Quality HealthCare
Terms and Conditions - Video Consultation

Welcome to the Video Consultation service of Quality Healthcare. The Video Consultation service provides medical consultations to users where audio and visual information is exchanged in real time. Online health advice specific to the user's enquiries would be provided by Hong Kong registered doctors from Quality Healthcare to users.

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.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE VIDEO CONSULTATION SERVICE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE 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. These Terms and Conditions are in addition to all QHC's terms and conditions which apply to you. In case of a conflict of any particular term or condition, the relevant term and condition in these Terms and Conditions shall prevail.

1.3. Please note that all QHC's terms and conditions which apply to you, QHC's Privacy Policy Statement, QHC's Personal Information Collection Statement, which are hereby incorporated as if set forth fully herein, together with these Terms and Conditions, represent the complete agreement between you and us concerning your use of the Video Consultation service.

1.4. 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 Mobile App, 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 Mobile App.

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 access your member's account and/or terminate providing Video Consultation service to you at 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. Please take note that we only provide the Video Consultation service for patients located in Hong Kong. You should not use the Video Consultation service if you are located outside of Hong Kong.

3.3. You agree to comply with all applicable laws, statutes, ordinances and regulations ("Applicable Laws") regarding your use of the Video Consultation service. You recognise the global nature of the Internet and you understand that the Applicable Laws may be of a jurisdiction other than your own and you agree that compliance with Applicable Laws is your sole responsibility. We recommend that you seek legal advice on your own account if you are not sure what Applicable Laws comprise.

3.4. 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.

3.5. 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. You authorize QHMC to immediately invoice your credit card or other payment account provided for all fees and charges due and payable and agree that no additional notice or consent is required.

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

6.4. Your health insurance policy (if you have one) 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 certain 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 by your doctors;

   (d) you keep any medications provided to you secure and do not permit any 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 suggested;

   (f) you inform us if any information about you needs to be updated;

   (g) you use the Video Consultation service only for yourself; and

   (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**

8.1. Please note that the use of the Video Consultation service is not for medical emergencies or urgent medical situations. If you require urgent advice or treatment, you should contact the emergency services immediately.

8.2. Our Video Consultation service is not suitable for symptoms requiring immediate medical assistance. If you are experiencing symptoms which would require emergency or immediate medical attention, please do not use the Video Consultation Services. Depending on your conditions, you should seek urgent medical assistance or seek advice from a doctor in person. Such conditions include but are not limited to the following:

(a) Speech difficulty  
(b) Breathing difficulty  
(c) Chest pain  
(d) Severe bleeding  
(e) Seizures  
(f) Head or spinal injury  
(g) Weakness in arm or leg  
(h) Broken bones  
(i) Sudden onset, severe pain  
(j) Change in mental status, e.g. confusion, unusual behaviours, suicidal thoughts

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 and your account may be closed 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 and “No show”**

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

11.2. If after the cancellation, you still proceed to use the Video Consultation service within the Cancellation Period and you subsequently deregister from the Mobile App within that Cancellation Period, we may deduct the amount of any refund to recover the cost of services performed.

11.3. If you do not show up at, fail to show up or are late for the scheduled start time of your virtual consultation appointment by 15 minutes or more for any reason whatsoever, we will cancel the appointment. Any fees paid will be forfeited (i.e. no refund of fees paid will be made).

12. **Disclaimers and Limitation of Liability**

12.1. Whilst we have endeavoured to provide the information, features or other content in the Video Consultation function current as at the date of publication and accurate, they are provided without
warranties or representation of any kind (express or implied). In particular, 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 information, materials or service through the Mobile App 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 and it is your responsibility to evaluate the accuracy and completeness of all information, statements, opinions and other material in any Linked Sites.

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 Video Consultation service (collectively the "Content") are our properties and/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 may only download and print the Content for the use specified herein or for your personal and non-commercial use. 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 and stable 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. Updates to the Mobile App may be available from time to time. It is recommended that the latest versions of the Mobile App should be used at all times. Subject to the update, the Video
Consultation service may not be available until you have downloaded the latest version of the Mobile App and/or relevant software and accepted the latest 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 minimised, 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.

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. All waivers by us must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by us of any breach of any provision of these Terms and Conditions or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms and Conditions.

17.3. Notices served in relation to these Terms and Conditions shall be in writing and may be served by post or e-mail.

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 8200-2211. We will endeavour to respond promptly to all communications.

19. Language

The original English version of these Terms and Conditions has been translated into Chinese. In the event of a dispute about the contents or interpretation of these Terms and Conditions or inconsistency or discrepancy between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.

Oct 2020
歡迎使用卓健醫療視像診症服務。我們向用戶提供的視像診症服務包括醫療諮詢、實時交換視聽資訊。卓健醫療的香港註冊醫生將針對用戶查詢向用戶提供在線醫療建議。

此等使用條款內所用的「我們」、「我們的」、「QHC」及「卓健醫療」等字眼均指卓健醫療服務有限公司及其母公司、子公司、附屬公司及關聯公司。此等使用條款內所用的「閣下」或「您」指任何本視像診症服務的使用者。

使用本視像診症服務前，請小心閱讀此等使用條款。倘若閣下不同意此等使用條款，則切勿使用本視像診症服務。

1. 協議

1.1 透過進入本視像診症服務，閣下同意並接受此等使用條款規限。同時，閣下承認已閱讀及明白本視像診症服務的私隱政策聲明，並同意有關條款。現謹將本視像診症服務的私隱政策聲明納入成為此等使用條款的一部份。進入並使用本視像診症服務及有關本視像診症服務的資料、材料、產品及服務須受一切適用法例及規例以及此等使用條款所規限。

1.2 此等使用條款乃附加於所有適用於閣下的 QHC 使用條款。如任何條款之間存在歧義或差異，則以本使用條款的相關條款為準。

1.3 請注意，所有適用於閣下的 QHC 使用條款、QHC 私隱政策聲明、QHC 個個人資料收集聲明已全部納入成為此等使用條款的一部份。閣下使用條款乃閣下與我們就閣下使用本視像診症服務所達成的全部協議。

1.4 我們可以不定時修改此等使用條款，而毋須事先通知閣下。最新使用條款將於我們的流動應用程式上發佈，閣下使用本視像診症服務前，應經常檢視此等使用條款，以確保閣下明白容許閣下進入本視像診症服務的現行使用條款。倘若閣下未能透過互聯網進入此等使用條款，我們可按閣下要求，透過電郵提供最新使用條款文本。當閣下在我們於本視像診症服務修訂此等使用條款後首次使用本視像診症服務時，即受經更新或修訂的使用條款合法約束。
2. 資料私隱

閣下於使用本視像診症服務時向我們提供的任何個人資料（定義見本視像診症服務私隱政策聲明）將按照本視像診症服務私隱政策聲明使用。

3. 閣下的責任

3.1 閣下同意使用本視像診症服務僅作個人非商業用途，且不得以任何形式透過本功能張貼或傳送任何違反或侵犯其他人士的知識產權、專有權利或保密責任的資料；任何違法的、恐嚇的、侮辱的、誹謗的、侵犯私隱或公佈權的、粗俗的、淫褻的、褻瀆的或令人反感的資料；任何鼓勵構成刑事罪行、產生民事責任或觸犯任何法例的行徑的資料。尤其是閣下同意不會上載或傳送任何惡意軟件、電腦病毒或其他設計用作干擾、妨礙或中斷設備正常運作程序的元件。我們保留一切權利，在毋須作出事先通知的情況下，進入閣下的會員賬戶及/或隨時終止向閣下提供視像診症服務或觀察及記錄閣下進入及使用本視像診症服務的情況，以不時釐定閣下有否遵守此等使用條款。

3.2 請注意，我們僅向香港用戶提供本視像診症服務。如閣下位於香港以外的地方，則切勿使用本視像診症服務。

3.3 閣下同意遵守有關使用本視像診症服務的一切適用法例、法規、條例及規例（「適用法例」）。閣下知悉互聯網的全球性，並且明白適用法例可能包括閣下身處地區以外的司法管轄區，及同意全權負責遵守適用法例。倘若閣下未能確定適用法例範圍，我們建議閣下自行尋求法律意見。

3.4 閣下同意任何時候在使用本視像診症服務時向我們提交的所有預約及查詢中均向我們提供真確的資料。

3.5 閣下同意如因閣下違反此等使用條款及/或閣下使用本視像診症服務，以致我們及我們的有關人員、董事、代理及僱員承擔或蒙受任何損失、索償、責任、損害賠償、索求、成本及支出（包括一切合理法律費用），閣下均會向我們及該等人士作出彌償及使我們及該等人士免受損失。

4. 修訂服務

我們保留隨時（不論作出通知與否）對本視像診症服務或其中任何部份作出臨時或永久的修訂或中斷的權利。閣下同意我們毋須就任何修訂、暫停或中斷本視像診症服務或其中任何部份而向閣下或任何第三方負責。
5. 連結至第三者網站

我們可能會在本視像診症服務上提供通往與我們無關的公司及人士管理的其他網站或資源的連結（「連結網站」）。我們並無監察連結網站的內容及不能控制連結網站，我們不會對任何連結網站或任何連結網站所下載內容或資料；或該等連結網站的任何變動或更新負責，我們僅為方便閣下而提供該等連結。納入該等連結並不表示我們認為該等連結網站的內容或與其管理者有任何聯繫或關係。閣下進入及使用該等連結網站，須完全自行承擔一切風險。閣下同意我們不會就因閣下使用任何連結網站的服務或內容而引致的任何形式損失或損害承擔責任。

6. 價格及付款

6.1 閣下同意按照費用、收費及賬單條款支付所有費用及收費。

6.2 閣下授權QHMC立即就到期及應付的所有費用向閣下的信用卡或提供的其他付款帳戶開具發票，並同意無需其他通知或同意。

6.3 我們可能隨時修改本視像診症服務的費用，但此不會影響閣下已訂購的服務。

6.4 閣下的醫療保單（如有）可能涵蓋視像診症服務。閣下有責任檢視閣下的保單是否涵蓋視像診症服務。

7. 醫療或保健意見

7.1 請注意，視像診症並不適合某些或若干醫療狀況，如不確定是否可透過視像診症服務解釋閣下的醫療問題，則應親自尋求醫生的建議。

7.2 閣下同意，如提供視像診症的醫生在醫學上以您的最大利益並作依歸，他/她可為您處方適合的藥物。

7.3 閣下應確保及同意：

(a) 閣下透過視像診症服務提供予我們或醫生的任何資料均屬準確；

(b) 閣下遵照醫生的指示；

(c) 閣下遵從有關使用醫生處方或建議的任何藥物或保健產品的說明；

(d) 閣下妥善保管提供予閣下的任何藥物且不允許任何其他人（尤其是兒童）使用該些藥物；

(e) 閣下如實告知醫生閣下的病歷、任何藥物過敏以及建議治療方法的任何意外或不良影響；

(f) 如需更新有關閣下的任何資料，請告知我們；
(g) 閣下僅為自身使用視像診症服務；及

(h) 閣下不會過度或不適當使用視像診症服務，包括但不限於：(i) 在收到上一次視像診症醫生的醫療總結記錄之前預約下一次視像診症服務，(ii) 於沒有醫療理由的情況下對同一問題進行多次諮詢，或 (iii) 我們或醫生認為過度或不適當的任何其他行為。

8. 非用於緊急情況

8.1 請注意，本視像診症服務並不適用於急症、緊急或危急醫療狀況，如需要緊急建議或治療，請立即聯絡緊急服務。

8.2 我們的視像診症服務不適用於需要立即就醫或緊急症狀。如果您有以下症狀，請不要使用視像診症服務。根據您的情況，您應該尋求緊急醫療救助或親自尋求醫生的建議。這些症狀包括但不限於以下例子：
(a) 言語困難
(b) 呼吸困難
(c) 胸痛
(d) 嚴重出血
(e) 癲癇發作
(f) 頭部或脊柱受傷
(g) 手臂或腿無力
(h) 骨頭骨折
(i) 突發劇烈疼痛
(j) 精神狀況的改變，例如混亂、異常行為、自殺念頭

9. 視像診症服務對象

9.1 視像診症服務僅供年滿 18 歲以上人士使用。

9.2 如我們懷疑任何條款遭違反，可能會暫停視像診症服務並關閉閣下的帳戶。

10. 醫生診症安排

我們致力儘快安排您與醫生的視像診症。但是我們無法保證您指定的醫生能夠為閣下在您指定的時間診症。
11. 更改預約、取消預約、遲到、缺席或放棄預約

11.1 閣下可在視像診症預約時間之前的任何時候更改預約時間。

11.2 閣下亦可在視像診症預約時間之前的任何時候取消該預約（「取消期間」）。

11.3 在預約取消後，如閣下在取消期間內繼續使用視像診症服務，我們會收取所提供服務的費用，包括在任何退款金額中扣除所有有關費用。

11.4 如閣下不論任何原因遲到 15 分鐘或以上、缺席或放棄預約，我們將取消該診症預約，所有已付費用不會予退還。

12. 免責聲明及責任限制

12.1 我們會盡力確保本視像診症服務的資料、功能或其他內容於截至發佈日期屬當時現行資料、並且真確無誤，但我們不會亦不曾對任何資料作出任何形式的明示或暗示保證或聲明，尤其不會就其準確性、充分性、完整性、準時性、無侵權、可靠性、惡意軟件免疫力、安全性、可商售性或對特定用途的適用性，或通過本流動應用程式提供的任何此等資料、功能、內容或任何服務是否適當或可供使用而作出任何明示或默示的保證或聲明。閣下同意使用本視像診症服務時，須完全自行承擔一切風險，且閣下有責任評估任何連結網站所載的一切資料、陳述、意見及其他材料的準確性及完整性。

12.2 於適用法例允許的最大範圍內，對於因閣下使用或未能使用本視像診症服務而引致的任何直接的、間接的、附帶的、特殊的、懲罰性的或相應引致的損害賠償，包括但不限於失去利潤、商譽、數據或其他無形損失的損害賠償，即使我們已獲悉有可能出現該等損害賠償，QHC 毋須亦不會承擔任何責任。閣下進一步同意，QHC 毋須亦不會就本視像診症服務內任何或會發生或出現的其他使用者的恐嚇、誹謗、淫褻、冒犯或違法行為或任何對其他人士權利（包括知識產權）的侵犯向閣下承擔責任或後果。

12.3 在不限制此等使用條款之任何其他條文的情況下，QHC 的全部責任（除任何不得免除的責任）僅限於重新供應閣下對其不滿意的服務。
13. 知識產權

本視像診症服務展示或可透過本視像診症服務獲得的一切資料、數據、文字、音樂、聲音、照片、圖像、軟件、錄像、信息或其他材料（統稱為「該等內容」）均屬於我們所有及 / 或已授權給我們使用，並受版權、商標、服務商標、專利或其他專有權利及法例所保護。我們及 / 或我們的特許商在挑選、聯繫、安排及提升該等內容以及原有內容方面均擁有版權。儘管閣下可下載或印製該等內容以作本條款所指定用途或個人非商業用途，惟閣下就該等內容並不擁有任何權利。除非本條款另有訂明，否則在未經我們書面許可之前，閣下不得修訂、更改、發佈、傳送、重新分發、參與轉讓或出售、創立衍生作品或以任何方式開發任何該等內容的全部或任何部份。

14. 終止

不論向閣下作出通知與否，我們或會完全或部份終止閣下進入及 / 或使用本視像診症服務。

15. 技術要求

15.1 本視像診症服務可透過互聯網、數據網絡及可連接互聯網的設備（「基礎設施」）使用。QHC 對基礎設施本身不承擔任何責任，使用本視像診症服務時，閣下應檢視是否擁有可連接互聯網的設備及互聯網連接是否充分和穩定。

15.2 如閣下以無線網絡使用本視像診症服務，請避免使用公共 Wi-Fi 設施，且應使用 WPA-2 安全性保護無線網絡。請閣下使用本視像診症服務的設備有密碼保護並設置在短暫不活動後鎖定。

15.3 我們可能會不定時更新流動應用程式，請使用最新版本的流動應用程式。應用程式及 / 或相關軟件更新後，閣下可能須要先下載最新版本的流動應用程式及 / 或相關軟件的最新版本並接受最新的使用條款方可使用本視像診症服務。

15.4 如基礎設施受技術或安全威脅的影響，我們或會暫停本視像診症服務，以確保其正常運行並受到保護，我們會盡量減少此類影響；若出現基礎設施受技術或安全威脅，閣下可通知我們以取消有關預約。
16. **法律及司法管轄權**

16.1 本視像診症服務是於中華人民共和國香港特別行政區（「香港」）的司法管轄區內使用。若干國家或司法管轄區的法律或會禁止任何人進入或使用本視像診症服務或本視像診症服務上的資料、材料、產品及/或服務。我們概不就此處所載資料是否適當或可於其他地方使用而作出任何聲明或承擔任何責任。

16.2 此等使用條款及一切有關閣下進入及使用本視像診症服務內資料的事宜均受香港法例監管，並按其詮釋。閣下同意並接受香港法院的司法管轄權所管轄。

17. **一般規定**

17.1 倘若此等使用條款的任何條文被任何有效司法管轄區的法院裁定為違法、失效或基於任何理由不能執行，則該條文應被視為從此等使用條款的可分割部份，且不會影響任何其餘條文的有效性及執行情況。

17.2 即使我們未有立即執行此等使用條款的任何條文或未有行使當中所規定的任何權利，我們不應被視作已就該等條文或權利作出豁免，一切豁免必須由我們以書面作出，除非我們以書面豁免及另行載有明確陳述，否則我們就任何違反此等使用條款當中的任何條文或所規定的任何權利所作出的豁免，不應被詮釋為對任何持續或往後違反有關條文作出豁免，或就有關條文本身作出豁免，甚或就根據此等使用條款的任何權利作出豁免。

17.3 有關此等使用條款的法律通知須以書面發出，並以郵寄或電郵方式寄出。

18. **聯絡我們**

如閣下對此等使用條款或任何客戶服務或技術事宜有任何疑問，可致電我們的 QHC 視像診症熱線 8200-2211，我們會儘快回覆一切查詢。

19. **語言**

此等使用條款的英文原文已被翻譯成中文。如此等使用條款的內容或詮釋引起爭議，或者此等使用條款的英文版本與中文版本之間存在歧義或差異，則以英文版本為準。

2020年10月