



TERMS OF USE FOR USERS

The following terms and conditions constitute an agreement between you and GenSE Sdn Bhd (Company No. 951151-A) (“GenSE,” “we,” or “us”), the operator of iDialysis (the “Site”) and related websites, services and mobile applications (“Application”) provided by us and in respect of which these Terms of Use are referenced (collectively, the “Services”). These terms of use (the “Terms of Use”), together with our Privacy Policy (which is incorporated herein by reference, and collectively, this “Agreement”) govern your use of the Services. By using or otherwise accessing the Services, you agree to the terms of this Agreement. If you do not agree with this Agreement, you must refrain from accessing or using the Services. Please note that we offer the Services "AS IS" and without warranties. You are required to register and authorize the use and disclosure of your information for purposes of allowing us to provide the Services and as otherwise disclosed in our Privacy Policy.

1. SERVICES

The services and features of the Services enable you to make online medical appointments with participating doctors, nurses or other healthcare specialists, professionals or providers (“Healthcare Providers”) through the Site, the Application and/or the Services. Once an online medical appointment request is submitted by you through the Services, such request is considered accepted by the Healthcare Providers, until and unless you cancel the appointment or if the Healthcare Providers cancels the appointment. When the requested medical appointment is cancelled by the Healthcare Providers (“Cancelled Appointment”), we will provide notification of such Cancelled Appointment to you through the Application and/or by email. You authorise us to release the details of appointments made through the Services and of any resulting visits to the Healthcare Providers to your employer in the event that your employer is responsible to bear the cost of the medical/dental services to be provided to you. We have no control over, and cannot guarantee the availability of any Healthcare

Providers at any particular time. We will not be liable for cancelled or otherwise unfulfilled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from or related to the use of the Services. We use reasonable efforts to ensure that Healthcare Providers only participate in the Services if they hold all current licenses required by law to practice medicine/dental in the country. We may exclude Healthcare Providers who, in our discretion, have engaged in inappropriate or unprofessional conduct. Notwithstanding the foregoing, the Healthcare Providers shall be solely responsible for all losses or damages incurred or suffered by you arising out of or in connection with your visit to the Healthcare Providers or from any goods or services of the Healthcare Providers. We are neither an agent of nor are we connected with any Healthcare Providers. No medical professional/patient relationship is created by using the Site, the Application, the Services and/or the Content (herein defined). The procedures, products, services and devices discussed and/or marketed through the Services are not applicable to all individuals, patients or all clinical situations. We reserve the right to suspend and/or terminate your account at any time which will result in your inability to use the Services.

2. CONTENT

You acknowledge that although some Content may be provided by individuals or other users of the Services who are in the medical profession, the provision of such Content does not create a medical professional/patient relationship, does not constitute an opinion, medical advice, diagnosis or treatment nor is it a substitute for the same. The Content is provided solely to assist you with locating a Healthcare Provider for your medical or dental needs. "Content" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services, the Application and/or Site, including without limitation Content provided in direct response to your questions or postings. Your use of the Content is solely at your own risk. The Content that you obtain or receive from iDialysis, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services are purely for informational, educational, scheduling and pricing purposes only. We may, but have no obligation to have Content posted through the Services reviewed by our editorial personnel. It is important to note, however, that the timeliness, accuracy, and completeness of any or all of the Content are not guaranteed. We will not be responsible for any errors or omissions or for the results obtained from the use of such Content.

3. NO WARRANTIES IN RELATION TO HEALTHCARE PROVIDERS

Healthcare Providers listed through the Services with whom you may book appointments enter into contracts with us and may pay us a fee for the services we provide to them through the Services. We will provide you with lists and/or profile of Healthcare Providers who you may find suitable to provide the healthcare services you need. Notwithstanding the foregoing, we do not: (a) recommend or endorse any Healthcare Providers and (b) make any representations or warranties with respect to these Healthcare Providers or the quality of the healthcare services they may provide.

4. **REGISTRATION** As part of the registration process, you are required to provide a user name and create a password. These are your registration details for accessing the Services that are only available to users ("Registration Details"). The Registration Details must be kept confidential at all times and must not be disclosed to anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to hello@iDialysis.my. You must be 13 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 13 years of age, to register with us or use the Site, the Application and the Services. If you are below the age of 13 or the applicable legal age in your jurisdiction, you can use the Site, the Application or Services only under the supervision of your parent or guardian who has agreed to these Terms of Use. If you are the parent or legal guardian of a child under the age of 13, you may use the Site, the Application or Services on behalf of such minor. By using the Site, the Application or Services on behalf of such minor, you represent and warrant that you are the parent or legal guardian of such minor and that all references in these Terms of Use to "you" shall refer to such minor or such other individual for whom you have authorization to enter into these Terms of Use on their behalf and you in your capacity as the parent or legal guardian of such minor or as the authorized party of such individual. If you do not qualify under these terms, do not use the Site, the Application or Services. Registration of the Services is void where prohibited by applicable law and the right to access the Site is revoked in such jurisdictions. By using the Site, the Application and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. The Site is administered in Malaysia and intended for Malaysian users; any use outside of Malaysia is at the users own risk and users are responsible for compliance with any local laws applicable to their use of the Services, the Application or the Site.

5. USER OBLIGATIONS

By registering for access to the Site or the Application and use of the Services, you agree to abide by the following terms and conditions: (1) you are responsible for protecting the confidentiality of your username and password and the safety and security of any computer, mobile phone and/or any other equipment and/or hardware you use to access the Services; (2) you will not post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable; (3) you agree not to impersonate any other person; (4) you agree to provide current, accurate and upto-date information about yourself as required under these terms and conditions; (4) you agree not to post or transmit any unsolicited advertising or promotional materials; (5) you will not post or transmit any material in which the copyright is owned by another person or entity and you warrant that all material posted or transmitted is your original work and not sourced from any third party; (6) you will not post or transmit any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware; and (7) you accept that any information provided by us is general information and is not in the nature of advice. We derive our information from sources which we believe to be accurate and up to date as at the date of publication and reserve the right to update this information at any time.

6. YOUR PERSONAL INFORMATION

We collect and process your personal data in accordance with the Privacy Policy at iDialysis and you hereby consent to the processing of your personal data in accordance with the said notice.

7. YOUR RESPONSIBILITIES

Even though the Services are provided free of charge, charges for any medical or related services rendered by Healthcare Providers will apply and will be entirely your responsibility. You must resolve any dispute between you and any Healthcare Providers arising from any transaction hereunder directly with the Healthcare Providers. Any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. We reserve the right to remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your access and use of the Services. You may only use the Site, the Application and the Services for lawful, non-commercial purposes. You may not use the Site in any manner that could damage, disable, overburden, impair our

servers or networks, or interfere with any other party's use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, computer systems or networks through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Content or portion of the Site, the Application and/or Services for any purpose whatsoever.

8. CHANGES TO THE SERVICES

We may from time to time add new services to the Services, substitute a new service for one of the existing Services, discontinue or suspend one of the existing Services. The use of new services will be governed by this Agreement. You agree that iDialysis will not be liable to you or any third party for any suspension or discontinuation of any of the Services or portion thereof. It may be necessary for us to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services, which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Services. In this regard, we will not be liable to you or any third party for any such degradation in the quality or outage of the Services.

9. CONTENT YOU POST OR SUBMIT

You may have in the future the opportunity to submit feedback regarding your experiences with Healthcare Providers featured through the Services, to submit inquiries concerning possible medical needs, to participate in the other interactive and community features of the Site (collectively "Posted Information"). It is important that you act responsibly when providing Posted Information and you shall at all times comply with the above section on User Obligations. We reserve the right to investigate and take appropriate legal action against anyone who breaches this provision or the above section on User Obligations, including without limitation, removing any offending communication from the Services and terminating the account of such violators or blocking your use of the Services. By posting Posted Information through the Services, you agree to and hereby do grant, and you represent and warrant that you have the right to grant to us and our contractors an irrevocable, perpetual, royalty-free, fully sublicensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, distribute such Posted Information to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information. You agree that we are entitled to combine your Posted Information with the Posted Information of other iDialysis users for purposes of constructing

or populating a searchable database of reviews and information related to the healthcare industry.

10. INTELLECTUAL PROPERTY RIGHTS

Copyright in the Services and the Content (including text, graphics, logos, icons, sound recordings, video recordings and software) is owned or licensed by us. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain our proprietary information. We give you permission to use the Services and the Content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. Except as expressly authorised by these terms and conditions, you may not in any form or by any means: (1) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Services; (2) commercialise any information, products or services obtained from any part of the Services; (3) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of Site, the Application and/or the Services or use any part of the same to provide or incorporate into, any product of service provided to a third party; or (4) downloading or storing the Content. Subject to the foregoing restrictions, we grant you a non-exclusive, non-transferable, revocable license to use the Site and the Application, in object code form only, on your compatible mobile, tablet or other handheld computing devices, solely for your permitted use of the Services. If you use any of our trademarks, rights in internet domain names and website addresses and other rights in trade names ("Marks") in reference to our activities, products or services, you must include a statement attributing the Marks to us. You must not use any of the Marks: (1) in or as the whole or part of your own trademarks; (2) in connection with activities, products or services which are not ours; (3) in a manner which may be confusing, misleading or deceptive; and/or (4) in a manner which disparages us or our information, products or services (including the Services).

11. LINKS TO OTHER SITES

The Services may contain links to other websites ("Linked Websites"). Such links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with the Linked Websites. The Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or

services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

12. PROHIBITED ACTIVITIES

We may (but shall be under no obligation to) investigate if you have misused the Site, the Services and/or the Application, or behave in a way, which we regard as inappropriate, unlawful or illegal. The following is a non-exhaustive list of prohibited activities which you shall not engage in with respect to the Site, the Services and/or the Application. We reserve the right to amend this list at any time. The prohibited activities include, without limitation: (1) sending or posting or distributing materials, which constitutes or encourages conduct that would be considered a criminal offence in Malaysia or any other country in the world; (2) impersonating any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; (3) expressing or implying that any statements you make are endorsed by us without our specific prior written consent; (4) using any robot, spider, or other device or process to retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of the Services; (5) "frame" or "mirror" any part of the Site, the Services and/or the Application, without our prior written authorization; (6) using any code or other devices containing any reference to us, the Site, the Services and/or the Application to direct persons to any other website and/or service; (7) using the Services or content contained in the Site and/or the Application for any illegal, fraudulent or harmful purpose; (8) interfering with or disrupting the operation of the Site or the servers or network used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks; (9) violating any laws; (10) publicly disseminate information regarding the performance of Site, the Services and/or the Application or access or use the Site, the Services and/or the Application for competitive analysis or benchmarking purposes.

13. DISCLAIMER

You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. We make no representations or warranties regarding suggestions or recommendations or endorsements of services or products offered or purchased through the Services. To the maximum extent permitted by law, we hereby disclaim all statutory warranties, with respect

to the Services, the Application and the Site, including without limitation 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 Services (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness or completeness of information provided by users of the Services or any other data or information provided or received through the Services. Except as expressly set forth herein we make no warranties about the Services or any other security associated with the transmission of sensitive information. We do not warrant that the Site, the Application or the Services will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the Services, Application or Site are free of computer viruses, contaminants or other harmful items.

14. LIMITATION OF LIABILITY

Your sole and exclusive remedy for any dispute with us is the cancellation of your registration. In no event shall our total cumulative liability to you for any and all claims relating to or arising out of your use of the Services, the Application or the Site, regardless of the form of action, exceed RM10. In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages arising from your use of, or inability to use, the Site, the Application and/or the Services. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, computer failure or malfunction, any other commercial damages or losses, or medical malpractice or negligence of Healthcare Providers utilized through use of the Services, even if we knew or should have known of the possibility of such damages.

15. INDEMNIFICATION

You agree to indemnify us against any loss, damage or cost incurred by us arising out of your access or use of the Site, including, without limitation, the Services, the Application, the Content or any other information accessible over or through the Site and/or the Application, any content submitted by you or your violation of these terms and conditions, or any other laws, regulations and rules. You will also indemnify us against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

16. TERMINATION

We may terminate and/or suspend your registration immediately, without notice, if there has been a breach of this Agreement or other policies and terms posted on the Site, the Application or through the Services by you or by someone using your Registration Details. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period. We shall not be liable to you or any third party for any termination of your access to the Site, Application and/or the Services. Further, you agree not to attempt to use the Site, Application and/or the Services after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to re-register). Sections 2, 3, 6, 9, 10, 13, 14, 15, 16, and 17 shall survive any termination or expiration of these Terms of Use.

17. GENERAL

17.1 Amendments to These Terms of Use

We reserve the right to amend these Terms of Use and the other documents consisting of the Agreement at any time. Upon any such change, we will post the amended terms on the Site or we may also attempt to notify you via electronic or conventional mail. Your continued access to and/or use of the Site, the Application and/or the Services following such posting and/or notice shall constitute your agreement to be bound by these Terms of Use or other applicable Agreement document, as amended. If at any time you choose not to accept these Terms of Use, including following any such modifications hereto, then you must stop using the Site, the Application and the Services.

17.2 Severability

If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

17.3 Governing Law

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

17.4 Non-waiver

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The failure of either party to

exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

17.5 Entire Agreement

This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, including the Privacy Policy, constitute the entire agreement between you and us and supersede all previous written or oral agreements.

17.6 Headings

The headings in this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.

17.7 Non-assignment

You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.