



## **Website Terms of Use**

*Last Updated on 8 August 2018*

### *General*

1. This Website Terms of Use (“Terms of Use”) governs your use of the website of MediConCen Limited (“MediConCen”) (“our website”). Your use of our mobile applications is governed additionally by the respective terms of use and terms and conditions available on our mobile applications. You should carefully read the latest Terms of Use. By using the website of MediConCen Limited (“**MediConCen**”), you are agreeing to these Terms of Use. **If you do not agree, please exit and do not use our website.**
  
2. In these Terms of Use, unless the context otherwise requires: -
  - a. the terms “we”, “us”, “our” and “ours” when used in these Terms of Use mean MediConCen. The terms “you”, “your” and “yours” when used in these Terms of Use mean any user of our website.
  
  - b. the headings used in these Terms of Use are for convenience only and shall **not** in any way affect the construction or interpretation hereof;
  
  - c. words and expressions importing the singular include the plural and vice versa;
  
  - d. words and expressions importing one gender include both genders and the neuter; and
  
  - e. references to paragraphs, are references to paragraphs in these Terms of Use.



3. The Terms of Use cover the terms and conditions described on this Terms of Use notice and in our [Personal Data Protection Policy and Practices](#). The Terms of Use are governed and construed by the laws of the Hong Kong Special Administrative Region.

#### *Changes to our website and of the Terms of Use*

4. We may make changes to our website from time to time and reserve the right to amend these Terms of Use by posting the amended Terms of Use on our website. By continuing to access or use our website, you confirm that you agree to the modified Terms of Use.

#### *Use of our websites*

5. All content on our website is for information purposes only and no aspect of our website shall constitute an offer to buy or sell products or services of MediConCen or any companies.
6. Our website shall not be used, or relied upon by you, as a substitute for your independent research or professional advice that is provided to you in direct consultation with a MediConCen representative.
7. Our website does not, and it is not intended to, provide any financial, insurance, medical, legal, or professional advice, and shall not be relied upon by you in that regard.
8. You agree NOT to
  - a. trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you have **not** been authorised by us;
  - b. attempt to gain unauthorised access to our website, computer systems or networks connected to our Website, through password mining or any other means;

- c. disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the hosting service are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;
  - d. “stalk” or otherwise harass another;
  - e. collect, store, print out, reproduce, distribute or otherwise make available or use any personally identifiable information or data about other users; or
  - f. access or use (or allow access or use of) our website in any other unauthorised manner, which includes but is not limited to:
    - i. any false, fraudulent or unauthorised booking;
    - ii. obtaining or any attempt to obtain unauthorised access to any of our networks or accounts or to information about other users;
    - iii. use of our website or mobile applications in a manner which causes or may cause an infringement of the rights of any other;
    - iv. any posting, transmission or dissemination of harmful, obscene, defamatory or otherwise illegal information;
    - v. any interference with or disruption to our website or mobile applications, as well as any reproduction, extraction, modification or distribution of content or material from our website.
9. You must not establish and/or operate links to our website or mobile applications without our prior written consent.
10. Without prejudice to our other rights at law or otherwise, we reserve the right to deny you access to our website and mobile applications if we believe that you are in breach of these Terms of Use.

*Data protection and cookies*

11. You agree to keep your Registered account details safe and will not share them with others. If you become aware of or have reason to believe that there is any unauthorised use of your account or any other breach of security, you must change your password and notify us immediately.

*Personal Data Protection Policy and Practices*

12. For information about our privacy policies and practices, please refer to our [Personal Data Protection Policy and Practices](#).

*Intellectual property rights*

13. All information, data, text, music, sound, photographs, graphics software, video, messages or other materials displayed on or available through our website belong to us or have been lawfully licensed to us for use on our website. All rights under applicable laws are hereby reserved. While you may download or print material from our website for your personal, non-commercial use, it remains the property of us, unless otherwise stipulated.
14. Unless otherwise specified by us on our website or pursuant to separate licence granted by us, you are **not** allowed to upload, download, post, publish, reproduce, transmit, copy or distribute in any way any component of our website itself or create derivative works with respect thereto without our prior written consent.
15. You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, know-how, proposals, suggestions, comments and other communications and information provided by you to us (“Feedback”) in connection with our website without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

*Third party websites, content, products and services*

16. The information on our website may contain information provided by third parties or sourced by us from business information sources and other references or sources ("Third Party Information"). Third Party Information is the sole responsibility of the users and third parties, and its accuracy and completeness are NOT endorsed or guaranteed by us.
17. We are NOT responsible if any such information is inaccurate or not up-to-date. We do NOT separately verify the information provided by such third party or agency and you are cautioned thus to the reliability and accuracy of the information accordingly. Third Party Information is the property of the creator and we claim **no** right, title or interest to any such content and disclaim all warranties and liabilities related thereto. Any use and reliance of such information is at your own risk.

*Your access*

18. Access to any services presented on our website may be subject to restrictions for certain persons or in certain countries. None of the services will be made available in our website to a person if the law of his/her country of origin or of any country which would concern him prohibits it. However, it is up to all persons concerned to check before hand with their legal advisors that their legal and fiscal status permits them to services presented herein.
19. Whilst we shall use commercially reasonable efforts to provide users with access to our website twenty-four (24) hours per day, we **CANNOT** guarantee your access and you acknowledge that we make **no** representation or warranty that our website will be available. You are responsible for your own hardware, software and facilities and we **CANNOT** guarantee compatibility of our website with your systems.
20. We shall be entitled, at our sole discretion, to



- a. temporarily suspend our website to upgrade or modify our website, and/or
  - b. restrict your access to and use of our website where we consider it reasonably necessary for the operation of our website.
21. We reserve the right at all times to prohibit or deny your access to our website or any part thereof immediately and without notice, where we are of the opinion that you have breached any of the terms contained in these Terms of Use or that such prohibition or denial is appropriate, desirable or necessary in our sole opinion.
22. We shall NOT be responsible for any loss or damage you may incur as a result of any such suspension, restriction or prohibition.

*Linked websites*

23. We are NOT responsible for the contents available on or the set-up of any other websites linked to our website (“external websites”). Your access to and use of an external website is at your own risk and subject to any terms and conditions applicable to such access and use.
24. By providing hyperlinks to an external website, we shall NOT be deemed to
- a. endorse, recommend, approve, guarantee or introduce any third party or the services or products it provides on the external website, or
  - b. have any form of cooperation with such third party and the external website.
25. We are NOT a party to any contractual arrangement entered into between you and the provider of any external website unless we expressly specified or agreed in writing.

*Embedded content*

26. Embedded content (including embedded images, audio and video content and text) on our website that is identified with social media, including but not limited to Facebook, Twitter, YouTube, Sina Weibo and Instagram, are embedded from third party hosted sites.
27. Embedded content is subject to the licence terms of the location at which such content is hosted or the licence terms imposed by the owner of such content. Embedded content may be used or linked to only in accordance with the terms of the relevant licence. You are liable for any consequences of failure to comply with those licence terms.

*Disclaimer and limitation of liability*

28. By accessing and/or using our website, you acknowledge and accept that the use of our website is at your own risk. 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 inability to use or access our website.
29. Our website and the information and materials contained in it are provided "**AS IS**" without warranty of any kind whether express or implied, or representation of any kind. In particular, we do **not** make any express or implied warranty as to the accuracy, fitness for a particular purpose, non-infringement, reliability, security, timeliness or freedom from virus in relation to such contents.
30. We will **NOT** be liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such information, and WE EXPRESSLY DISCLAIM AND EXCLUDE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY OF WHATEVER NATURE FOR ANY LOSS, DESTRUCTION, DAMAGE, COSTS OR EXPENSES (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) ARISING FROM OR IN RESPECT OF OUR WEBSITE, ANY CONTENT OR SERVICE OR ANY COMPILATION, USE, MISUSE

OF OR RELIANCE ON THE INFORMATION DELIVERED ON OUR WEBSITE OR INABILITY TO USE OUR WEBSITE.

31. **No** warranty is given that our website or the information on it will be available uninterrupted or free from delay, errors, virus or bugs. Further, we exclude any liability of whatever nature for error, failure, interruption or delay in the performance of our website at any time. We may in our sole discretion terminate, suspend or withdraw the provision of our website (or any part thereof) at any time without prior notice.
  
32. WE ARE **NOT** LIABLE TO YOU OR TO ANYONE ELSE (IN NEGLIGENCE, TORT, CONTRACT, OR OTHERWISE) FOR ANY LOSS OR DAMAGE (INCLUDING DIRECT OR INDIRECT LOSS, OR SPECIAL OR CONSEQUENTIAL LOSS) HOWSOEVER CAUSED ARISING OUT OF OR IN CONNECTION WITH:
  - a. THE BREACH IN THE SECURITY OF YOUR REGISTERED ACCOUNT, OR THE ACCESS TO OR USE OF ANY INFORMATION HELD IN YOUR REGISTERED ACCOUNT BY UNAUTHORISED THIRD PARTIES; AND/OR
  
  - b. THE BREACH IN THE SECURITY OF YOUR COMPUTER, MOBILE OR OTHER DEVICE, OR THE ACCESS TO OR USE OF ANY INFORMATION HELD ON OR THROUGH YOUR COMPUTER, MOBILE OR OTHER DEVICE BY UNAUTHORISED THIRD PARTIES.
  
33. Without limiting the foregoing, MediConCen shall not be responsible for any detrimental reliance that you may place upon our website or its contents whatsoever.
  
34. The above exclusions and limitations of liability apply to MediConCen, any of our officer, director, or employee thereof, and any other person associated with the creation of our website or its contents.
  
35. The above exclusions and limitations apply to the fullest extent as permitted under the laws of Hong Kong Special Administrative Region.



### *Indemnity*

36. You agree to indemnify and hold us and our subsidiaries, affiliates, licensors, content providers, service providers, officers, directors, agents and employees harmless from and against any action, liability, demands, loss, damages, costs and expenses, (including all reasonable legal fees), incurred by or suffered by us in connection with or arising from your breach of these Terms of Use and/or your use of our website.
37. We may, if necessary, participate in the defence of any claim or action and any negotiation for settlement. You agree **not** to make any settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right to assume exclusive defence and control of any such claim or action.

### *Governing law and jurisdiction*

38. Our website is primarily intended for those who access it from within Hong Kong. We therefore cannot guarantee that our website or the information thereon complies with law or regulations of other countries, or is appropriate for us, in other places.
39. You consent to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in connection with any legal action that may arise in relation to your use of our website, mobile applications and/or these Terms of Use, and we reserve the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

### *Partial invalidity*

40. If any provision of these Terms of Use is held by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, such provision shall be deemed severable from these Terms of Use and shall **not** affect the validity and enforceability of any remaining provisions.



*Miscellaneous*

41. Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall **not** be deemed a waiver of such provision or such right. All waivers by us must be in writing. **No** written waiver by us shall be construed as a waiver of any continuing or succeeding breach of any provision of these Terms of Use or of any right provided for herein, unless the written waiver contains express statement to the contrary.
  
42. These Terms of Use have been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.