

## Quality HealthCare Terms and Conditions - Video Consultation

The terms "we", "us", "our", "ours", "QHC" and "Quality HealthCare" when used in these Terms and Conditions mean Quality HealthCare Medical Services Limited and its holding company, subsidiaries, affiliate and related companies. The terms "you", "your" and "yours" when used in these Terms and Conditions mean any user of the video consultation service.

### 1. Agreement

1.1 By accessing the Video Consultation service, you agree to be bound by these Terms and Conditions. You also acknowledge that you have read and understood the terms of the Privacy Policy Statement for the Video Consultation service and that you agree with it. The Privacy Policy Statement for the Video Consultation service is hereby incorporated into and made part of these Terms and Conditions. Access to and use of the Video Consultation service and the information, materials, products and services related to the Video Consultation service are subject to all applicable laws and regulations and to these Terms and Conditions.

1.2 We may from time to time make changes to these Terms and Conditions without notice to you. The latest Terms and Conditions will be posted on our website, and you should always review these Terms and Conditions prior to using the Video Consultation service to ensure that you have a current understanding of the Terms and Conditions under which you are permitted to access the Video Consultation service. If you cannot access the Terms and Conditions via the Internet, we can provide a copy of the most recent Terms and Conditions to you by e-mail upon request. You will be legally bound by the updated or amended Terms and Conditions from the first time that you use the Video Consultation service after we put the changes on our website.

### 2. Data Privacy

Any personal data (as defined in the Privacy Policy Statement for the Video Consultation service) you supply to us when you use the Video Consultation service will be used in accordance with the Privacy Policy Statement for the Video Consultation service.

### 3. Your Obligations

3.1 You agree to use the Video Consultation service for personal and non-commercial use only and shall not post or transmit through our function any material which violates or infringes in any way upon any intellectual property rights, proprietary rights or confidentiality obligations of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law. In particular, you agree not to upload or transmit any malware, or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a device. We reserve the rights from time to time, without notice, to terminate providing Video Consultation service to you any time or to observe and record your access to and use of the Video Consultation service to determine if you are complying with these Terms and Conditions.

3.2 You agree that you shall at all times provide true and accurate details in all appointments and enquiries you submitted to us when using the Video Consultation service.

3.3 You agree to indemnify and hold us and our respective officers, directors, agents and employees, harmless from and against any losses, claims, liabilities, damages, demands, costs and expenses (including all reasonable legal fees), incurred or suffered by us in connection with or arising from your breach of these Terms and Conditions and/or your use of the Video Consultation service.

#### **4. Modifications to Service**

We reserve the right at any time to modify or discontinue, temporarily or permanently, the Video Consultation service or any part thereof with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Video Consultation service or any part thereof.

#### **5. Links to Third Party Websites**

We may provide links to other sites or resources maintained by unrelated companies and persons ("Linked Site(s)") on the Video Consultation service. We do not monitor the contents of the Linked Sites and have no control over the Linked Sites. We are not responsible for the content or material of any Linked Site or any links contained in a Linked Site, or any changes or updates to such Linked Sites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Linked Site or any association with its operator. Your access and use of such Linked Sites remains entirely at your own risk and you agree that we shall not be responsible or liable for any loss or damage of any kind incurred as a result of the use of the services or the content of any Linked Site.

#### **6. Price and Payment**

6.1 You agree to pay all fees or charges to you in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

6.2 The charges of the Video Consultation service may be modified at any time, but this will not affect the service you have already ordered.

6.3 Your health insurance policy (if you have one) with Bupa may cover Video Consultations. It is your responsibility to check whether the Video Consultations are covered by your insurance policy.

#### **7. Medical or Healthcare Advice**

7.1 Please take note that some medical conditions are not suitable for video consultations. If you are uncertain about whether you have been able to explain your medical concerns through the Video Consultation service, you should always seek advice from a doctor in person.

7.2 You agree that doctors performing Video Consultations may prescribe allowed medications if in the doctors' judgement it is in the users' best interests and medically appropriate to do so.

7.3 You should ensure that:

- (a) any information you provide us or doctors through the Video Consultation service is accurate;
- (b) you follow any instructions you are given by the doctors;
- (c) you follow any instructions about the use of any medications or healthcare products to be prescribed or suggested;

- (d) you keep any medications to be provided to you secure and do not permit other people (especially children) to use them;
- (e) you inform your doctor about your medical history, any drug allergy and any unexpected or adverse effects of treatments to be suggested;
- (f) you inform us if any of our information about you needs to be updated;
- (g) you use the Video Consultation service only for yourself;
- (h) you agree not to use the Video Consultation service excessively or inappropriately, including but not limited to the following: booking a Video Consultation appointment before receiving a medical summary note from the doctor of the previous Video Consultation, initiating multiple consultations for the same issue without a valid medical reason, or any other conduct considered by us or doctors to be excessive or inappropriate.

## **8. Not for emergencies**

The use of the Video Consultation service is not for medical emergencies or urgent medical situations. Users requiring urgent advice or treatment should contact the emergency services immediately.

## **9. Provision of Services to Adults**

9.1 The Video Consultation service is for use by adults over the age of 18.

9.2 The Video Consultation service may be suspended if we suspect that the terms in this section are breached.

## **10. Doctors' Availability**

We will try to arrange a video consultation with a doctor as soon as possible, but we are unable to guarantee the availability of any particular doctor at a specific time.

## **11. Cancellation of appointments**

11.1 You may cancel your Video Consultation appointment any time before the scheduled appointment ("Cancellation Period").

## **12. Disclaimers and Limitation of Liability**

12.1 No warranty or representation, express or Implied, regarding accuracy, adequacy, completeness, timeliness, non-infringement, reliability, freedom from malware, security, merchantability or fitness for a particular purpose, that materials through the Video Consultation service are appropriate or available for use is given in conjunction with such information, material or service. You agree that your use of the Video Consultation service is entirely at your own risk.

12.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, QHC EXCLUDES ALL LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM OR ARISING OUT OF YOUR USE, OR THE INABILITY TO USE THE VIDEO CONSULTATION SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER AGREE THAT QHC IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY

RIGHTS, OCCURRING IN OR THROUGH THE VIDEO CONSULTATION SERVICE.

- 12.3 Without limiting to any other provision of these Terms and Conditions, to the extent that any liability cannot be excluded, the entire liability of QHC is limited to the re-supply of the unsatisfactory services provided herein.

**13. Intellectual Property**

All information, data, text, music, sound, photographs, graphics, software, video, messages or other materials displayed in or available through the Video Consultation service (collectively the "Content") are our properties or are licensed to us and are protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. We and/or our licensors own copyright in the selection, co-ordination, arrangement and enhancement of such Content, as well as in the content original to it. You have no rights in or to the Content. Except as expressly provided herein, you shall not modify, alter, publish, transmit, redistribute, participate in the transfer or sale of, create derivative works of, or in any way exploit, any of the Content, in whole or in part without our written authorization.

**14. Termination**

We may terminate your access to and use of all or part of the Video Consultation service with or without notice to you.

**15. Technical Requirements**

- 15.1 The Video Consultation service is accessed using the internet, data networks and devices which can access the internet ("Infrastructure"). QHC is not responsible or liable for the Infrastructure themselves. When using the Video Consultation service, you should check that you have a device that can access the internet and there is sufficient internet connection.
- 15.2 If you are using a wireless network to use the Video Consultation service, it is recommended that you should avoid using public Wi-Fi facilities and that the wireless network should be secured with WPA-2 security. It is recommended that the device that you use the Video Consultation service on should be protected with password and set to lock after a short period of inactivity.
- 15.3 The Video Consultation service may not be available until you have downloaded the latest versions of Apps and/or software and accepted any new terms and conditions.
- 15.4 We may suspend the Video Consultation service if the Infrastructure is affected by technical or security threats to ensure they are well-functioned and secured. These suspensions will be minimized, but if they occur, you may cancel your appointment with us.

**16. Law & Jurisdiction**

- 16.1 The Video Consultation service is provided for use within the jurisdiction of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Access to, or use of, the Video Consultation service or information, materials, products and/or services in the Video Consultation service may be prohibited by law in certain countries or jurisdictions. We make no representation that the information contained herein is appropriate or available for use in other locations. You shall not use the video consultation service if you are located outside of Hong Kong.

16.2 These Terms and Conditions and all matters relating to your access to, and use of information in the Video Consultation service shall be governed by and construed in accordance with the laws of Hong Kong and you agree to submit to the exclusive jurisdiction of the Hong Kong courts.

**17. General Provisions**

17.1 If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, such provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

17.2 Our failure at any time to require performance of any provision of these Terms and Conditions or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right.

17.3 In these Terms and Conditions, unless the context otherwise requires

- (a) the heading used in these Terms and Conditions are for convenience only and shall not in any way affect the construction or interpretation hereof;
- (b) words and expressions importing the singular include the plural and vice versa; and
- (c) words and expressions importing one gender include both genders and the neuter.

**18. Contacting us**

If you have any questions regarding these Terms and Conditions or any other consumer or technical matters, you may contact us by calling our QHC Video Consultation Hotline at 8208 3628. We will endeavour to respond promptly to all communications.

April 2020

**Quality HealthCare**  
**Privacy Policy Statement - Video Consultation**

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**1. Introduction**

- 1.1 Quality HealthCare is committed to protecting the privacy and security of your personal data.
- 1.2 This Privacy Policy Statement is prepared in accordance with the Personal Data (Privacy) Ordinance (Cap. 486).
- 1.3 If you have any queries regarding this Privacy Policy Statement or our Personal Information Collection Statement for the Video Consultation service, please contact our QHC Video Consultation Hotline at 8208 3628.

**2. Collection of Personal Data**

- 2.1 We will ask you to provide us with your personal data in order to use the Video Consultation service.

**3. Purposes of Collection**

We collect your personal data for the following purposes:

- a) Arranging and conducting video consultation(s) with you through the Video Consultation service;
- b) Communicating with doctors and other medical practitioners to provide medical opinion via the Video Consultation service;
- c) Providing medical advices on treatment, prescribing and / or delivering medication to you;
- d) Receiving payments from you;
- e) Evaluating and enhancing the quality of the Video Consultation service, including ensuring the service provided is up to the clinical care standards;
- f) Performing our duties to the regulators of the Video Consultation service and doctors, or as otherwise required by law or regulation;
- g) Under your request or with your consent, providing it to your insurers who may contribute to the cost of the Video Consultation service;
- h) Under your request or with your consent, providing it to your other healthcare providers;
- i) Studying the trends in use of the Video Consultation service and healthcare pathway costs; and
- j) Identifying cases of fraud.

**4. Personal Data Collected**

To provide you with the Video Consultation service, we will collect your personal data, including but not limited to the following:

- a) Your identity and or medical card information, gender, date of birth, mobile telephone number;
- b) Your health condition and status;

- c) Referral letter(s) where relevant
- d) Your medical records and medical history where relevant;
- e) Copies of reports, x-rays etc. where relevant;
- f) Your prescription drug records where relevant;
- g) Your drug allergy history;
- h) Your number of visits to our clinics; and
- i) Your payment records with us where relevant.

## 5. **Disclosure**

- 5.1 We will keep your personal data confidential. Unless specified otherwise, we will not disclose your personal data to third parties.

## 6. **Direct Marketing**

- 6.1 Unless we obtain your consent or indication of no objection, we will not use your personal data for direct marketing.
- 6.2 We will not disclose personal information relating to you, to third parties for them to use for their own direct marketing purposes without your consent.
- 6.3 We engage third party service providers as our agents to market some of our products and services. Accordingly, if you have provided us your personal data for direct marketing it will be passed to these service providers, who are under contractual obligations to protect your personal data against unauthorized or accidental access, process, erasure and use, and to only use the data for direct marketing of our products and services in accordance with our instructions.

## 7. **Security**

- 7.1 We will take all reasonable steps to ensure that your personal data is protected against unauthorized or accidental access, processing, erasure and / or use.
- 7.2 Video Consultations will not be recorded by us, and you are not permitted to record the Video Consultation.
- 7.3 The doctor whom you will have video consultation with will prepare a consultation summary at the end of a completed Video Consultation, which will include his findings and advice given .
- 7.4 The transmission of Information via the Video Consultation service may not be completely secure. Although we will do our best to protect any personal data, we cannot guarantee the security of your personal data transmitted; any transmission is at your own risk. Once we have received your personal data, we will use strict procedures and security features to try to prevent unauthorised access.
- 7.5 Unless your personal data is to be provided to third party service providers, access will be restricted to our employees, who are authorised and trained to handle such data, and who are under strict confidentiality obligations.
- 7.6 Encryption technology may be employed for the transmission of your personal data collected on

our website.

## 8. Retention

- 8.1 Your personal data will only be retained for as long as is necessary to fulfil the purpose(s) of collection subject to applicable regulatory and legal requirements, after which it will be destroyed.

## 9. Other External Websites

This Privacy Policy Statement only applies to the Video Consultation service, which may provide links to other external websites over which we do not have control. You are advised to refer to the privacy policies of these websites for more information.

## 10. Data Subject Rights

Under and in accordance with the terms of the Ordinance, as a data subject, you have the following rights:

10.1 to check whether we hold personal information relating to you and to access such personal information;

10.2 to require the Company to correct any personal information relating to you which is inaccurate;

10.3 to ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and

10.4 to request us to cease using your personal information for direct marketing purposes To exercise these rights, please send your request:

By post:

Data Protection Officer  
Quality HealthCare Group  
3/F Skyline Tower  
39 Wang Kwong Road, Kowloon Bay  
Kowloon, Hong Kong

Or by email

[info@ghms.com](mailto:info@ghms.com)

10.3 We are entitled to charge a reasonable fee for processing your data access request.

10.4 You may also correct or update your personal data by calling our QHC Video Consultation Hotline at 8208 3628.



## **11 Agreement to Our Terms**

**11.1 IMPORTANT:** By using the Video Consultation service, you agree that you have read this Privacy Policy Statement and accept our privacy policies as set out above.

*Note: This Privacy Policy Statement may be amended from time to time. You should check for updates in the Computer and Mobile Apps*

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