

# Terms Of Service

## 1. INTRODUCTION & ACCEPTANCE

These terms and conditions govern your use of the EmedAsia (the "System"). By using the System, you accept and agree to these conditions in full. Do not use this System if you do not agree with these terms and conditions.

EmedAsia is a service of MMAKoop. (hereinafter referred to as, "MMAKoop", "we", "us", or "our"). As used therein, all references to "MMAKoop" mean all its related or affiliated entities, and their respective directors, officers, representatives, employees, consultants, agents, service providers, suppliers, and licensors.

The System provides restricted access to certain content and services for various healthcare stakeholders, including clinicians and other healthcare providers, medical social workers, laboratory service providers, vendors of health equipment, and designated staff of MMAKoop.

Use of the System requires a user ID and password or additional authentication for access. If MMAKoop or a delegate of MMAKoop provides you with a user ID and password, or any other means to access restricted areas of the System, you must ensure that the ID, password, or other means of access are kept strictly confidential.

These Terms of Service (hereinafter referred to as, "Terms", "Agreement") also include the EmedAsia Privacy Policy, which is incorporated by reference and forms part of this Agreement.

## 2. DEFINITIONS

**"EMedAsia" ("the System")** is a free, secure service offered by MMAKoop. The service allows System users to access and manage benefits provided by MMAKoop.

**"Account Management Privileges"** means the access and associated rights to use the System to: (1) see the personal information of users who are registered to a System user account; (2) modify users' role; (3) modify users' access to the System; (4) invite persons and create Authorised User accounts; and (5) to revoke authorisation of or terminate an account.

"Administrator" are the most senior System user account holders. They are appointed by MMAKoop and have full access to the System and administrative functions. Administrators always have Account Management Privileges.

"Authorised Users" are nominated by accounts with Account Management Privileges to receive invitation for registration of user account with the System. Authorised Users accounts have limited access to the System and may be edited, terminated, or otherwise changed by accounts with Account Management Privileges. There is no limit to the number of Authorised User accounts that may be appointed by a Administrator.

## 3. ACCEPTABLE USE

### 3.1. INTELLECTUAL PROPERTY

Unless otherwise stated, all information in the System, including, but not limited to, data, text, graphics, images, software, code, metadata, links, audio/video files, and any online functionality forming part of the System (collectively, the "Content") provided through this System are the sole property of MMAKoop or the respective suppliers of such Content. The Content is protected by copyright and other laws.

You agree to abide by all copyright notices and license or use restrictions contained in the System and in any material accessed through the System. Modification of the Content or use of the Content for any purpose other than expressly permitted therein is a violation of copyright and other proprietary rights.

### 3.2. ACCOUNT HOLDER OBLIGATIONS

Content provided in the System may be viewed and used only for its intended purposes. System user account holders are responsible for all activities occurring on their account and any consequences arising from those activities, or for any misuse, failure to properly use, unauthorised viewing, use or disclosure of Content, or inability to use the System, any Content contained therein or accessed through the System. The Administrator is responsible for the activities of all Authorised User accounts authorised under their authority; this includes the requirement to properly assign and terminate accounts.

System users are not permitted to share accounts with any other person for any reason. MMAKoop assumes no liability for the consequences of unauthorised or inappropriate access to the System.

### **3.3. RESTRICTED ACCESS**

MMAKoop reserves the sole right and discretion to restrict access to the System (in whole or in part), disable your user ID and password, or otherwise revoke access, without notice or explanation.

### **3.4. TRANSFERABILITY OF ACCOUNTS**

User accounts, regardless of type, are not transferable between persons.

## **4. PRIVACY AND YOUR PERSONAL INFORMATION**

Your use of the System is subject to the terms of EMedAsia Privacy Policy, as amended from time to time by MMAKoop. If any information provided by you to register for a System account changes, you must promptly update such information.

By submitting to MMAKoop the personal information of your staff or subordinates for registration of Authorised User accounts, you represent and warrant that you have obtained the informed consent of those parties for the disclosure of their personal information by you to MMAKoop for use in the System.

## **5. TERMINATION**

### **5.1. BY MMAKoop**

MMAKoop may, in its sole discretion, terminate any System user account at any time, for any or no reason, with or without prior notice, and without liability. Upon termination, you shall cease all use of the System.

### **5.2. BY SYSTEM USERS**

Administrators have Account Management Privileges and may unilaterally terminate Authorised User accounts authorised under them as they deem appropriate. If any Authorised User account misuses the System, the Administrator must terminate those accounts.

### **5.3. EFFECT OF TERMINATION**

The termination of your account will terminate your access to the System and all services made available to you through the System. You acknowledge and agree that any termination of your registration will entitle MMAKoop to communicate such termination to all service providers, suppliers, or EmedAsia beneficiaries who may need to know about such termination in order to terminate their services provided to you through the System or to cease seeking for services from you. Terminating an account will delete any information associated with that account. MMAKoop assumes no liability for the consequences of lost data as the result of terminating user accounts.

## **6. SECURITY**

### **6.1. WEBSITE SECURITY**

You recognise and agree that:

1. The Internet is not a secure medium. Accordingly, the privacy of your communications, the privacy of your visits to this System, and the privacy of your use of the Content cannot be guaranteed.
2. The nature of Internet communications means that (1) your communications may be susceptible to data corruption, unauthorised access, interception, and delays; (2) the System and the Content may include incomplete information, inaccuracies, or typographical errors; and (3) MMAKoop and any other party involved in the management of the System may make changes to the System and the Content at any time without notice.

### **6.2. ACCOUNT INFORMATION SECURITY**

As an account holder, you recognise and agree that you alone are responsible for the use of any password(s) and/or User ID(s) provided to you in connection with the System, including any service made available to you through the System. You will not disclose any such password(s) and/or User ID(s) to a third party and take all reasonable steps to protect the confidentiality of each such password and User ID. Should you become aware of or suspect any unauthorised use of any of your passwords or User IDs, you must notify MMAKoop immediately by contacting us at +603 4041 1375.

## **7. DISCLAIMERS**

### **7.1. GENERAL**

Unless otherwise expressly stated, the System and the Content is provided “as is” and “as available”, without warranty or condition of any kind, either expressed or implied. MMAKoop expressly disclaims all warranties and conditions, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement with respect to the System and the Content to the fullest extent permissible under applicable law. MMAKoop does not warrant that the System will be error free or will work as intended. The entire risk arising out of the use or the performance of the System remains with you.

### **7.2. NO ADVICE**

Use of the Content in this System is at your own risk. The Content posted in this System is not intended to be a comprehensive or definitive statement concerning the matters therein addressed, or medical, pharmaceutical, therapeutic, legal, or other professional or expert advice, and should not be relied upon as such. In no way should such Content be construed as a recommendation of any drug, therapy, device, medical supplies, or other products or services. You are required to exercise your own professional judgement before acting on any Content provided in this System or on any linked sites.

### **7.3. LINKS TO THIRD PARTY WEBSITES**

Some hyperlinks (“links”) in the System will connect the user to external domains/websites. Such linked websites are entirely independent from MMAKoop and the existence of any link shall not be construed as any reflection on, any affiliation with, approval of, or endorsement by MMAKoop of any such site/domain or entity, or its respective information, publications, products, or services. MMAKoop shall not be responsible for the contents of any site linked to the System or for any further links contained in a linked site. MMAKoop is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement of the linked site or the entity or entities owning or operating such site by MMAKoop. When linking to a third-party site, you are leaving the privacy coverage of the System and are subject to the privacy coverage and security of the third-party site. MMAKoop cannot and does not guarantee that the third-party web site privacy statement is the same or contains the similar provisions as the privacy policies applicable to this System.

## **8. LIMITATION OF LIABILITY**

Subject to applicable law, in no event shall MMAKoop be liable for damages of any kind, including, but not limited to, any direct, indirect, special, punitive, incidental, or consequential damages. This includes, without limitation, any damages related to loss or damages arising from your use of, reliance upon, or inability to use the System or the Content, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if MMAKoop has been advised of the possibility of such damages by you or any other party.

## **9. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you will defend, indemnify, and hold MMAKoop harmless from and against all claims, liability, and expenses, including all legal fees and costs, arising from:

1. any material breach of this Agreement by you, including provisions under the Acceptable Use Policy;
2. your use or misuse of the System, the Content, or any product or service available through the System; and
3. Content submitted by you and its inclusion in the System.

## **10. ENTIRE AGREEMENT**

These terms and conditions of use and any policies, guidelines, or other agreements posted or provided by MMAKoop constitute the entire agreement between MMAKoop and you with respect to your use of the EmedAsia. Notwithstanding the foregoing, any products or services which you use through the System shall be subject to all terms and conditions relating to such product or service provided to you from time to time, including, but not limited to, all terms and conditions posted on the System and all terms and conditions delivered to you (in any manner or form) in connection with any products or services accessed or used.

## **11. SURVIVAL**

All of the provisions of this Agreement (and any documents incorporated by reference) that by their nature are intended to survive, including, but not limited to, disclaimers, limitations on liability, and indemnifications but not warranties, shall survive termination of this Agreement and you agree to remain bound by those provisions.

## **12. REASONABLENESS**

By using this System, you agree that these Terms are reasonable. Do not use the System if you think that these Terms are unreasonable.

## **13. JURISDICTION**

You agree and acknowledge that your use of this System, any Content, and any products or services made available through the System shall be deemed to have occurred and taken place solely in the territory of Malaysia. You further agree and acknowledge that this Agreement, and any disputes in connection or arising from this Agreement and document incorporated by reference in this Agreement, your use of this System, any of its Content, or any services made available through the System, will be governed by the laws of Malaysia applicable therein. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Malaysia in any and all actions, disputes, or controversies relating hereto.

## **14. SEVERABILITY**

If any provision of this Agreement shall be found to be unlawful, void, or unenforceable, then such provision shall be deemed severable here from and will not affect the validity and enforceability of any remaining provisions.

## **15. REGISTRATION**

To sign up for EmedAsia services, you may be asked to complete an online registration form. You agree to provide true, current, complete, and accurate information as requested on any registration form to which this System may direct you, and to update that registration information as soon as possible after any information on such registration form changes.

## **16. CHANGES AND TERMINATION**

MMAKoop reserves the right, at any time, to modify or discontinue, temporarily or permanently, the System (or any part thereof) with or without notice. Further, MMAKoop reserves the right to change these Terms at any time and to notify you by posting an updated version of the Terms on this System. You are responsible for regularly reviewing the Terms of Service. Continued use of the System after any such changes shall constitute your consent to be bound by such changes. Your only right with respect to any dissatisfaction with (1) these Terms of Service, (2) any policy or practice of ours in operating the System, or (3) any content or services available through the System, is to stop visiting and using the System.

## **17. NOTIFICATION OF CHANGES**

Notification of significant changes to these Terms will be provided by MMAKoop via online pop-up messages in the System, emails, or other methods of communication as MMAKoop deems appropriate. A current version of the Terms of Service is always available online for your reference. You are accountable for reading the revised terms when notified. By making a conscious decision to use the System after notification you explicitly provide your consent to the then-current terms.