

Mobile terms and conditions

Last Update: 1-11-2023

1. GENERAL

By installing the application / Apps (defined below), you agree to bound by these Mobile terms and conditions. These Mobile terms and conditions govern your use of the application / Apps, both as a casual visitor and as a registered user. Please review them carefully before installation and/or acceptance.

By using the application / Apps, and/or by registering with us, you signify that you agree to these Mobile terms and conditions, including that you consent to the information practices disclosed in our Privacy Policy.

2. DEFINITIONS

The application / Apps shall mean the Apps “ Doctor Q” (“the Apps”) provided by One Healthcare Medtech Co. Ltd. (“One Healthcare”) to offer services to users including but not limited to the clinics, doctors and patients, to be used on Android / [iOS] devices and any upgrades from time to time and any other software or documentation which enables the use of Apps.

3. DATA PROTECTION

Any personal information you supply to One Healthcare when using Apps will be used by One Healthcare in accordance with its Privacy Policy which can be viewed at www.doctorq.com . We reserve our right from time to time to update and amend this Privacy Policy and statement without further notice. You are asked to regularly check this Privacy Policy and Statement to make sure you are familiar with the most recent version at our website www.doctorq.com .

4. Apps / Website

The Apps / website allows you to access certain functionality available on www.doctorq.hk and the Apps. Such access will be governed by the www.doctorq.hk website Terms of Use and these Mobile terms and conditions.

5. PROPRIETARY RIGHTS AND LICENCE

5.1 All trademarks, copyright, database rights and other intellectual property rights of any nature in the Apps together with the underlying software code are owned either by One Healthcare or by One Healthcare’s licensors.

5.2 The Apps hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use Apps for your personal use in accordance with these Mobile terms and conditions.

6. CONDITIONS OF USE

6.1 You will not, nor will allow third parties on your behalf to (i) make and distribute copies of the Apps (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Apps; or (iii) create derivative works of the Apps of any kind whatsoever.

6.2 The Apps is currently make available to you free of charge for your personal, non-commercial use. One Healthcare reserves the right to amend or withdraw the Apps, or charge for the application or service provided to you in accordance with these Mobile terms and conditions (if any), at any time and for any reason.

6.3 You acknowledge that the terms of agreement with your respective mobile network provider ('Mobile Provider') will continue to apply when using the Apps. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Apps or any such third party charges. You accept responsibility for any such charges that arise.

7. ONLINE QUEUING SERVICE FEE

7.1 One Healthcare reserves the right to suspend this service or any parts of the services for repairs, maintenance, upgrades or any other work One Healthcare deems appropriate without prior notice.

7.2 The Apps will charge a service fee to be collected by the clinics if and only if the user is successfully seated with the ticketing service provided by Apps (if applicable)

8. Billing services

The Platform Settlement Service is jointly provided by Mandarin and its third-party licensed financial institutions in Mainland China or Hong Kong, China ("Financial Parties"). Mandarin is responsible for accessing the interface of the Financial Parties' settlement related interface to the Platform, and the Financial Parties provide the actual fee settlement service. These Terms and Conditions govern the Platform Fee Settlement Service ("Settlement Service"). Please read this Agreement carefully. If you have any questions about the contents of this Agreement or the information provided on this page, please do not proceed to the next step. If you choose to accept this Agreement by clicking on the

confirmation on the web page or in any other way approved by us, it means that you have reached this agreement with Wenxin and the cooperating organization and agree to accept all the contents of this Agreement. This Agreement is written in both English and Chinese, if there is any inconsistency or dispute, the Chinese text shall prevail.

8.1 Payment

8.1.1 The platform supports multiple payment methods to pay platform-related fees, including but not limited to: WeChat Public Payment, WeChat Applet Payment, WeChat Scan Payment, WeChat APP Payment, Alipay APP Payment, etc. Users can choose one of the supported payment methods to pay the fees when they pay the fees on the platform.

8.1.2 When you pay the relevant fees of the platform, the platform will keep the transaction record of this payment to your personal center, so that you can use it for subsequent inquiries.

8.1.3 During the payment process, if you have questions about this payment process, please contact us through the platform, phone, email, etc. Do not proceed to the next step.

8.2 Refund

8.2.1 After the buyer has successfully paid for the product, he/she can apply for a refund under the following circumstances:

- a) The platform is unable to provide the goods or services within the time agreed by the buyer and seller.
- b) The buyer receives goods with serious quality problems, and the quality problems are caused by the responsibility of the platform.
- c) The buyer arrives at the service venue at the agreed time and the platform service provider is unable to provide or refuses to provide the corresponding service to the buyer.
- d) The buyer and seller agree to refund after friendly negotiation.

8.2.2 The platform will not be responsible for refunding any product quality problems that are not caused by the platform's responsibility.

8.2.3 After the buyer enjoys the services provided by the service providers on the platform, if the buyer is not satisfied with the services provided by the service providers, the buyer and the service providers

will negotiate the fee issue by themselves, and the platform will not bear the responsibility of refund.

8.2.4 If the buyer misses the service time due to his/her own reasons, the buyer and the service provider will negotiate the service solution, and the platform will not be responsible for refund.

8.2.5 The platform will not be responsible for any refunds that are not caused by the platform's fault.

8.3 Change

8.3.1 After you have successfully made a reservation on the Platform and paid for the reservation service fee, if you want to change the reservation time, the Platform provides the function of changing the reservation time for you to change the reservation time. If you incur additional fees during this process, you will need to pay the corresponding fees to the Platform. You can also give up changing the time of this appointment.

8.3.2 If the Platform adjusts the prices of goods and services, goods and services for which orders have already been paid will not be affected by the price adjustment, and goods and services for which new orders have been paid will be sold at the latest prices.

8.4 Cancel

8.4.1 If you have already paid for the purchase of goods and the payment is not successful, the platform can cancel the order.

8.4.2 If you have already paid for the purchase of goods and the payment is successful, the Platform will not cancel the order or refund.

8.4.3 If you have made a reservation on the Platform and paid the reservation fee successfully, you can cancel the reservation unconditionally and refund the reservation fee within 24 hours before the reservation time.

9. Logistics and transportation services

9.1 Personal Information

9.1.1 The Platform and third party logistics and transportation companies need to collect your personal information, such as member ID, name, gender, phone number, zip code, postal code, residential address, and common company name, etc. The purpose of collection is for the logistics and transportation services of the Platform.

9.1.2 The Platform follows the privacy policy to protect personal information and does not provide your personal information to third parties other than logistics and transportation companies.

9.2 **Logistics and Transportation Costs**

9.2.1 The Platform may change the price of logistics and transportation without prior notice. The weight, volume, and quantity of the product on which the price is based shall be determined by the Platform's measurement results.

9.2.2 The fees in these Terms and Conditions include one-way transportation from the Platform to the Buyer. In the event of customs duties, return shipping charges, or other costs incurred other than transportation costs from the Platform to the Buyer, the Member shall be responsible for the actual costs incurred. The Platform is not obligated to advance special charges.

9.3 **Transportation Time**

The actual arrival time of the goods transported by Platform is based on the actual arrival time of the third party logistics and transportation company, and Platform does not guarantee the actual arrival time of the goods transported.

9.4 **Inspection**

9.4.1 The Platform has no obligation to examine the products, and the results of the examination do not guarantee that the products are of good quality, defective or counterfeit, or that the products do not violate the laws and regulations of the place of issuance, transit, or destination.

9.4.2 If the Platform discovers merchandise that is suspected of violating laws and regulations related to the "Prevention of Transfer of Proceeds of Crime," the Platform may take measures such as reporting the merchandise to the police and relevant law enforcement agencies, or submitting the merchandise.

9.4.3 The Platform shall not be held responsible for any loss incurred by the buyer as a result of the inspection of the product or the handling of the product as stipulated in this Article.

9.5 **Denial of service**

The Logistics and Transportation Services may be refused even if the business has already been undertaken if any of the following occurs or

is likely to occur:

- a) When the buyer refuses to accept the goods.
- b) When the transportation company does not carry out the transportation of the goods.
- c) When the goods are detained by the Customs.
- d) If the Buyer violates this Agreement.
- e) refusal to provide services for goods suspected of infringing intellectual property rights in any form; or
- f) in any other case that the Platform deems to be non-compliant.

10. AVAILABILITY

- 10.1 The Apps is available to handheld mobile devices running Android / [iOS] Operating Systems. One Healthcare will use reasonable efforts to make the Apps available at all times. However you acknowledge the Apps is provided over the internet and mobile networks and so the quality and availability of the Apps may be affected by factors outside One Healthcare's reasonable control.
- 10.2 One Healthcare and its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Apps, or any difficulty or inability to download or access content or any other communication system failure which may result in the Apps being unavailable.
- 10.3 The use of the Apps and /or it online queueing features does not provide guarantee of availability of seating.

11. SYSTEM REQUIREMENTS

- 11.1 In order to use the Apps, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ('Software Requirements').
- 11.2 The Software Requirements are as follows: Android 5.5 or [iOS 14.3] above.
- 11.3 The version of the Apps software may be upgraded from time to time to add support for new functions and services.

12. TERMINATION

One Healthcare may terminate use of the Apps at any time without giving notice and reasons of termination to you.

13. LIMITATION OF LIABILITY

- 13.1 If you register on the Doctor Q App to obtain Doctor Q services for a Third Party, you are responsible for explaining the terms and conditions as contained in the Terms & Conditions and Privacy Policy of One Healthcare to the Third Party

before registration. Once you have registered and / or used the service, you and that Third Party you registered will be deemed to have read in detail, fully understand and agree to be bound by these Terms and Policy.

- 13.2 In no event will One Healthcare be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Apps, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.
- 13.3 One Healthcare is not liable to you for any damage or alteration to you equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation and use of the Apps.
- 13.4 One Healthcare bears no liability whatsoever in relation to the medical standards & services performed by the medical practitioners. It is deemed that you accept this exemption of liability once you visit the site / the App and/or became a member.

14. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, One Healthcare hereby disclaims all implied warranties with regard to the Apps. The Apps and software are provided “as is” and “as available” without warranty of any kind.

15. MISCELLANEOUS

- 15.1 Interpretation of Agreement; Clause headings and examples are provided for reference purposes only to assist in navigating and understand these Terms and Conditions. They are not intended to define, or limit the scope or extent of any clause.
- 15.2 Governing law: This Agreement shall governed in all respects by the laws of Hong Kong SAR.
- 15.3 Invalid provisions: If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be struck out and the remaining provision shall be enforced.
- 15.4 No Waiver: Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 15.5 Assignment: We may assign our rights and obligations under this Agreement (including any incorporated Terms and Conditions. You may not assign your rights and obligations under this Agreement).

15.6 Entire Agreement: This Agreement sets out the entire understanding and agreement between us with respect to its subject matter.

16. CONTACT

If you wish to contact us about Apps, please email to cs@doctorq.hk