporated into this Agreement by this reference. Our Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Doctor2U and Lovy Pharmacy can use such data in accordance with our Privacy Policy.

Refund Policy

There shall be no refund once services have been rendered. A refund will be given where cancellation is made before a request has been accepted by the Doctor. After the Doctor has accepted a request, the user will be fully charged irrespective of whether the user cancels the visit or not. The Doctor will be notified if a visit has been cancelled by a user through the Application. A refund will also be given if the Doctor cancels a visit. If a visit is cancelled by the Doctor, the user will not be charged and the Doctor will not receive a payment for that visit. The user will also be given the option to request for another Doctor and the new transaction will be subject to the same refund policy.

6.2 Pharmacy - Medication Delivery.

(a) Lovy Pharmacy Sdn. Bhd. ("**Lovy Pharmacy**") shall be the only entity legally able to dispense medicines for you when we have received a legally valid prescription issued by an independent healthcare provider and/or healthcare professional. Prescriptions are issued entirely at the discretion of the prescriber. Doctor2U does not involve nor it is intended to be involved in the dispensation of medicines or in any way act as an agent to dispense the medicines. Lovy Pharmacy only acts as an agent to dispense to you the medicines as prescribed and directed by the independent healthcare providers and/or healthcare professionals. Doctor2U and Lovy Pharmacy reserve the absolute right to decline a prescription for any reason whatsoever at any time. In which event, neither Doctor2U nor Lovy Pharmacy be held responsible for such declination and for any consequences thereof. Doctor2U and Lovy Pharmacy shall not be held responsible and liable for any dispensation of prescription medicines as issued and directed by the independent healthcare providers and/or healthcare professionals. Any actions, issues and disputes arising from the prescribing and/or dispensing services of medicines must be taken up and brought against the independent healthcare providers and/or healthcare professionals directly.

(b) Neither Doctor2U nor Lovy Pharmacy is responsible for any failure to deliver medicines within a certain date or time if you have entered an invalid address. You are solely responsible for signing and receiving the medicine package upon delivery. Please present a valid ID for confirmation.

(c) This service is only available in Malaysia.

(d) You are responsible for providing valid credit or debit card details which may be charged for payment. We reserve the right to not deliver medicines to you if your payment details have expired or are invalid in any way. In such cases we will attempt to contact you to enable you to provide updated information to allow us to dispense the medicines.

(e) You are responsible for informing Doctor2U and Lovy Pharmacy if you are taking any other medications, supplements, and traditional medicine.

(f) You are responsible for informing Doctor2U and Lovy Pharmacy of any allergies. Doctor2U and Lovy Pharmacy are not responsible for any allergic reactions resulting from allergies that were not clearly stated.

(k) **Warning – You must check all items dispensed to you and should not take any medication that appears to have been tampered with or which may have been dispensed in error. Failure to abide by this warning could seriously damage your health.** If your prescription medicines appear to be damaged (with evidence and photos taken) then please contact Doctor2U Customer Support at +6012-5251530 or +6012-9525750. We will make every effort to replace any damaged products.

(l) It is important that the information you provide is accurate and that you disclose all relevant facts as this could affect the advice you are given. If you are providing information about a person other than yourself, you must ensure that they understand how their information will be used and that you have their authority to provide it to us and to give the relevant consents on their behalf. By providing their information to us you are confirming this to be the case. **Warning: You must check any advice given by our pharmacists with your own doctor before taking or refraining from any course of action or treatment. Failure to do so could seriously damage your health.**

(m) Cancellation/Confirmation of Orders – We will send an electronic acknowledgement to you upon successful payment of the electronic order. We will not entertain any cancellations once payment is confirmed and submitted by you. If items ordered are unavailable, a message will be sent to you for further action.

(n) Exchange & Refunds – All of our goods sold are non-exchangeable and non-refundable.

(o) We respect your privacy and a complete statement of our current privacy policy can be found here <https://doctor2u.my/privacy/>.

(p) You use this service entirely at your own risk and acknowledge that Doctor2U and Lovy Pharmacy are not responsible for all damage, losses, costs or expenses which you may suffer because the Service is unavailable or does not operate as expected or causes loss or damage to any data.

(q) Doctor2U and Lovy Pharmacy reserve the absolute right to vary these terms & conditions at any time without prior notice at their sole discretion. Any amendments or variations to these terms and conditions will be posted on this site. You are responsible for checking this page for changes and updates to the Terms of Service. Your use of the Site and the Service following any posted change(s) to the Terms of Service will be deemed an acceptance of such change(s).

6.3 Telemedicine Services

(a) Telemedicine is the delivery of health care services using interactive text, audio and video technology, where the patient and the healthcare professional (“**Treating Provider**”) are not in the same physical location. At Doctor2U, we offer such online telemedicine services (“**telemedicine Services**”) enabling users to report their health history and engage Treating Providers to obtain medical and healthcare services. All of the Treating Providers who deliver telemedicine Services through Doctor2U are independent professionals solely responsible for the services each provides to you. Doctor2U does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by Treating Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither Doctor2U nor any third parties who promote the telemedicine Services shall be liable for any professional advice you obtain from a Treating Provider via the telemedicine Services. WHILE WE HAVE MADE A CONCERTED EFFORT TO PROVIDE YOU WITH THE BEST POSSIBLE INFORMATION, THE TELEMEDICINE SERVICES IS NOT A SUBSTITUTE FOR A VISIT WITH YOUR HEALTHCARE PROFESSIONAL, AND ANY RELIANCE UPON OR USE OF THIS INFORMATION BY YOU IS AT YOUR OWN INDEPENDENT DISCRETION AND RISK.

(b) During your telemedicine consultation with a Treating Provider, details of your health history and personal health information may be discussed with you through the use of interactive text, video, audio and other telecommunications technology, and your Treating Provider may perform an examination through these technologies.

(c) The telemedicine Services you receive from Treating Providers are not intended to replace a primary care physician relationship or be your permanent medical home. You

may form an ongoing treatment relationship with some Treating Providers. However, your initial visit with a Treating Provider will begin as a consultation (e.g. to determine the most appropriate treatment setting for you to receive care) and will not necessarily give rise to an ongoing treatment relationship. You should seek emergency help or follow-up care when recommended by a Treating Provider or when otherwise needed, and continue to consult with your primary care physician and other healthcare professionals as recommended. We may make arrangements for follow up care either through Doctor2U or other healthcare providers. You will have direct access to customer support services to follow up on medication reactions, side effects or other adverse events. Among the benefits of our telemedicine Services are improved access to healthcare professionals and convenience. However, as with any health service, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to:

(i) In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate health care decision making by the Treating Provider.

(ii) Delays in evaluation or treatment could occur due to failures of the electronic equipment. If this happens, you may be contacted by phone or other means of communication.

(iii) In rare cases, a lack of access to all of your health records may result in adverse drug interactions or allergic reactions or other judgment errors.

(iv) Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, in rare instances, security protocols could fail, causing a breach of privacy of personal health information.

(d) By accepting these Terms of Service, you acknowledge that you understand and agree with the following:

(i) You understand that you may expect the anticipated benefits from the use of telemedicine in your care, but that no results can be guaranteed or assured.

(ii) You understand and have read Doctor2U's Privacy Policy, which can be found here: <https://doctor2u.my/privacy/>

(iii) Your Treating Provider may determine that the telemedicine Services are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide telemedicine Services to you through the Site.

(iv) Do not use our services or the application to seek medical services that require immediate or emergent medical attention. Call 999 or go to the nearest emergency room immediately if you have an emergency medical need.

6.4 Ambulance Services

(a) Doctor2U offers an ambulance feature (“**Ambulance Feature**”) that connects users to ambulance services (“**Ambulance Services**”) provided by Falck Ambulance Sdn Bhd (“**Falck Ambulance**”), a third party. Ambulance Services include but are not limited to healthcare transportation services, basic life services and advanced life services. By using the Site and the Ambulance Feature, you acknowledge that the Ambulance Feature by Doctor2U is a **TECHNOLOGY PLATFORM** that aims to connect users to the Ambulance Services and as such Doctor2U does not employ any trained medical personnel nor does it interfere with the practice of medicine. Falck Ambulance shall be solely responsible for the Ambulance Services provided to users and all claims and liabilities arising directly or indirectly from or related to the use of the Ambulance Services shall be borne solely by Falck Ambulance.

(b) Doctor2U shall in no event be held responsible for the unavailability of the Site which may be due to any reason, including but not limited to the failure of the user’s mobile network signal, any lack of battery required to sufficiently power the user’s mobile device, and any improper functioning of the Global Positioning System (GPS) functionality.

(c) Given the position and technological nature of the Ambulance Feature, the users of the Site acknowledge that certain factors and circumstances may be beyond Doctor2U’s control and agree that Doctor2U shall not be held liable nor responsible for the same. Such factors and circumstances that are beyond the control of Doctor2U include (but are not limited to) the following:

- Falck Ambulance systems being down
- Server Hosting provider being down
- Malfunctioning of systems
- Falck Ambulance being at full capacity and hence unable to perform Ambulance Services
- The user not being located within our designated service areas (currently only within Klang Valley)
- Delay on the arrival of the ambulances due to traffic and weather conditions, vehicle breakdowns, or any other reason
- The lack of the necessary expertise by the hospitals to deal with your medical issue/emergency

- The inefficiency and incompetency of the hospitals, doctors, support staffs or the administrative staffs of the hospital etc.

6.5 e-Shop

6.5.1 Doctor2U's e-Shop feature ("**e-Shop**") is an e-commerce platform that brings you a one-stop shop for searching and purchasing a wide range of healthcare products and services. Customers who purchase health screening packages from participating healthcare providers may also view their medical test results online through Doctor2U's Health Wallet feature.

6.5.2 For purposes of this Section, the following words and expressions shall have the following meanings:

"Customer Account" means the Customer Account for the Service maintained by Doctor2U on behalf of the Customer in which the personal details of the Customer and the Service will be recorded and made available therein;

"Partner" means the provider or supplier of the goods and/or services for sale or offer for sale on the Site.

"Product" means any good or service for sale or offered for sale on the Site, which includes also Vouchers for the exchange for goods and/or services from the Partner;

"Service" means facilitating the transaction(s) between the customer and the Partner including without limitation the ordering and purchasing of goods and/or services for sale or offered for sale on the Site;

"Site" means the <https://www.shop.doctor2u.my> website and Doctor2U mobile application, which includes any related websites or applications, and all of its divisions, subsidiaries, affiliates, and/or any other entities in BP Healthcare Group.

"Voucher" means a downloadable and/or printable code and/or permit that entitles the holder to a redemption of or exchange for goods and/or services from the Partner.

6.5.3 Orders and Payment

(a) You can make payment for the goods and services pursuant to the various payment methods set out on the Site.

(b) Doctor2U will only assist you to order the relevant goods or services you may require from the selected Partners. When you make an order through Site:

(i) You authorize us to act as your representative to engage the Partner, including making payment thereto in your name and on your behalf, as required;

(ii) After you confirm your order, you shall receive a receipt with an order code at which point a legally binding contract in relation to the Product(s) that you have ordered shall come into existence between you and the selected Partner, as the case may be. Doctor2U is not a party to that contract, unless explicitly provided otherwise herein, and Doctor2U also in no way influences the conclusion or the content of the contract; and

(iii) You acknowledge that the delivery of any Product pursuant to your order shall be subject to your payment having been received in cleared funds.

(c) All transactions shall be payable in Ringgit Malaysia. Doctor2U shall not be responsible for any fee incurred due to your use of e-Wallet, online banking or credit card in connection with any payments hereunder and taxes, including withholding tax, sales tax, services tax, sales and services tax (SST), value-added tax (VAT) or goods and services tax (GST) imposed by any government entity in respect of the Services. Doctor2U shall not be liable for any credit card fraud.

(d) Additional charges may be incurred if you are using a non-Malaysian issued credit/debit card due to Foreign Exchange.

6.5.4 Delivery & Collection

(a) Selected Partners shall deliver the Products you ordered to the delivery address specified and keyed in by you on the order form. Your order will be delivered to you via a courier service company appointed by the Partner.

(b) Estimated delivery time frames indicated below are strictly for reference only and are not guaranteed. Doctor2U shall not be responsible for any losses, liabilities, costs, damages, charges or expenses arising out of or in relation to late delivery.

Location	Estimated delivery time frame
Peninsular Malaysia	7 - 9 business days
East Malaysia	9 - 11 business days

(c) There may be a delivery charge, which will be added when you checkout. Please make sure that you are satisfied with the delivery charge before confirming your order for Products at checkout.

6.5.4 Risk and Property

(a) Doctor2U shall not hold risk and/or property in the Products at any time. Doctor2U shall not be liable for any costs incurred or suffered due to loss, damage or theft of the Products delivered to you.

(b) Risk of damage to or loss of the Product(s) purchased shall pass to you at the time of delivery, or if you wrongfully fail to take delivery of the Product(s) purchased, the time when delivery of the Product(s) is tendered by the Partner.

(c) Notwithstanding delivery and the passing of risk in the goods purchased or any other provision of these Terms and Conditions the property in the goods purchased shall not pass to you until and unless Doctor2U has received in cleared funds payment in full of the price of the goods purchased and all other goods agreed to be sold by Doctor2U to you for which payment is then due.

6.5.5 Voucher Use and Redemption

(a) Voucher(s) purchased shall be redeemable only for the goods and/or services specified on the Voucher and shall only be available for redemption during the period specified on the Voucher.

(b) A Voucher cannot be exchanged or redeemed for cash.

(c) A Voucher cannot be stacked, combined with any other Vouchers or promotional offer unless otherwise specified.

(d) Doctor2U is not responsible for lost or stolen vouchers or fraudulent use of a Voucher or the unique serial number of a Voucher.

(e) A Voucher may contain terms and conditions ("**Voucher Terms**") that supplement, and are to be read as in addition to, these Terms and Conditions. In the event of any inconsistency between the Voucher Terms and these Terms and Conditions, the Voucher Terms shall prevail.

(f) Doctor2U may, at its sole and absolute discretion, allow extension of the redemption or validity period of a Voucher, on a case-by-case basis, subject to the availability of the Partner, provided the following are fulfilled:

- (i) The request for extension is made to Doctor2U before the Voucher is redeemed; and
- (ii) The request for extension is made to Doctor2U no less than fourteen (14) days before the date of expiry of the Voucher;

6.6.6 Voucher Availability and Scheduling

(a) All goods and/or services redeemable by Vouchers purchased are subject to availability. Doctor2U and the Partners do not guarantee that the goods and/or services redeemable by Vouchers purchased will be available at your preferred date and time.

(b) A representation on the Site that goods and/or services will be available over a range of dates does not preclude you from being required to make an appointment or booking to redeem the goods and/or services. Appointments or bookings may not be available on short notice.

(c) Where the goods and/or services redeemable by the Voucher relate to a course or series of sessions or treatments, you agree that these may need to be scheduled at intervals to be determined in consultation with Doctor2U or the selected Partner.

(d) Doctor2U and the selected Partner reserve the right to cancel and reschedule your appointment or booking. Except as required by law, Doctor2U and selected Partner will not be held liable for such events and are not liable to reimburse you for any travelling, accommodation or other loss or expenses suffered or incurred by you or any other person due to any cancelled or rescheduled appointment or booking.

6.5.7 Cancellations, Exchanges and Refunds

(a) All orders are subject to acceptance and availability. Doctor2U reserves the right to cancel orders at any time without assigning any reasons therefor, even after payment has already been made by you. You will be entitled for your refund but the receipt of the refund will depend on the period of time your financial institution takes to process the refund. Doctor2U shall not be liable with respect to any loss, damage, cost or expense that you or any person may incur as a result of any delay in your financial institution processing the said refund.

(b) You are not allowed to cancel the order once the order has been made.

(c) Doctor2U may, at its sole and absolute discretion, allow exchanges or refunds on Product(s) purchased which are goods, on a case-by-case basis, on the following conditions:

(i) the request for exchange or refund is made to Doctor2U via email at support@doctor2u.my within seven (7) days from the date of delivery of the Product(s); and

(ii) The Product(s) in question is of unsatisfactory quality, defective, unfit for their intended purposes, or do not match their description on the Site.

(d) Doctor2U reserves the rights to request from you any supporting documents and/or proof that the relevant Product(s) are of unsatisfactory quality, defective, unfit for their intended purposes, or do not match their description on the Site. All supporting documents and/or proof must be provided to us within two (2) days upon our request. Exchanges or refunds will only be processed upon our review and successful verification of the supporting documents and/or proof as well as our receipt of the relevant Product(s) from you.

(d) Exchanges or refunds on Product(s) which are goods may be subject to a delivery and/or processing fee as shall be determined by Doctor2U in its sole and absolute discretion, on a case-by-case basis. Exchanges or refunds to be made to you through your payment account. Product(s) returned for a refund shall be refunded at the price which you had paid at the point of ordering, less any applicable delivery and/or processing fee.

(e) Partner(s) will bear the full responsibility for all refund requests arising from or in connection to delivery (including but not limited to late or non-delivery) and Products complaints (including unsatisfactory quality, defective, unfit for the Products intended purposes, expired or do not match their description on the Site).

(f) Product(s) that are classified under medical devices, disposable items, perishable items such as snacks, meals, and beverages or one time used items are strictly not exchangeable or returnable for hygienic purposes.

(h) Promotion/Sale items and purchases made with discount vouchers and promo codes are non-refundable and non-exchangeable.

(i) For failed deliveries, Partner(s) will contact you directly to follow up on making another delivery attempt (limited to a total of 2 delivery attempts per order). Failure to deliver after the second attempt will result in a non-refundable order cancellation.

(j) Doctor2U reserves the final right and sole, absolute discretion on all matters relating to cancellations, exchanges and refund, including the appropriate resolution of such matters.

6.5.8 Feedback

(a) You hereby grant Doctor2U an exclusive, royalty-free, perpetual, transferable and irrevocable license to:

(i) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display any comments, bug reports, or feedback provided by you to the Site (collectively, “**Customer Feedback**”) throughout the world in any media for any purpose, now known or hereafter devised; and

(ii) 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) Doctor2U reserves the right for any reason in its sole discretion to remove without notice any Customer Feedback from the Site.

6.5.9 Modification to the Services / Suspension or Termination of Customer Account

Doctor2U reserves the sole and absolute right to:

(i) without any prior notice; and/or add, amend and/or vary the Services without assigning any reasons whatsoever and

(ii) suspend the operation of the Customer Account and/or terminate the Customer Account without assigning any reasons whatsoever and without any prior notice.

6.5.10 Disclaimers of Warranties

(a) You irrevocably and unconditionally agree to use the Site and the Services at your own risk. Doctor2U 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.

(b) 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 Doctor2U 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.

(c) The information provided on healthcare goods, services, and packages 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. If you are

unsure whether the or which healthcare goods, services, or packages would be suitable to meet your needs, please seek advice first from your doctor or the relevant healthcare centre. Otherwise, you may end up signing up for packages which may not meet your expectations or needs. Doctor2U 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.

6.6 Online Result Viewing

6.6.1 You may also view your laboratory test results and radiology images (“**Medical Reports**”) on the Site (“**Result Viewing Services**”).

6.6.2 By obtaining or accessing your Medical Reports via your account on the Site, you hereby unconditionally agree to be fully bound by the Terms and Conditions stated herein. The information, content and services contained in your account and the Site are subject to change at any time at the sole discretion of Doctor2U and without any prior notice.

6.6.3 You agree that Doctor2U is a TECHNOLOGY PLATFORM that connects users to independent third-party providers in the Doctor2U network, and as such Doctor2U takes no part in the carrying on of the relevant laboratory and radiology tests or the production of the Medical Reports. Doctor2U is merely providing a platform to you to view your Medical Reports through the Result Viewing Services. Doctor2U expressly disclaims all warranties and responsibilities of any kind, whether express or implied, for the accuracy or reliability of the content of any information contained under the Result Viewing Services and shall NOT be liable for any inaccuracy or incorrectness of the Medical Reports displayed on its platform. WHILE WE HAVE MADE A CONCERTED EFFORT TO PROVIDE YOU WITH THE BEST POSSIBLE INFORMATION, THE RESULT VIEWING SERVICES IS NOT A SUBSTITUTE FOR A VISIT WITH YOUR HEALTHCARE PROFESSIONAL, AND ANY RELIANCE UPON OR USE OF THIS INFORMATION BY YOU IS AT YOUR OWN INDEPENDENT DISCRETION AND RISK.

6.6.4 You shall not abuse or misuse the Result Viewing Services, including but not limited to:

(a) engage in any illegal or fraudulent activities;

(b) supply or attempt to supply any false or misleading information, or make any misrepresentation to Doctor2U or the Partners;

(c) in any manner that may damage, disable, overburden, corrupt or impair your account, the Result Viewing, our website, the hardware or application and software

system, security protocols, information or other operations or interfere with any party's use and enjoyment of his or her account, the Result Viewing and our website; and

(d) attempt to gain or gain unauthorized access to any account(s) other than your own account through hacking, password mining or any other means.

6.6.5 You shall be responsible for regularly checking your account and keeping your personal details up to date. You shall notify us and/ or the Partners of any changes, omissions or incorrect details as soon as you become aware of any of them. Doctor2U shall not be responsible for any failure by you to notify us and/ or the relevant Partners of any such changes, omissions or incorrect details or for any incorrect information notified to us and/ or the relevant Partners.

6.6.6 You agree that:

(a) you are solely responsible for your computer, system or other device from which you access your account, the Site and the Result Viewing Services, including but not limited to the maintenance, operation and permitted use of such computer, system or other device and that it is your obligation to comply with any criteria as may be imposed by Doctor2U from time to time in respect of your computer, system or other devices from which you access your account, the Site and the Result Viewing Services (including any software used);

(b) you shall not access your account, the Site and the Result Viewing Services using any computer, system or other device which you do not own unless you have received the owner's permission;

(c) you shall ensure that any computer, system or other device from which you access and use your account, the Site and the Result Viewing Services shall be properly maintained and shall be free from any defects, viruses or errors;

(d) you shall ensure that your PC or laptop is equipped with the latest anti-virus and anti-spyware software and that the software is at all times installed and updated with the latest pattern;

(e) you shall ensure that you have downloaded the Application from trusted channels; and

(f) any material downloaded or otherwise obtained through the use of your account, the Site and the Result Viewing Services is done at your own risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

6.6.7 Doctor2U reserves the sole and absolute right to:

- (a) add, amend and/ or vary the Site and Services at any time without assigning any reasons whatever 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.

6.6.8 You hereby irrevocably and unconditionally agree to give consent to Doctor2U:

- (a) to collect, store, hold, transfer (within or outside Malaysia), administer and process your personal data including but not limited to your name, NRIC No./ Passport No., contact details, medical history, information and medical report(s) for our internal use and records;
- (b) to disclose and release your personal data to the relevant government authorities and agencies, where it is required under the law which we may deem necessary; and
- (c) to perform the Result Viewing Services.

6.7 Nursing Services

6.7.1 Please note that the services hereunder are to be supplied by Caregiver Asia (M) Sdn Bhd (“**Caregiver Asia**”) acting as an independent contractor. Doctor2U’s role is merely to link the user with Caregiver Asia.

6.7.2 Doctor2U is not responsible for the acts and/or omissions of Caregiver Asia, and any liability in relation to such services shall be wholly borne by Caregiver Asia.

6.7.3 Caregiver Asia shall not represent to be an agent, employee or staff of Doctor2U and the solutions provided by Caregiver Asia shall not be deemed to be provided by Doctor2U.

7. Internet Delays

7.1 You acknowledge that the Service and/or the Site 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 Lovy Pharmacy / Treating Providers / Partners / Falck Ambulance / Caregiver Asia being faulty, not connected, out of range, switched off or not functioning. Neither Doctor2U nor Lovy Pharmacy / Treating Providers / Partners / Falck Ambulance / Caregiver Asia is responsible for any delays, delivery failures, damages or losses resulting from such problems.

8. IMPORTANT HEALTH AND MEDICAL NOTICES AND DISCLAIMERS.

8.1 BY USING THE SITE OR ANY OF THE SERVICES YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT DOCTOR2U IS NOT A MEDICAL ORGANIZATION, HOSPITAL OR STAFFED BY MEDICALLY TRAINED PERSONNEL.

8.2 PLEASE NOTE THAT DOCTOR2U'S EMPLOYEES CANNOT PROVIDE YOU WITH MEDICAL ADVICE AND NOTHING THAT YOU MAY READ IN OR THROUGH THE USE OF THIS SITE OR ANY OF THE SERVICES SHOULD BE CONSTRUED AS MEDICAL ADVICE. ALTHOUGH THE INDEPENDENT CONTRACTORS (INCLUDING LOVY PHARMACY, TREATING PROVIDERS, PARTNERS, FALCK AMBULANCE, CAREGIVER ASIA) AND THEIR EMPLOYEES MAKE AN EFFORT TO PROVIDE QUALITY INFORMATION TO YOU, DOCTOR2U EXPRESSLY DISCLAIMS ANY IMPLIED GUARANTEE OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELEVANCE OF ANY INFORMATION PROVIDED THROUGH THE SITE, OR THE SERVICES OF HEALTHCARE PROFESSIONALS SENT TO YOU OR ANY MEMBER OF YOUR FAMILY THROUGH THE SITE.

9. Geo-Location Functionality

9.1 The Services include and make use of certain functionality and services provided by third parties that allow Doctor2U 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.

10. Credit Card Billing and Purchases

10.1 Doctor2U billing will be through our appointed payment gateway service provider, RazerPay (formerly known as Molpay).

11. Account Security

11.1 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. Doctor2U 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 healthcare professional, 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.

11.2 Once it is received, your personal information and that of any minor for whom you are responsible is kept secure by Doctor2U in accordance with applicable law.

12. License and Limitations on Use

12.1 Doctor2U grants to you a limited, personal, non-exclusive and non-transferable right and license to use the Site and to access our Services using the Site. Unless otherwise specified in writing, the Site and Services are strictly for your personal and non-commercial use only. The Site, including, without limitation, the content, 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 Site (the “**Proprietary Materials**”) are the property of Doctor2U 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 Doctor2U. Unless you have our prior 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, mail lists or electronic bulletin boards, without our prior written consent.

12.2 By using the Site 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 Doctor2U and the independent contractors (including Lovy Pharmacy / Treating Providers / Partners / Falck Ambulance / Caregiver Asia) ;

(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.

13. MEMBER CONDUCT

13.1 We reserve the right to terminate your Member status if you misuse the Application, our Services or our website, or if you violate this Agreement including, without limitation, the following rules of conduct:

13.2 You may not:

(a) Upload, post, or transmit to the Doctor or the independent contractors (including Lovy Pharmacy / Treating Providers / Partners / Falck Ambulance / Caregiver Asia) by any means, or otherwise make available any 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;

(b) Impersonate any person or entity, including another Member, the independent contractors (including Lovy Pharmacy / Treating Providers / Partners / Falck Ambulance / Caregiver Asia), or an employee of Doctor2U, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(c) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted;

(d) Upload, post, email, or otherwise transmit through the Site by any means, content, materials, or comments that could be characterized as "medical advice;"

(e) Attempt to interfere with or disrupt our servers or networks;

(f) Stalk or otherwise harass another user or Member of our Services or any of our employees, or the independent contractors (including Lovy Pharmacy / Treating Providers / Partners / Falck Ambulance / Caregiver Asia);

(g) Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users, any minors, or Members, including user names or passwords; or access or attempt to access another user's account without his or her consent or, in the case of a minor, that of the minor's parent or guardian or other responsible adult.

(h) Intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of law.

14. DISCLAIMERS OF WARRANTIES

YOU USE THE APPLICATION, THE SERVICES, INCLUDING THE DOCTOR'S AND HEALTHCARE PROFESSIONALS' SERVICES, AND OUR WEBSITE AT YOUR OWN

RISK. DOCTOR2U EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS OR EFFICACY OF THE CONTENT OF THE SITE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY MINOR FOR WHOM YOU ARE RESPONSIBLE FOR ANY ERRORS, MISTAKES, OR INACCURACIES IN SUCH CONTENT OR IN THE SERVICES PROVIDED BY DOCTOR2U OR THE SERVICES, INFORMATION AND ADVICE PROVIDED BY THE INDEPENDENT CONTRACTORS (INCLUDING LOVY PHARMACY / TREATING PROVIDERS / PARTNERS / FALCK AMBULANCE / CAREGIVER ASIA) OR THROUGH OUR APPLICATION OR WEBSITE. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE APPLICATION SERVICES, OUR WEBSITE, THE INDEPENDENT CONTRACTORS AND THE CONTENT AND SERVICES AVAILABLE THROUGH THE FOREGOING IS ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND DOCTOR2U 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. DOCTOR2U DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT, AND MATERIALS AVAILABLE THROUGH THE APPLICATION OR OUR WEBSITE, INCLUDING WITHOUT LIMITATION THE AVAILABILITY, USE, OR RESULTS OF SERVICES PROVIDED BY THE INDEPENDENT CONTRACTORS (INCLUDING LOVY PHARMACY / TREATING PROVIDERS / PARTNERS / FALCK AMBULANCE / CAREGIVER ASIA) . IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN DOCTOR2U' LIABILITY AND RESPONSIBILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. You acknowledge and agree that Doctor2U **does not provide medical advice, diagnosis, or treatment**, and is strictly a technology platform and infrastructure for connecting patients with independent contractors (including Lovy Pharmacy / Treating Providers / Partners / Falck Ambulance / Caregiver Asia) in the Doctor2U network. You acknowledge and agree that the independent contractors using the Site 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 health care services performed, and that all diagnoses, treatments, procedures and other professional health care services will be provided and performed exclusively by or under the supervision of independent contractors, in their sole discretion, as they deem appropriate.

15. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT DOCTOR2U AND LOVY PHARMACY 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 DOCTOR2U 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 INDEPENDENT CONTRACTORS (INCLUDING LOVY PHARMACY / TREATING PROVIDERS / PARTNERS / FALCK AMBULANCE / CAREGIVER ASIA); OR (F) ANY OTHER MATTER RELATING TO THE APPLICATION, SERVICES OR THE WEBSITE. IN NO EVENT SHALL DOCTOR2U'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 PAID BY YOU TO DOCTOR2U TO USE THE SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, DOCTOR2U'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM 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.

16. DISCLAIMERS REGARDING DOCTOR AND HEALTHCARE PROFESSIONALS

DOCTOR2U DOES NOT EXPRESSLY ENDORSE ANY DOCTOR OR HEALTHCARE PROFESSIONAL ON THE APPLICATION. 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 DOCTOR2U. 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. DOCTOR2U 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 DOCTOR2U 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 DOCTOR2U 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.

17. Indemnification

You agree to defend, indemnify, and to hold harmless Doctor2U and Lovy Pharmacy, together with their 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 attorneys' 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 Doctor2U (and its officers and directors)

harmless applies whether a claim against Doctor2U 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 Treating Provider(s) from and against any third party claims resulting from your lack of adherence with the advice or recommendation(s) of such Treating Provider. This indemnification section shall survive your termination of or cessation of use of the Application, Services and our website.

18. Business Uses of Our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Doctor2U and Lovy Pharmacy, together with their respective directors, officers, affiliates, agents and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and legal fees.

19. Governing Law

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. 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. Doctor2U may amend and update this Agreement at any time without prior notice. Amendments will be effective upon Doctor2U'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. We may discontinue or change the Application, Services and/or our website, or its/their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the Malaysia applicable to contracts made entirely within Malaysia and wholly performed in Malaysia, without regard to any conflict or choice of law principles. The sole and exclusive jurisdiction and venue for any litigation arising out

of this Agreement or in any way related to the Application will be an appropriate federal or state court located in Malaysia.

20. Assignments

Doctor2U may assign its rights and obligations under this Agreement. This Agreement will inure to the benefit of Doctor2U's successors, assigns and licensees. 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.

21. 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 Doctor2U may communicate your personal information to the independent contractors (including Lovy Pharmacy / Treating Providers / Partners / Falck Ambulance / Caregiver Asia) featured on the Site in connection with any services provided by the relevant independent contractors to you.

Doctor2U is not responsible for any unauthorized promotions and offers offered by third parties through the Site .

22. Force Majeure

22.1 Doctor2U shall not be liable to you as a result of any delay or failure to perform its obligations under the Terms and Conditions as a result of the Force Majeure Event.

22.2 Force Majeure Event means a certain condition beyond the control of Doctor2U including but not limited to war, martial law, declaration of national emergency, revolution, natural disaster, pandemics, epidemics, outbreaks, disruption or the closure of any stock exchange, bank or clearing house, government action, riot, civil commotion, fire, explosion, sabotage, terrorism or embargo.