

Bluea Health

Video Consultation - Terms and Conditions

Welcome to the Video Consultation feature of Bluea Health's mobile application ("**Bluea Health**"). Bluea Health is offered, distributed and operated by Horizon Health and Care Limited ("**Horizon**"), which is a company registered in Hong Kong under the Bupa group. "Horizon", "we", "our" and "us" refers to Horizon Health and Care Limited, and/or where appropriate, its related body corporates and affiliates.

Please read these Terms and Conditions carefully before using this feature. If you do not agree with these Terms and Conditions, do not use this feature.

1. Agreement

- 1.1. By accessing the Video Consultation feature, 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 ("**Terms and Conditions**"). Access to and use of this feature and the information, materials, products and services related to this feature are subject to all Applicable Laws and to these Terms and Conditions.
- 1.2. Before using this feature, please visit our company's website at https://www.blueahealth.com.hk/Index_en.html or open the "Settings" option in Bluea Health to view our Privacy Notice ("**Privacy Notice**").
- 1.3. These Terms and Conditions are in addition to all Bluea Health'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.
- 1.4. 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 Bluea Health, and you should always review these Terms and Conditions prior to using this feature to ensure that you have a current understanding of the Terms and Conditions under which you are permitted to access this feature. If you cannot access the Terms and Conditions via Bluea Health, 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 this feature after we put the changes on Bluea Health.

2. Data Privacy

- 2.1. By using this feature, you agree and accept that we may share your data, including but not limited to your name, contact details, and official prescription with the Service Provider (defined below) and its officers, employees, agents and contractors on a need-to-know basis to provide you with services. Any personal information provided to Bluea Health will be collected, used, disclosed, transferred and/or otherwise processed in accordance with Bluea Health's [Privacy Notice](#).

3. Service Provider

- 3.1. You understand that Bluea Health is not the service provider for this Video Consultation feature. The service is provided by Quality Healthcare Medical Services Limited ("**Service Provider**" or "**QHMS**").
- 3.2. You have the sole responsibility to read and understand the [terms and conditions of any services](#) and the privacy statements of the Service Provider. QHMS may impose additional terms and conditions to its services, to which Bluea Health cannot control. The privacy policy of Quality

HealthCare Group is available at here <https://www.qhms.com/en/others/privacy-policy>. You may also refer to Quality HealthCare Group's terms and conditions at <https://www.qhms.com/en/others/terms-of-use>.

- 3.3. None of our service providers, agents or representatives are authorised to make any warranties, representations or statements regarding any information in relation to this Video Consultation feature and we shall not in any way be bound by any such unauthorised warranties, representations or statements.
- 3.4. To the fullest extent permitted by law, we disclaim all implied and/or express warranties, representations or undertakings not expressly contained in our Terms and Conditions.
- 3.5. We disclaim any endorsement or recommendation of any service providers, agents or representatives which we use or refer to in relation to this Video Consultation feature. We further disclaim all liability in relation to information or materials which may be given to you by any service providers, agents or representatives including advertisers or sponsors, including without limitation any mistake, error, omission, infringement, defamation, falsehood or other material or omission that might offend or otherwise give rise to any claim or complaint.
- 3.6. By accessing and using this feature, you acknowledge and accept that the use of Video Consultation feature (including those services provided by service provider(s)) is at your own risk. To the fullest extent permitted by Applicable Laws, we shall not be liable for any direct, indirect, incidental, consequential or punitive damage or for damages for loss of profit or revenue arising out of any use of, access to, or delay or inability to use or access of this Video Consultation feature and/or counselling for the purpose of dispensing medicine and other prescribed items to you (including those services provided by service provider(s)).

4. Your Obligations

- 4.1. You agree to use this feature 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 this feature to you any time or to observe and record your access to and use of this feature to determine if you are complying with these Terms and Conditions.
- 4.2. Please take note that we only provide video consultation service for patients located in Hong Kong. **You should not use this feature if you are located outside Hong Kong.**
- 4.3. You agree to comply with all applicable laws, statutes, ordinances and regulations ("**Applicable Laws**") regarding your use of this feature. 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.
- 4.4. You agree that you shall at all times provide true and accurate details in all appointments and enquiries you submitted to us when using this feature.
- 4.5. 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 this feature.

5. Modifications to Service

- 5.1. We reserve the right at any time to modify or discontinue, temporarily or permanently, this feature 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 this feature or any part thereof.

6. Links to Third Party Websites

- 6.1. We may provide links to other sites or resources maintained by unrelated companies and persons ("**Linked Site(s)**") on this feature. 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.

7. Price and Payment

- 7.1. You need to make payments to the Service Provider for the services you enjoy. You are responsible for paying all fees and charges for any services you receive from the Service Provider. Upon confirming your booking for video consultation on Blua Health, you will be asked to settle a fee charged by the Service Provider. When you are about to make payment to the Service Provider, you will be redirected to a third-party gateway to settle the payment. Please refer to Clause 6 above for the term concerning Linked Site(s).
- 7.2. All payments will be transferred directly to the Service Provider without our involvement in any way.
- 7.3. After the video consultation, you may be required to pay additional fee by the Service Provider. You should settle any additional fee with the Service Provider directly and according to their instructions. We do not participate in any of such transactions.
- 7.4. Any disputes related to transactions with the Service Provider must be resolved directly between you and the Service Provider; we do not participate in any dispute mediation or resolution.
- 7.5. Any additional cost incurred in connection with the use of this feature and the related services shall be borne by you.
The charges of the video consultation service may be modified by the Service Provider at any time, but this will not affect the service you have already ordered.
- 7.6. If you wish to make an insurance claim (if any) for the video consultation service, you are responsible to check your insurance coverage before receiving the services, and to take all appropriate actions as required by your insurance policy to make such claim. We and the Service Provider shall not be responsible for any matters concerning your insurance policy and claims.

8. Contact Method

- 8.1. Upon confirmation of your booking of the video consultation service on Blua Health, the Service Provider will contact you via WhatsApp to facilitate the video consultation, dispensing of medications and other prescribed items to you (i.e. to give you information on the correct and effective use of medication and make sure you understand that directions on the labels of the dispensed medication etc.). The video consultation service will be provided over the video call function on WhatsApp.
- 8.2. Your use of WhatsApp is subject to WhatsApp's Privacy Policy and Terms of Service (please refer to <https://www.whatsapp.com/legal/>). It is your responsibility to review and accept WhatsApp's terms and policies and privacy policy. Blua Health and the Service Provider are not responsible for

any acts or omissions of WhatsApp, including how WhatsApp collects, uses, transfers or handles your personal data or obtains your content.

- 8.3. When using this feature and during contact with the Service Provider, you 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.
- 8.4. You agree to comply with all applicable laws when contacting the Service Provider and its agent or contractor.
- 8.5. You should use the internet, data networks and devices which can access the internet ("Infrastructure") to use WhatsApp. We are not responsible or liable for the infrastructure themselves. When contacting the Service Provider via WhatsApp, you should check that you have a device that can access the internet and there is sufficient and stable internet connection.
- 8.6. If you use WhatsApp to contact the Service Provider via a wireless network, 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 your device should be password-protected and set to lock after a short period of inactivity.

9. Drug Delivery

- 9.1. After completing the video consultation, if you are prescribed with any medication, the Service Provider will contact you to arrange for the prescribed medications and directions for their use (collectively, "**Delivery Items**") to be delivered to an address designated by you in person for a fee by a delivery agent engaged by the Service Provider. The [Terms and Conditions of QHMS's Drug Delivery](#) will apply.
- 9.2. Upon delivery of the Delivery Items, you and/or the Authorised Person will be asked to sign a delivery note to acknowledge receipt of the Delivery Items. The Service Provider's delivery agent will collect the original prescription document from you at the same time.
- 9.3. In case you are not available to collect the Delivery Items at the designated address in person for any reasons, the person collecting the Delivery Items on your behalf has to be duly authorised by you and aged over 18 ("**Authorised Person**"). The Authorised Person will need to provide the delivery agent with the case number which we issued to you (available in the Blua Health Video Consultation feature) as well as present his/her relevant identification information in order to verify his/her identity.
- 9.4. Following delivery of the Delivery Items, you and/or the Authorised Person will take a photograph showing all the Delivery Items and send that to the Service Provider to acknowledge receipt of the Delivery Items. We and Service Provider will not be liable for any loss or damage if you fail to do this.
- 9.5. If you and/or the Authorised Person fails to collect the Delivery Items and/or undertake any of the steps specified in this Clause 9:
 - We / Service Provider are entitled to decline the delivery of the Delivery Items at our/ its sole discretion;
 - you will be charged for all the underlying delivery costs and not be entitled to a full refund from the Service Provider; and
 - we and Service Provider do not accept any liability for any direct or indirect loss or damage as a result of this.

10. Medical or Healthcare Advice

- 10.1. 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 video consultation, you should always seek advice from a doctor in person.
- 10.2. You agree that the doctors of the Service Provider 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.
- 10.3. You should ensure that:
 - (a) any information you provide to the Service Provider or their doctors through this feature is accurate;
 - (b) you follow any instructions you are given by the doctors and the Service Provider;
 - (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 the Service Provider if any information about you needs to be updated;
 - (g) you use this feature only for yourself; and
 - (h) you agree not to use this feature 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 the us, Service Provider or doctors to be excessive or inappropriate.

11. Not for emergencies

- 11.1. **Please note that this Video Consultation feature is not suitable for urgent, emergency or critical medical situations.** If you need urgent advice or treatment, please contact the emergency services immediately.
- 11.2. This feature 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 this feature. 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

12. Eligibility for Video Consultation Feature

- 12.1. This feature is for use by adult over the age of 18. Parents or guardians of persons under the age of 18 are required to agree to these Terms and Conditions on behalf of the minor before using this feature. By using this feature, parents or guardians of persons under the age of 18 will be considered to have consented to be the emergency contact person for the minor.
- 12.2. You must be contactable over WhatsApp to receive text messages and video call to receive the video consultation service. Please refer to Clause 8 on the use of WhatsApp.

13. Doctor Appointment Arrangements

- 13.1. 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.

14. Rescheduling, Cancellation, Lateness, "No show", or Abandonment of Appointments

- 14.1. Once your appointment is confirmed, there will be no refund of any fees paid, including but not limited to rescheduling, cancellation, lateness, "no show" or abandonment of your appointment.
- 14.2. You cannot reschedule your appointment once it is confirmed.
- 14.3. You may cancel your appointment any time before the scheduled appointment.
- 14.4. If you do not show up at, fail to show up, or are late for the scheduled start time of your video consultation appointment by 15 minutes or more for any reason whatsoever, the Service Provider will cancel the appointment.

15. Disclaimers and Limitation of Liability

- 15.1. We are not the service provider of this feature and the related medical services, and we:
 - make no representations and warranties of any kind, either express or implied, by fact or in law in relation to the quality or suitability of this feature and the related medical services provided by all service providers;
 - is not responsible for any acts and/or omissions of any service provider, their respective employees, agents, servants or representatives;
 - do not intervene or interfere any dispute with the service providers concerning this feature and the related medical services; and
 - to the extent permitted by law, will accept no responsibility or liability under tort (including negligence), breach of contract or otherwise, for death or personal injury, loss, damage, costs or expenses howsoever occasioned, sustained or suffered, as a result of or in connection with the use of this feature and the related medical services.
- 15.2. Whilst we have endeavoured to provide the information, features or other content in this feature 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 this feature are appropriate or available for use is given in conjunction with such information, material or service. You agree to use this feature entirely at your own risk, and you are responsible for evaluating the accuracy and completeness of all information, statements, opinions and other material in any Linked Sites.
- 15.3. To the fullest extent permitted by applicable law, we and the Service Provider exclude 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 this feature, even if we have been advised of the possibility of such damages. You further agree that we and the Service Provider 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 this feature.

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

16. Intellectual Property

- 16.1. 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 authorisation.

17. Termination

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

18. Law & Jurisdiction

- 18.1. This feature 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, this feature or information, materials, products and/or services in this feature 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.
- 18.2. These Terms and Conditions and all matters relating to your access to, and use of information in this feature 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.

19. Contacting us

- 19.1. If you have any questions regarding this Terms and Conditions or any customer service or technical issues, please email us at cs@bluahealth.com.hk. We will respond to all inquiries as soon as possible.
- 19.2. In case of inconsistency or conflict in meaning between the English version and Chinese version of these Terms and Conditions, the English version shall prevail. Our decision shall be final and conclusive in the event of dispute.

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