

GetDocPlus Membership - Terms of Use Agreement

The GetDoc technology platform helps you take charge of your health, make informed choices, identify in-network clinics nearby, find the right doctor and book appointments online. GetDoc connects you to health service providers, to give you greater convenience instead of relying just only on phone calls or endure long inclinic waiting times.

This Terms of Use Agreement is a contract between you and GetDoc, a service from Jireh Group, governing the use of GetDocPlus services, and related websites, applications, services and mobile applications provided by Jireh Group

By clicking the SUBMIT button at the point of joining GetDocPlus Membership, you confirm you have read, understood and agreed to be bound by the terms of the Membership Agreement, and the collection and use of your information as set in our Privacy Policy https://www.getdoc.co/privacy-policy/

This **GetDocPlus Membership Agreement** ("Agreement") is between

- 1. **Jireh Group**", a company formed and existing under the laws of Malaysia & Singapore, having its principal place of business at
 - A) Jireh Group Pte Ltd: 41 Namly Ave, Platform E, SIM House, Singapore 267616
 - B) Jireh Group Sdn Bhd: D-19-05 Menara SuezCap 1, No 2 Jalan Kerinchi Kiri, Pantai Dalam, Kuala Lumpur, Malaysia 59200

and

2. the User, Individual, or Organisation (Member), each a "Party" and together the "Parties".

Jireh Group, operates GetDoc an e-platform to build a health ecosystem where third party health service providers on GetDocPanel have agreed to provide health services to GetDocPlus Members at agreed professional fees pegged to corporate rates

The User, Individual or Organisation (**Member**) wishes to subscribe and access GetDocPlus Health Benefit services. The Member who has subscribed to the service, maintain (or nominates a person to maintain) the group user or organisation's Admin account, register their beneficiaries as members and promote the utilisation of GetDoc App to their staff /affiliates /associates who are covered by this benefit.

NOW, THEREFORE, the parties agree as follows:

A. Term of Agreement. This Agreement shall be effective beginning on the Effective Date for an initial term of one year. The Agreement shall renew for successive periods

of one year each unless terminated in accordance with Section G below. Each 12-month period measured from the Effective Date is referred to as a "Contract Year."

- **B.** Responsibilities of the User / Designated administrator / Organisation (Member). The Member is to register yourself or for multiple users account, their beneficiaries on GetDocPlus, ensure accurate and complete information is provided, responsible for all the activity happening on the account and keeping the password secure. GetDoc should immediately be notified should any breach of security or unauthorised use occur.
- **C. Communicate GetDocPlus Information**. The Member shall endeavour to communicate and distribute to Member's staff /affiliates /associates, GetDocPlus information, notices of material benefit to their members using their available channels of communication
- **D.** Information of Beneficiaries. The Member shall provide all information reasonably requested by GetDoc to perform its duties and to calculate its fees under this Agreement. Prior to the effective date of this Agreement, the Member shall provide GetDoc with a complete and accurate enrolment list of beneficiaries and agrees to comply with the restrictions on use and disclosure of protected private information (PPI) in the implementation of GetDocPlus program; and ensure that agents and subcontractors of the Organisation agree to the same restrictions and conditions as the Member Organisation with regard to PPI.
- **E. Responsibilities of GetDoc**. During the initial Contract Year and any renewal Contract Year, GetDoc shall provide the following services:
- Group User Admin Account. GetDoc shall provide to the multiple users group account, such as an Organisation a web based Console in the enrolment of Members. In organisations with large group of members, GetDoc will on request of the organisation, provide assistance in organising information meetings.
- 2. **User Access to Health Providers via Appointment bookings**. GetDoc shall provide an App to allow members to search, select and secure an appointment with their preferred provider.
- 3. User Choice of Health Providers -A panel of Health Providers who will provide health services pegged to corporate rates. This listing is provided to assist you in choosing a doctor, dentist or other healthcare specialist, professional, provider, or organization (collectively, "Healthcare Provider"). In no event shall GetDoc be liable to you or anyone else for any decision made or action taken by you in reliance on any such content.
 - Furthermore, GetDoc does not in any way endorse or recommend any individual or entity listed or accessible through the GetDocPlus services..
- User Personal Data Protection: GetDoc will only process each individual user's personal data in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012) in Singapore and the Personal Data Protection Act 2010 in Malaysia,

the applicable regulations, guidelines, orders made under the Personal Data Protection Act in Singapore and Malaysia and any statutory amendments or re-enactments made of the Singapore Personal Data Protection Act 2012 and Malaysia Personal Data Protection Act 2010 from time to time (collectively referred to as the "PDPA") as well as this Privacy Policy.

F. Limitations on Services. GetDocPlus does not assume any obligations other than those expressly stated in this Agreement (Section E). For the avoidance of doubt, GetDoc does not have the following obligations:

- No management of User's Health Plan: GetDoc has no discretionary authority or control over the management of Member Organisation's Health Plan for staff /employees /associates / members.
- 2. Not a health benefit Guarantor. GetDoc shall not be liable, nor advance its own funds, for the payment of health claims under the Member Organisation's Health welfare program. GetDoc does not guarantee payment of any benefits or claims incurred for medical/dental outpatient services. The Member Organisation and or its staff /members /associates shall have full responsibility and liability for payment of claims in accordance with the provisions of their own health welfare plan.
- 3. **Service Effectivity:** GetDoc has no control over, and cannot guarantee the availability of, any Healthcare Provider at any particular time. GetDoc will not be liable for cancelled or otherwise unfulfilled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from, or related to, the use of the Site or Services whatsoever.
- 4. NOT a medical professional-patient relationship: As a value added service, GetDoc provides content such as Health Library, Travel Advisories, Health Information and information on health service providers. The content are for informational, scheduling and payment purposes only. All medically related information, including, without limitation, information shared via GetDocSays, digital social channels, GetDoc newsletters, messages, is protected by copyright and owned by GetDoc or our licensors. You acknowledge that the use of this content does not constitute a professional opinion, advice or diagnosis or treatment nor does it create a medical professional-patient relationship. Your use of this content is not a substitute for healthcare by healthcare professionals.
- 5. Reasonable care: Considerable care and efforts are made to provide accurate content, GetDoc makes no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, expertise, quality of work, insurance coverage or benefit information, or all other content available through GetDocPlus services.
- **G. Termination of Agreement.** This Agreement shall be terminated at the earliest date specified below:

- 1. Mutual Agreement. Any date mutually agreed upon by the parties, with 90 days or 3 months' written notice. There is no refund of annual membership fees paid, for the remaining period of the subscription notice.
- 2. Breach of Agreement. In the event of a breach of this Agreement, 30 days after the non-breaching party gives the other party notice of the breach unless the breach is cured within such 30-day period.
- 3. End of Contract Year. As of the last day of a Contract Year, if either party gives at least 30 days' prior written notice to the other of its intent to terminate.

Termination of this Agreement shall not terminate the rights or obligations of either party with respect to any period prior to the termination or the obligation of the Member to indemnify GetDoc under the provisions of this Agreement.

- **H. Indemnification.** The following shall apply throughout the term of this Agreement and after termination or expiration of this Agreement.
- 1. Reliance on Representations of Others. The Member acknowledges and agrees that, in order to fulfil its duties under this Agreement, GetDoc must rely on oral or written representations of the Member's officers and employees, healthcare professionals on the GetDocPlus Clinic Panel, and other service providers and has no duty to independently verify or audit such information. The Member agrees to hold harmless GetDoc and its directors, officers and employees from and against any loss or damage, due to its good faith reliance on these oral or written representations.
- 2. **Indemnity.** The Member agrees to indemnify and hold harmless GetDoc and its directors, officers, employees and agents from and against all claims, liabilities, lawsuits, settlements, judgments, damages, costs, penalties, and expenses, including attorneys' fees and costs, which are or may be incurred by GetDoc arising out of or in connection with the performance of its duties under this Agreement except to the extent the liability was caused by the gross negligence, fraud or intentional misconduct of GetDoc, its directors, officers, employees or agents, in the performance of such duties. GetDoc may retain, at its own expense, an attorney of its choice to represent it in any action described above without impairing in any way the indemnification contained in this section.
- **I. Notices.** All notices, requests, and other communications shall be in writing and mailed, postage prepaid, to the other party. All notices pursuant to this Agreement shall be effective and deemed received upon the earlier of actual receipt by an officer of the party to whom the notice is addressed or three days after the notice is either deposited in first class mail or mailed by certified or registered mail, postage prepaid.
- **J. Assignment.** Except as provided in the next section, neither party shall assign its rights or obligations hereunder without the prior written consent of the other, provided

however, that GetDoc may assign the Agreement to a related entity or to any successor in a corporate reorganization or restructuring, including the purchaser of substantially all of GetDoc assets, without consent.

K. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Republic of Singapore and the laws of Malaysia.

L. Force Majeure. If GetDoc is unable to perform its obligations under this Agreement by reason of war, fire, insurrection, strike, riot, earthquake, hurricane, natural disaster or act of God (an "Interruption"), this Agreement or such portions hereof as GetDoc is unable to perform shall be suspended until such time as the Interruption has been resolved. If the suspension continues for more than 60 days, the Member may terminate this Agreement upon 30 days' prior written notice.

M. Changes to These Terms of Use

As reasonably appropriate, GetDoc may change these Terms of Use and that in other documents that are part of the Agreement at any time, Upon any such change, the revised terms will be posted on the Site. Your continued use of the site and GetDocPlus services will deem as your continued agreement to Terms of Use including the revisions. It is recommended that you periodically review the Terms of Use Agreement and associated documents.