

## **Terms of Service 1. Definitions and Interpretation**

1.1 In these Terms, unless the context otherwise requires, the following definitions shall apply:

"Ali Health" means ALI HEALTH SDN BHD, a company registered under the laws of Malaysia, Company No: 201401007482 (1083560-W).

"Business Day" means a day (excluding public holidays and weekends Saturdays, Sundays whilst for some states Friday and Saturday and Public Holidays) on which offices are open for business in Malaysia;

"Customer" means any person who has access and use of the website as well as purchases goods from MALAYSIAAIRPORT.DOCTOR2U.MY upon the terms and conditions of the website;

"Conditions" mean these Terms and Conditions of Sale;

"Contract" means the contract formed when Retailer accepted the order placed by Customer from malaysiaairport.doctor2u.my for the purchase of Goods sold by Retailer;

"Delivery Address" refers to such location within Malaysia, designated by the Customer as the dropoff point for Goods purchased by the Customer through the website;

"Goods" means the goods and services made available for sale on malaysiaairport.doctor2u.my, including any instalment of the goods or any parts for them;

"Retailer" means the retailers named in the website who agree to provide goods to the Customer through the website, and "Retailer" means any of them;

"Services" means the use of any services, information and functions made available by the Retailer on malaysiaairport.doctor2u.my;

"Writing" includes electronic mail facsimile transmission and any comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect the interpretation of any parties.

## **2. Basis of the Contract**

2.1 Where the Customer has placed an order on MALAYSIAAIRPORT.DOCTOR2U.MY for the purchase of Goods sold by the Retailer and the Retailer has accepted the same upon confirming when the payment by the Customer is successful and there is sufficient stock in hand availability, this shall constitute a Contract entered into directly between the Customer and the Retailer.

2.2 Any information made available on MALAYSIAAIRPORT.DOCTOR2U.MY in connection with the supply of Goods, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating materials, operating costs or any information disclosed by the Retailer are not binding and for information purposes only. In entering into the Contract, the Customer acknowledges that it does not rely on and waives any claim based on any such representations or information so provided.

2.3 Any typographical clerical or other error or omission in any quotation, invoice or other document or information issued by the Retailer in its website of MALAYSIAAIRPORT.DOCTOR2U.MY shall be subject to correction without any liability on the part of the Retailer.

### **3. Orders and Specifications**

3.1 The Customer may purchase Goods by placing and completing the order form on the MALAYSIAAIRPORT.DOCTOR2U.MY and shall be responsible for ensuring the accuracy of the order. All orders shall be subject to Retailer's acceptance in their sole discretion and each order accepted by the Retailer shall constitute a separate Contract and shall be deemed to be irrevocable and unconditional upon transmission through MALAYSIAAIRPORT.DOCTOR2U.MY. The Retailer shall be entitled (but not obliged) to process such orders without further consent from the Customer. Nevertheless, you may request to exchange or refund the order which the Retailer shall endeavour (but not obliged) to give effect to on a commercially reasonable effort basis. To be eligible for a refund, the refund request must be submitted within at most 48 hours from the time of purchase with valid reason. Please note that all refunds are subject to a 10 % processing fee and will take 14 - 30 days.

3.2 Order acceptance and completion of the Contract between the Customer and Retailer will only be completed upon the Retailer issuing a confirmation of dispatch / performance of the Goods to the Customer. For the avoidance of doubt, the Retailer shall be entitled to refuse or cancel any order without giving any reasons for the same to the Customer prior to issue of the confirmation of dispatch. The Retailer shall furthermore be entitled to require the Customer to furnish the Retailer with contact and other verification information, including but not limited to address, contact numbers prior to issuing a confirmation of dispatch.

3.3 No concluded Contract may be modified or cancelled by the Customer except with prior written consent from the Retailer and on terms that the Customer shall indemnify the Retailer in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Retailer as a result of the modification or cancellation, as the case may be.

### **4. Price**

4.1 The price of the Goods shall be the price stated on MALAYSIAAIRPORT.DOCTOR2U.MY at the time which the Customer places and completes the order form. The price includes any applicable sales and services tax, value added tax or similar tax which the Customer shall be liable to pay to the Retailer in addition to the price, but it excludes the delivery charges (if applicable).

4.2 In the event that a Goods has been mispriced on MALAYSIAAIRPORT.DOCTOR2U.MY, the Retailer reserves the right to terminate the Contract, in which the Retailer shall, notify the Customer of such cancellation by giving three days' notice. The Retailer shall have such right to terminate the Contract and proceed to refund the Customer notwithstanding that the Goods have been dispatched or are in transit or that payment has been charged to Customer.

### **5. Terms of Payment**

5.1 The Customer shall be entitled to make payment for the Goods using the various payment methods made available on MALAYSIAAIRPORT.DOCTOR2U.MY. When Customer places an order on MALAYSIAAIRPORT.DOCTOR2U.MY, actual payment shall be only charged upon Retailer's acceptance of Customer's order and the formation of a Contract. All payments shall be made to the Retailer.

5.2 The terms and conditions applicable to each type of payment, as prescribed by the Retailer on the MALAYSIAAIRPORT.DOCTOR2U.MY, shall be applicable to the Contract. The payment methods may also be subject to the following terms:

5.2.1 **Credit Card.** Credit card payment option is available for all Customers. Retailer accepts all Visa and MasterCard credit cards and is 3D Secure enabled (verified by Visa and secured by MasterCard). All credit card information of Customer is protected by industry leading encryption standards. Please

take note that additional charges may be incurred if Customer is using a non-Malaysian issued card due to foreign exchange rates.

**5.2.2 Debit Cards.** The Retailer accepts all Malaysian Visa and MasterCard debit cards, subject to bank availability. All debit card numbers shall be protected by industry leading encryption standards.

**5.2.3 Online Banking.** By choosing this payment method, the Customer shall transfer the amount of the total purchase price for the Goods purchased by Customer to the Retailer's account (including any applicable taxes, fees and shipping costs). The transaction must be payable in Ringgit Malaysia. The Retailer, in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time.

5.3 Customer may not claim against Retailer or Ali Health. Ali Health or any of its agents (if any), for any failure, disruption or error in connection with the Customer's chosen payment method. The Retailer reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to the Customer or giving any reason.

5.4 If the Customer fails to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to Retailer, Retailer shall be entitled to cancel the Contract or suspend performance and / or deliveries of the Goods until payment is made in full.

5.5 To be eligible for a refund, the refund request must be submitted within at most 48 hours from the time of purchase with valid reason. Please note that all refunds are subject to a 10 % processing fee and will take 14 - 30 days. All refunds are conditional upon Retailer's acceptance of a valid return of the Goods. The Retailer reserves the right to modify the mechanism of processing refunds at any time without notice.

5.6 All payments for the purchased Goods must be made to the Retailer using the payment methods made available on MALAYSIAAIRPORT.DOCTOR2U.MY only.

## **6. Delivery/Performance**

6.1 Delivery of the Goods shall be made to the delivery address specified by the Customer in its order.

6.2 The Retailer has the right at any time to sub-contract all or any of its obligations for the sale/delivery of the Goods to any other party as it may from time to time decide without giving notice of the same to the Customer.

6.3 All risk in the Goods shall pass to the Customer upon delivery, except that, where delivery is delayed due to a breach of the Customer obligations under a Contract, risk shall pass at the date when delivery would have occurred. From the time when risk passes to the Customer, the Retailer or Ali Health will not be liable for loss or destruction of the Goods.

6.4 Where the Goods have been delivered to the Customer even after such refunds have been claimed by the Customer, Customer shall immediately notify the Retailer of the delivery. The property of the Goods shall not pass to the Customer and Customer shall hold the Goods as the Retailer's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer. The Retailer shall be entitled at any time to demand the Customer to deliver up the Goods to the Retailer and in the event of non-compliance, the Retailer reserves its right to take legal action against the Customer for the delivery of the Goods and also reserves its right to seek damages and all other costs including but not limited to legal fees against the Customer.

6.5 If delivery or collection is delayed through the Customer's unreasonable refusal to accept delivery or if the Customer do not (within one week of the first attempt to deliver the Goods) accept delivery,

the Retailer or Ali Health may (without affecting any other right or remedy available to us) do either or both of the following:

- (a) charge the Customer for any fee and other costs reasonably incurred by the Retailer; or
- (b) no longer make the Goods available for delivery or collection and notify the Customer that we the Retailer are immediately cancelling the applicable Contract.
- (c) terminate the Contract and claim damages.

## **7. COVID-19 Screening Tests**

7.1 A Customer who purchases Covid-19 screening tests through MALAYSIAAIRPORT.DOCTOR2U.MY shall consent to the collection of specimen(s) from him /her and the testing of specimen(s) he/she provides at KLIA / KLIA2.

7.2 The Customer shall fully comply with all guidelines, rules, regulations and /or SOPs which are set by the relevant authorities pertaining to the Covid-19 screening tests to be performed on him or her at designated health screening lounges at KLIA/ KLIA2. The Customer shall familiarize his or herself with the guidelines and SOPs provided on MALAYSIAAIRPORT.DOCTOR2U.MY pertaining to the same.

7.3 The Customer fully understands that the tests/procedures which he/she performs are for screening purposes and are not conclusive examinations. The Customer understands that there are risks and benefits associated with the collection of specimen(s) and the testing of specimen(s). The Customer also understands that there may be a need for recollection and retesting of the specimen(s) in order to verify the test results.

7.4 The Customer hereby requests and authorizes B.P. Clinical Lab. Sdn. Bhd., BP Diagnostic Centre Sdn Bhd, Ali Health Sdn Bhd and all other BP Healthcare Group of companies and their respective affiliates, successors and assigns, officers, employees and representative (“**BP**”) to release the Customer’s test results to the email as provided. The Customer is aware and fully accepts that the test results may contain highly sensitive medical information about his or herself. The Customer further fully understands and accepts that there are significant security risks when information is transmitted over the internet and that it is not possible to guarantee watertight protection against data leakage or from access by third parties.

7.5 The Customer hereby agrees not to hold BP responsible for any losses, costs, liabilities, claims, damages or expenses whatsoever resulting from or relating to the collection of his/her specimens, the testing procedures performed by BP and/or any breach of confidentiality that may result as a consequence of my request to deliver the result(s) via email.

7.6 The Customer fully understands and accepts that BP may disclose my medical information if required by and in accordance with the laws, any applicable regulations or order of governmental agency or a court of competent jurisdiction.

## **8. Return, Refund and Replacement of Goods**

8.1 All Goods sold on the MALAYSIAAIRPORT.DOCTOR2U.MY is covered under the 14 Days Easy Returns (“Return Policy”). Customer may initiate the returns process by communicating through MALAYSIAAIRPORT.DOCTOR2U.MY.

8.2 Customer may only apply for return of the purchased Goods in the following circumstances: (a) if the Goods delivered to Customer is defective and/or damaged on delivery.

8.3 The Customer may return the Goods as stated in Clause 8.1 provided the Goods shall be un-used, tags shall not be tampered with, and the Goods shall be in the original brand packaging (if applicable).

8.4 In the event that Customer is unable to resolve any dispute with the Retailer directly through amicable negotiations, the Retailer reserves the right to suggest and implement an appropriate resolution at its sole discretion.

## **9. Risk and property of the Goods**

9.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or if the Customer wrongfully fails to take delivery of the Goods, the time when the Retailer has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Retailer has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Retailer to the Customer for which payment is then due.

9.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Retailer's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer.

9.4 If the provisions in this Clause 9 of these Conditions are not effective according to the law of the country in which the Goods are located, the legal concept closest in nature to retention of title in that country shall be deemed to apply mutatis mutandis to give effect to the underlying intent expressed in this condition, and the Customer shall take all steps necessary to give effect to the same.

9.5 The Customer shall indemnify the Retailer against all loss, damages, costs, expenses and legal fees incurred by the Customer in connection with the assertion and enforcement of the Retailer's rights under this condition.

## **10. Warranties and Remedies**

10.1 Subject as expressly provided in these Conditions, all other warranties, conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.

10.2 The Retailer binds itself only to deliver Goods in accordance with the general description under which they were sold, whether or not any special or particular description shall have been given or shall be implied by law. Any such special or particular description shall be taken only as the expression of the Retailer or Ali Health's opinion in that behalf.

10.3 The Retailer or Ali Health shall be under no liability in respect of any defect arising from unsuitable or improper use, defective installation or commissioning by the Customer or third parties, fair wear and tear, wilful damage, negligence, abnormal working conditions, defective or negligent handling, improper maintenance, excessive load, unsuitable operating materials and replacement materials, poor work, unsuitable foundation, chemical, electro-technical/electronic or electric influences, failure to follow the Retailer's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Retailer's approval.

## **11. Liability**

The content displayed on MALAYSIAAIRPORT.DOCTOR2U.MY is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary and to the fullest extent permitted by law, the Retailers and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use,

performance or any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

## **12. Personal Data Protection**

Please see our [Privacy Policy](#), which forms a part of these Conditions.

## **13. General**

13.1 The Retailer shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Conditions (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond the Retailer's reasonable control.

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and to be delivered via e-mail addressed, if to the Retailer or Ali Health, to its registered office or principal place of business and if to the Customer, to the address stipulated via email in the relevant order.

13.3 If any provision of these Conditions is held by any competent authority to be illegal, invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

13.4 No person who is not a party to the Contract (including any employee officer agent representative or sub-contractor of either party) shall have any right to enforce any terms of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties.

13.5 The Contract shall be governed by the laws of Malaysia and the Customer agrees to submit to the non-exclusive jurisdiction of the Courts in Malaysia.

13.6 Customer must exhaust all legal avenues against the Retailer should any dispute, controversy or claim arises out of or relates to the Contract, or the breach, termination or invalidity thereof, prior to bringing a claim against the Retailer. Any such actions brought against the Retailer for any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof shall be referred to the Courts in Malaysia settled by arbitration in accordance with the Rules for Arbitration of the Asian International Arbitration Centre (AIAC). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the AIAC. The place of arbitration shall be Kuala Lumpur. Any award by the arbitration tribunal shall be final and binding upon the parties.

13.7 All content included in or made available through MALAYSIAAIRPORT.DOCTOR2U.MY, such as text, graphics, logos, button icons, images, audio clips, digital downloads, campaign titles and data compilations is the property of the Retailer or its content suppliers and is protected by copyright laws and treaties around the world. All such rights are reserved by the Retailer and its licensors. The Customer may store, print and display the content supplied solely for the Customer's personal use. The Customer are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to the Customer or which appears on MALAYSIAAIRPORT.DOCTOR2U.MY nor may you use any such content in connection with any business or commercial enterprise. In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through MALAYSIAAIRPORT.DOCTOR2U.MY are trademarks of the Retailer in Malaysia and other countries. Such trademarks may not be used in connection with any product or service that is not provided by the Retailer, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Retailer.

13.8 Notwithstanding Clause 13.7 above, the Retailer shall be entitled to commence court legal proceedings for the purposes of protecting its intellectual property rights and confidential information or for a breach or non-performance by means of injunctive or other equitable relief.

13.9 The Retailer may, through MALYSIAAIRPORT.DOCTOR2U.MY or by such other method of notification as the Retailer may designate, vary the terms and conditions, such variation to take effect on the date the Retailer specifies through the above means. If Customer browses MALYSIAAIRPORT.DOCTOR2U.MY after such date, Customer is deemed to have accepted such variation. If Customer do not accept the variation, Customer must stop access or using MALYSIAAIRPORT.DOCTOR2U.MY .

13.10 In the event that these Conditions are executed or translated in any language other than English (“Foreign Language Version”), the English language version of these Conditions shall govern and shall take precedence over the Foreign Language Version.

13.11 These Conditions shall constitute the entire agreement between Customer, Retailer and Ali Health relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.