

By signing up you agree to our [Terms & Conditions](#) and [Privacy Policy](#) I also understand that **this app is NOT for medical emergencies, definite diagnosis and treatment.**

Terms of Use – sign up as WellHealth Member

This page (together with the documents referred to on it) sets out the terms of use (“Terms of Use”) on which users may make use of our website <https://wellhealth.my/> (“Website”) collectively “Service” or “Services”, whether as a guest or a registered user (“You”, “yourself”, “your”, “users”). You are advised to read these Terms of Use carefully before you start to use the Services. By using the Services, you indicate that you agree and accept to these Terms of Use and that you agree to abide by them. Your use of any part of the Service constitutes your acceptance of these Terms of Use which takes effect on the date on which you first use the Website. If you do not agree with these Terms of Use, you should cease using the Website immediately.

The Website is owned and operated by WELL HEALTH SDN BHD , company number 202201020266 (145963-U) (“we”, “us”, “our”, “company”, or “WELLHEALTH”). We are pleased to offer you a platform that enables you or the users of the Services to communicate electronically via live text, picture and/or audio messages about health issues with independent healthcare providers and/or healthcare professionals including but not limited to general practitioners, specialists, nutritionists, dieticians and/or pharmacists who may not under agreement with WELLHEALTH or certain of WELLHEALTH affiliates. YOU ACKNOWLEDGE THAT WELLHEALTH DOES NOT PROVIDE ANY HEALTH-RELATED INFORMATION AND/OR ELECTRONIC MEDICAL RELATED SERVICES AND/OR HEALTHCARE SERVICES AND WELLHEALTH IS NOT A HEALTHCARE PROVIDER. IT IS UP TO THE INDEPENDENT HEALTHCARE PROVIDERS AND/OR HEALTHCARE PROFESSIONALS TO OFFER THE HEALTH-RELATED INFORMATION AND/OR ELECTRONIC MEDICAL RELATED SERVICES AND/OR HEALTHCARE SERVICES TO YOU AND IT IS UP TO YOU TO ACCEPT SUCH HEALTH-RELATED INFORMATION AND/OR ELECTRONIC MEDICAL RELATED SERVICES AND/OR HEALTHCARE SERVICES. THE SERVICE OF WELLHEALTH IS TO LINK YOU WITH SUCH INDEPENDENT HEALTHCARE PROVIDERS AND/OR HEALTHCARE PROFESSIONALS, BUT DOES NOT NOR IT IS INTENDED TO PROVIDE HEALTHCARE SERVICES OR ANY ACT THAT CAN BE CONSTRUED IN ANY WAY WHATSOEVER AS AN ACT OF A HEALTHCARE PROVIDER AND/OR HEALTHCARE PROFESSIONAL. ALL AND ANY HEALTH-RELATED INFORMATION AND/OR ELECTRONIC MEDICAL RELATED SERVICES AND/OR HEALTHCARE SERVICES ARE SOLELY PROVIDED BY INDEPENDENT HEALTHCARE PROVIDERS WHO ARE NOT EMPLOYED BY WELLHEALTH OR ANY OF ITS AFFILIATES. PLEASE NOTE THAT WELLHEALTH SHALL NOT BE RESPONSIBLE FOR ANY SESSION OR ANY FORM OF COMMUNICATION AND CHATTING WITH THE INDEPENDENT HEALTHCARE PROVIDERS AND/OR HEALTHCARE PROFESSIONALS WHICH INCLUDES ANY MEDICAL CONSULTATION, DIAGNOSIS, TREATMENT AND/OR PRESCRIPTION AND/OR ANY OTHER HEALTHCARE SERVICES AND THAT WELLHEALTH IS NOT RESPONSIBLE NOR LIABLE FOR THE ACTS AND/OR OMISSIONS AND/OR NEGLIGENCE OF THE INDEPENDENT HEALTHCARE PROVIDERS AND/OR HEALTHCARE PROFESSIONALS AND/OR ANY HEALTHCARE SERVICES PROVIDED TO YOU. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU PROCEED, BECAUSE WHEN YOU CLICK “I ACCEPT,” YOU ARE AGREEING THAT YOU WILL ONLY USE WELLHEALTH S’S SERVICES, including its website <https://wellhealth.my/> (“Website”) all content, information and/or materials provided by or through WELLHEALTH (collectively “Service” or “Services”), IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF USE AND THAT YOU WILL BE BOUND BY THEM. If you have any questions please contact us <https://wellhealth.my/> or wellhealth@gmail.com

By registering your user account with WELLHEALTH ("WELLHEALTH Account") you will be able to communicate electronically with an independent healthcare provider and/or healthcare professionals including but not limited to medical practitioners, specialists, nutritionists, dieticians and/or pharmacist. We advise you to check the validity of the license or practicing certificate or any certificate of the independent healthcare providers and/or healthcare professionals which are required by the relevant registry before proceeding to communicate and chat with the independent healthcare providers and/or healthcare professionals as WELLHEALTH does not warrant the legality and/or validity of the licenses or practicing certificates of such independent healthcare providers and/or healthcare professionals and that WELLHEALTH is not responsible to ensure its legality and/or validity nor WELLHEALTH be held liable for any illegality and/or invalidity of such licenses or practicing certificates and/or any consequences resulting therefrom.

Before registering your WELLHEALTH account, you warrant and affirm that you will NOT:

Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; Provide any information that: (a) is false, inaccurate, misleading or incomplete; (b) violates any law; (c) is defamatory, trade-libellous, unlawfully threatening or unlawfully harassing; and (d) inject into the WELLHEALTH webApp in any manner any content containing any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

To keep WELLHEALTH running smoothly for all of our Users, you agree that you will use the Service only in a manner consistent with the following Terms and Conditions.

Our Services

WELLHEALTH is a web application that provides you a platform to chat with an independent healthcare providers and/or healthcare professionals including but not limited to general practitioners, specialists, nutritionists, dieticians and/or pharmacists in the comfort and convenience of your home, hotel or office allowing the independent healthcare providers and/or healthcare professionals to provide you medical advices and/or deliver medical treatments in-person Provided Always that our services is strictly not suitable for those with serious medical conditions and/or emergency conditions and/or life-threatening illnesses. If you have any serious medical conditions and/or medical emergency and/or life-threatening illnesses, we advise you to call your personal doctor or local emergency or ambulance immediately if necessary. We shall perform thorough background checks on all independent healthcare providers and/or healthcare professionals to ensure that they are in current good standing with Malaysian Medical Council and/or other local relevant authorities based on information made available to us by Malaysian Medical Council and/or other local relevant authorities however we are not responsible to ensure its total accuracy.

The independent healthcare providers and/or healthcare professional doctors that promote themselves on WELLHEALTH, are not employees of WELLHEALTH. Employees of WELLHEALTH do not provide users healthcare services and take no part in your medical diagnosis and/or treatment. WELLHEALTH shall not be liable for any professional advice and/or activity from the independent healthcare providers and/or healthcare professional doctors/ pharmacists, nutritionists and dietitians providing the house call service to the users in-person or via telephone, nor for any information obtained on our Application. We do not recommend or endorse any specific tests, healthcare or service providers, medications, products or procedures. You acknowledge that your reliance on any independent healthcare providers and/or healthcare professional doctors that promote themselves on our Application or information provided by such independent healthcare providers and/or healthcare professional doctor to you is solely at your own risk and you assume full responsibility for all risks associated therewith, as allowable by the extent of the law.

Consult with your regular licensed doctor as necessary and before seeking any new treatment or before you alter, suspend or initiate any change in your medical treatment, medication routine or healthcare related procedure or activity. Do not disregard medical advice issued to you by your regular licensed doctor or healthcare provider.

The independent healthcare providers and/or healthcare professional doctor, pharmacists, nutritionists and dietitians that promotes themselves on WELLHEALTH is independent, and WELLHEALTH is not responsible for any issues you may have with respect to the independent healthcare providers and/or healthcare professional doctor's or healthcare professional's professionalism, timeliness, medical treatment, diagnosis or advice, information provided, or any other actions or omissions arising from, or incident to, any services provided by the independent healthcare providers and/or healthcare professional doctor or healthcare professionals.

We respect your privacy and a complete statement of our current privacy policy can be found here at <http://wellhealth.com/privacy/>.

You use this Service entirely at your own risk and acknowledge that WELLHEALTH is not responsible for all damages, losses, costs or expenses which you may suffer because the service is unavailable or does not operate as expected or causes loss or damage to any data and/or mobile devices and /or computers and/or other tangible and/or intangible losses.

Terms and Conditions of Use

The following are the principal conditions of your use and participation in the WELLHEALTH App and WELLHEALTH's website ("the Service"). Without prejudice to any of our rights against you in the event you breach any terms and conditions of this agreement, we reserve the exclusive and discretionary right to terminate your use of the WELLHEALTH App or the Service without prior notice to you by deactivating your WELLHEALTH App Account and banning you from registering for any further WELLHEALTH App Account should you violate or fail to comply with any of the following conditions:

1. Consultation via the Platform

1.1 It is important that the information you provide is accurate and that you disclose all relevant facts as this could affect the information and or advice you are given by the independent healthcare providers and/or healthcare professionals. If you are providing information about a person other than yourself, you must ensure that they fully understand our Terms of Use, Privacy Policy and how their information will be used and that you have their full authority to provide it to us and to give all the relevant consents on their behalf. By providing their information to us you are confirming this to be the case. **WARNING:** You must check any information and/or advice given with your own doctors before taking or refraining from any course of action or treatment. Failure to do so could seriously damage your health.

2. Payment

2.1 Once you have completed a session of interacting and chatting with the independent healthcare providers and/or healthcare professionals ("Session") using the Services, you are required to make payment in full to WELLHEALTH upon the end of each session pursuant to the various payment methods set out in WELLHEALTH's Website and Application with terms and conditions apply. Payment made is non-refundable. If you have any complaints or issues in relation to the healthcare services provided, then that dispute must be taken up or brought against the independent healthcare providers and/or healthcare professionals directly.

2.2 Each session of chatting via live text, picture and/or audio messages will be charged at the prescribed rate when the session booked is confirmed, preliminarily at **RM10.00** for chatting with

pharmacist/dietician/nutritionist who charged for consultation fee, general practitioner and specialist respectively from 0800a.m. to 1159p.m. We reserve the right to vary the prescribed rate from time to time at our sole and absolute discretion. The duration of each session may vary as a result of its nature of request and it must be mutually agreed by you and the healthcare provider or healthcare professional doctor to extend the intended duration for such purpose. The healthcare providers and/or healthcare professional doctors reserve the right to provide free of charge services based on the nature of services and healthcare providers'/healthcare professional doctors' discretion during such extended duration Provided Always that the healthcare providers and/or healthcare professional doctors may at any time during such extended duration withdraw or cease or stop the chatting session at the healthcare providers and/or healthcare professional doctors' absolute discretion. In such an event, you shall be solely responsible for any consequences both tangible and/or intangible, resulting directly and/or indirectly from the withdrawal or cessation of such extended duration. We reserve the right to vary the prescribed rate from time to time at our sole and absolute discretion.

2.3 Free consultation sessions displayed on this application, systems or allied partnering systems are limited to advisory services. The free consultation session is NOT inclusive of medical diagnosis and prescription.

2.4 Your payment shall be made by credit cards ("Card") or any other payment methods set out in WELLHEALTH's Website and Application from time to time. We accept Visa and MasterCard, subject to bank availability, and is 3D Secure (Verified by Visa, and MasterCard Secure) enabled. All your credit card and debit card information are protected by means of industry-leading encryption standards. All Card payment will be through payment gateway Braintree by Paypal or any other collection methods as may be changed from time to time. You will be prompted to register a valid payment method or a valid Card which belongs to you prior to the commencement of each session in accordance with the instruction within the Application. Your Card will be charged automatically at the end of each session at the current rate of charges. If the Card belongs to another person, such as your parents, you hereby warrant and agree that you have obtained their permission to use the Card for the payment of the Service. In the event your payment by your Card is processed overseas, you will be liable for any additional charges in relation thereto. You shall be responsible to resolve any disputes with your Card company on your own.

2.5 We reserve the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where we reasonably believes you to be in breach of the Terms of Use. You agree that you will cooperate in relation to any financial crime screening that is required and to assist us in complying with any prevailing laws or regulations in place.

3. Refund Policy

3.1 There shall be strictly no refund once services have been rendered. A refund will only be given where cancellation is made before a request has been accepted by the independent healthcare providers and/or healthcare professionals subject to terms and conditions outlined. After the independent healthcare providers and/or healthcare professionals has accepted a request, you will be fully charged irrespective of whether you have opted not to proceed with the session or cancel the visit prior to the commencement of the session. The independent healthcare providers and/or healthcare professionals will be notified if a visit has been cancelled by a user through the Application.

3.2 A refund will also be given if the independent healthcare providers and/or healthcare professionals cancels a visit after accepting your request. In such event, you will not be charged. The independent healthcare providers and/or healthcare professionals will not receive a payment for that visit and you will be given an option to get another independent healthcare providers and/or healthcare professionals with the same refund policy apply.

4. Electronic Prescriptions

4.1 For each session, the independent healthcare providers and/or healthcare professionals may at their sole discretion prescribe medicines based on conditions provided by you to them. For avoidance of doubt, WELLHEALTH takes no part in any prescription issued by the independent healthcare providers and/or healthcare professionals and shall not in any way be held responsible for such electronic prescription.

4.2 During the end of each session of chatting with the independent healthcare providers and/or healthcare professionals, you may also intend to request for prescribed medicines. In the event you opted to place an order and accept the prescription medicines as prescribed by the independent healthcare providers and/or healthcare professionals and agreed to the dispensation of prescription medicines by our selected pharmacies, you are required to make payment for the prescribed medicines ordered at the price as indicated by our selected pharmacies. We are not responsible for the unavailability of any items ordered. If you are not agreeable to the price charged for the medicines offered by our selected pharmacies, please do not proceed with the payment. Once you have proceeded with payment as instructed by our selected pharmacies you will assume to have accepted the medicines at the price as indicated. There shall be strictly no refund and no exchange for goods or service once payment have been made. Our selected pharmacies reserve the right to not dispense medicines to you.

4.3 Well Pharmacy Group (“Well Pharmacy”) is our selected pharmacy which are legally only able to dispense medicines for you when we have received a legally valid electronic prescription by an independent healthcare provider and/or healthcare professional whom you have visited. Prescriptions are issued entirely at the discretion of the prescriber. WELLHEALTH does not involve nor it is intended to be involved in the dispensation of medicines or in any way act as an agent to dispense the medicines. Well Pharmacy only act as an agent to dispense to you the medicines as prescribed and directed by the independent healthcare providers and/or healthcare professionals. Well Pharmacy reserve the right to decline a prescription for any reason whatsoever at any time. In which event, neither WELLHEALTH nor Well Pharmacy be held responsible for such declination and for any consequences thereof. WELLHEALTH and Well Pharmacy shall not be held responsible and liable for any dispensation of prescription medicines as issued and directed by the independent healthcare providers and/or healthcare professionals. Any actions issues and disputes arising from the prescribing and/or dispensing services of medicines must be taken up and brought against the independent healthcare providers and/or healthcare professionals directly.

4.4 Upon receiving the electronic prescription from the independent healthcare providers and/or healthcare professionals with your acceptance to the order placement and successful payment, Well Pharmacy shall work to dispense the prescription medicines. In the event if you are unable to collect your own medicine, please present an authorization letter for the person collecting on your behalf. You or your authorized carer are jointly and severally responsible for signing the medicine package upon delivery. Please present a valid ID and QR code from the Application for confirmation and verification at all times.

4.5 Please note that prescription medicine orders are strictly not allowed for those who are under 18 years old. Please further note that only delivery within Malaysia is allowed. Additional charges and/or costs for delivery and/or all prevailing statutory taxes and/or any future taxes that may be in force at any point of time may be charged to you.

4.6 You are responsible for informing WELLHEALTH and Well Pharmacy and the independent healthcare providers and/or healthcare professionals if you are taking any other medications, supplements and traditional medicine. You are responsible for informing WELLHEALTH and Well Pharmacy and the independent healthcare providers and/or healthcare professionals of your current health status and personal medical information/records. You are also responsible for informing WELLHEALTH and Well Pharmacy and the independent healthcare providers and/or

healthcare professionals of any allergies. WELLHEALTH and Well Pharmacy are not responsible for any allergic reactions resulting from allergies that were not clearly stated and /or allergies that are not previously identified or known.

4.7 WARNING – You must check all items dispensed to you and should not take any medication that appears to have been tampered with or which may have been dispensed in error. Failure to abide by this warning could seriously damage your health and WELLHEALTH and Well Pharmacy are not responsible should you fail to notify us of any damage or error. If your prescription medicines appear to be damaged (with evidence and photos taken) you are responsible to contact us at pharmacymedwise@gmail.com . WELLHEALTH will liaise with Well Pharmacy and Well Pharmacy will make every effort to replace any damaged products when indicated.

5. Promotions and Offers

5.1 We may encourage you to participate and enjoy our promotions. Our promotions and offers are at most served as an invitation only and it is up to you to accept our promotions and offers. Once you have accepted our promotions and offers of any kind these Terms of Use and the following terms and conditions shall apply, unless otherwise stated. By accepting any promotional offer, you agree to be bound by these Terms of Use and all additional terms and conditions which may be imposed and associated therewith from time to time at our sole discretion. The Application reserves the right to send particular promotions to particular Users. We may use any personal information you provide to us (including your email address), to provide you (by email or otherwise) with information regarding our contents and promotions, as further described in our Privacy Policy provided however that we will not use your personal information for our promotions or for our marketing of products without your prior written consent. Notwithstanding the foregoing, you agree that WELLHEALTH may communicate your personal information to the independent healthcare providers and/or healthcare professionals featured on the Application in connection of any health information provided by the independent healthcare providers and/or healthcare professionals. WELLHEALTH is not responsible for any unauthorized promotions and offers offered by third parties through the Application.

6. Representations and Warranties

6.1 You agree not to post User Content that:

- is sexually explicit or pornographic;
- creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal;
- may create a risk of any other loss or damage to any person or property;
- seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- violates, or encourages any conduct that violates laws or regulations;
- contains any information or content we deem to be hateful, violent, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, profane, or otherwise objectionable;
- contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
- infringes any third party's Intellectual Property Rights, privacy rights, publicity rights, or other personal or proprietary rights;
- contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- is fraudulent, false, misleading, or deceptive.

6.2 You agree not to engage in any of the following prohibited activities:

- Use, display, mirror or frame the Service, any individual element within the Service, the WELLHEALTH name, trademark, logo or other proprietary information, or the layout and design of any page, without our express written consent;
- Access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers;
- Attempt to probe, scan, or test the vulnerability of any WELLHEALTH system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by WELLHEALTH or any of our providers or any other third party (including another user) to protect the WELLHEALTH Content;
- Attempt to access or search the User Content or WELLHEALTH Content or scrape or download User Content or WELLHEALTH Content from the Services, or otherwise use, upload content to, or create new links, reposts, or referrals in the Service through the use of any engine, software, tool, agent, device or mechanism (including automated scripts, spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by WELLHEALTH or other generally available third party web browsers;
- Send any unsolicited or unauthorized spam and spam comments on posts, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing WELLHEALTH trademark, logo, URL, or product name without WELLHEALTH's express written consent;
- Use WELLHEALTH user information to forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Request, collect or store username, password, token or any other account authentication information from other users; or
- Encourage or enable any other individual to do any of the activities prohibited in this Terms and Conditions.

6.3 You agree to comply with and be bound by the following:

- You will only access and use the Service for informational or educational or referencing purposes;
- You will only access and use the Service in non-emergency situations;
- You will not access or use the Service or the App as a substitute for the consultation, diagnosis, and/or medical treatment of a qualified physician or healthcare provider;
- You will not in any circumstances whatsoever access or use the Service or the App for the purpose of seeking for any diagnosis, prognosis, treatment, prescription, product recommendation or medical advice of any kind;
- You will not consider the information, content and material provided by or obtained through the Service, the independent healthcare providers and/or healthcare professionals, other WELLHEALTH users, employees, licensors or any other third parties in connection with WELLHEALTH to be diagnosis, prognosis, treatment, product recommendation or medical advice of any kind;
- You will not advise, diagnose or treat any person at any time based on the information, content or material that is contained in the Website or the App or you receive through the Service, the Website or the App or when interacting with the independent healthcare providers and/or healthcare professionals by using the Service, the Website or the App;

- You are solely responsible for your interactions with the independent healthcare providers and/or healthcare professionals with whom you communicate by using the Service, the Website or the App;
- You are solely responsible for your use of the Service, for any User Content you post to the Website or the App, for anything that occurs through your WELLHEALTH Account and for any consequences thereof;
- You agree and acknowledge that your use of the Service, post of any User Content by using the Service and any communication and interaction with the independent healthcare providers and/or healthcare professionals by using the Service or the App is at most served as a form of social interaction and sharing of experiences and information about health issues and no doctor-patient relationship exists by doing so;
- You agree and acknowledge that WELLHEALTH and/or healthcare professionals and does not have control over the quality, reliability, timing, legality, integrity, authenticity, accuracy, appropriateness, provision or failure to provide or responsiveness of the information provided by or to the independent healthcare providers and/or healthcare professionals; you are responsible for informing WELLHEALTH of any poor or substandard quality, reliability, timing, legality, integrity, authenticity, accuracy, appropriateness of Services provided by independent healthcare providers and/or healthcare professionals.
- You agree and acknowledge that in most circumstances the Services provided on or through the Website or the App is not licensed by any state in Malaysia or any country.

6.4 You agree to the following general conditions:

- Your use of the Service is at your solely risk. The Service is provided on an “as is” and “as available” basis without warranty or representation of any kind, whether express or implied;
- You will save and hold WELLHEALTH harmless for any event or activity occurs through your WELLHEALTH Account;
- You will not interfere or attempt to interfere with the operation of the Service or the App;
- WELLHEALTH may, but has no obligation to, remove content and accounts containing content that it determines in its sole discretion is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Use without prior notice;
- WELLHEALTH does not warrant that:
 1. the Service will meet your specific requirements;
 2. the Service will be uninterrupted, timely, secure, or error-free;
 3. the results that may be obtained from the use of the Service will be accurate or reliable;
 4. the quality of the Service, information, or other material obtained by you through the Service will meet your expectations; and
 5. any errors in the Service will be corrected;
- You warrant that you are 18 years of age or older and have full power, legal authority and legal capacity to enter into the agreement of these Terms of Use;
- You expressly acknowledge and agree that WELLHEALTH shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other tangible or intangible losses (even if WELLHEALTH has been advised of the possibility of such damages), resulting from:
 1. the use or the inability to use the Service or the App;
 2. unauthorised access or use of your WELLHEALTH Account;
 3. statements or user content or conduct of any users or third party on the Service; or
 4. any other matter relating to the Service or the App;
- The failure of WELLHEALTH to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. The Terms of Use constitute the entire agreement between you and WELLHEALTH and govern your use of the Service, superseding any prior agreements between you and WELLHEALTH (including, but not limited to, any prior versions of the Terms of Use);
- We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. If you want to stop using your WELLHEALTH Account, you can delete it at your own option. Upon termination of your

WELLHEALTH Account, you will not be entitled to any refund and we reserve the right to deal with your information and any content you uploaded and shared using such account in any way as we shall deem fit.

6.5 You agree to use your WELLHEALTH Account in accordance with the following:

- You are responsible for maintaining the security of your account and password. WELLHEALTH will not be liable for any loss or damage from your failure to comply with this security obligation. You agree and undertake to notify WELLHEALTH in writing of any unauthorized or fraudulent use of your WELLHEALTH Account or password;
- You will not permit others to use your WELLHEALTH Account and will refrain from charging anyone for access or use of any portion of your WELLHEALTH Account;
- You will not create account with WELLHEALTH through unauthorised means, including but not limited to, by using an automated device, script, robot, spider, crawler or scraper;
- You will not use the Service, the Website or the App for any illegal or unauthorised purpose;
- You are responsible for anything that occurs through your account and you agree you will not sell, transfer, license or assign your account, username, or any account rights. You also represent that all information you provide or provided to WELLHEALTH upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy;
- Violation of these Terms of Use may, in WELLHEALTH's sole discretion, result in termination of your WELLHEALTH Account without any prior notice to you. You understand and agree that WELLHEALTH will not be responsible for any User Content posted on or to the Service and your communication and interaction with any users, the independent healthcare providers and/or healthcare professionals or any third party. You use the Service at your own risk. If you violate these Terms of Use, or otherwise create risk or possible legal exposure for WELLHEALTH, we can stop providing all or part of the Service to you at our absolute discretion without liability and prior notice;
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[Medical Disclaimer](#)

THIS WEBSITE OR APPLICATION IS NOT INTENDED FOR THE PURPOSE OF PROVIDING MEDICAL ADVICE

WELLHEALTH does not provide healthcare services or health information and WELLHEALTH is not a healthcare provider. It is up to the independent healthcare providers to offer the healthcare services or medical information to you and it is up to you to accept such unconventional healthcare services or medical information. The Service of WELLHEALTH is to link you with such independent healthcare providers, but does not nor it is intended to provide healthcare services or medical information or any act that can be construed in any way whatsoever as an act of a healthcare provider.

All information, content, and material provided procured and/or obtained through or by using the Service is for informational purposes only and are not intended to serve as a substitute of your usual consultation, diagnosis, and/or medical treatment of a qualified physician or healthcare provider.

MEDICAL EMERGENCY

If you have a medical emergency, call your doctor or local emergency and ambulance immediately.

WEBSITE INFORMATION INTENDED FOR USE BY INDUSTRY PROFESSIONALS

WELLHEALTH is geared towards providing information to users regarding the capabilities and ranges of products of WELLHEALTH. The information contained on the website or application is compiled from a variety of sources and is not considered complete. The information accessed through this website is provided "AS IS" and without any warranties, whether expressed or implied.

Disclaimer of Warranties

To the Fullest extent permitted by law, WELLHEALTH DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, regarding any information or other material displayed on the website or service, whether authored by the WELLHEALTH or others; and the operation of this website, including any warranty of merchantability and/or fitness for a particular purpose or use.

The WELL HEALTH SDN BHD makes no representation or warranty as to the reliability, accuracy, timeliness, usefulness, adequacy or suitability of the information contained in the website or the App and does not represent and/or warrant against human or machine error, omissions, delays, interruptions or losses, including the loss of any data. WELLHEALTH makes no warranty that the App or the Service will meet your requirements nor does WELLHEALTH make any warranty as to the results that may be obtained from the use of the Service or the App. You understand and agree that any material downloaded or otherwise obtained through the use of the App or the Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download or use of such material and/or information. No advice or information, whether oral or written, obtained by you from or through the App or the Service will create any warranty not expressly made herein. Neither the content nor any other service offered and provided by or through the App or the Service is intended to be for medical diagnosis or treatment and does not serve as a substitute for your own sound and reasonably prudent judgment. Persons accessing the information, content and any material on or in connection with the Service assume full responsibility for the use of the information and agree that WELLHEALTH is not responsible or liable for any claim, loss, or damage arising from the use of the information or the Service. WELLHEALTH does not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, off-label drug uses or other information that may be mentioned through the Service or the App. Your reliance upon the content obtained or used by you is solely at your own risk.

Limitation of Liability

WELLHEALTH and any of our owners, subsidiaries, affiliated companies, employees, shareholders, or directors shall not be responsible or liable for any direct, indirect, incidental, special, consequential or exemplary damages, including and without limitation to any damages for loss of revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy), arising out of or related to your use of the App or the Service, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services. Your use of the App or the Service is at your own risk. If you disagree or dissatisfied with any portion of the App or the Service, your sole and exclusive remedy is to discontinue use of the App or the Services.

Indemnification

You agree to indemnify and hold harmless WELLHEALTH and any of our owners, subsidiaries, affiliated companies, employees, shareholders, directors, licensors, officers, consultants and

agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including and without limited to cost of defence of claims, suits or proceedings brought against WELLHEALTH), in any way related to your access to or use of WELLHEALTH or the Service or your breach of any of these Terms.

Governing Law and Jurisdiction

These Terms of Use and any claim, cause of action or dispute arising out of such use of the Service or the App are governed by and construed in accordance with the internal substantive laws of Malaysia and under the exclusive jurisdiction of Malaysian Courts, without respect to its conflict of laws principles.

Dispute Resolution

All claims or dispute arising out or related to the use of the Service or the App must be settled amicably and all parties involved must exhaust all possible means to resolve the disputes or claims in amicable manners including arbitration, mediation or other alternative dispute resolution available but not limited in Malaysia before resorting to Malaysia court system.

Termination

WELLHEALTH may terminate your use of the App or the Service or your WELLHEALTH Account for any reason, without notice, at any time, and without liability to you. If you want to stop using your WELLHEALTH Account, you can delete it at your own option. Upon termination of your use of the Service or your WELLHEALTH Account, you will not be entitled to any refund of fees paid (if any) and we reserve the right to deal with your information and any content you uploaded using such account in any way as we shall deem fit. We will not be liable to you or any other party for any termination of your access to the App or the Services or deletion of your WELLHEALTH Account or content uploaded by you.

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obligated, to filter through the content you post or share and retain it for 24 hours upon publishing.

WELLHEALTH reserves the right to make any changes and corrections to these Terms. We may revise and make changes to these Terms of Use from time to time and the most current version will always be posted on our website. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms of Use. Please refer to this page from time to time to review these and any new additional terms and information.