

Heals Healthcare (Asia) Limited – Service Terms and Conditions

In these terms and conditions ("Terms and Conditions"), "Heals" or "we" or "us" means Heals Healthcare (Asia) Limited and its affiliates, and the "Customer" or "you" means any person, firm, company or body which places a booking through Heals online service platform ("Heals Services"). By using Heals Services, or any part of it, you agree that you have read these Terms and Conditions and that you accept and agree to be bound by them.

You expressly acknowledge and accept that the use of the Heals Services is intended for diagnosis of non-emergency conditions, which may be subject to (including but not limited to) the below limitations and risks:

- diagnosis and advice are based on medical conditions as displayed to the Healthcare Professional with medical history and relevant information provided by you to the Healthcare Professional during the Teleconsultation;
- security protocols and measures failure or security breaches by external parties which may lead of a breach of the applicable data privacy laws;
- lack of access to your complete medical records that may limit the Healthcare Professional in making diagnosis of your condition, which in turn may lead to judgment errors by the Healthcare Professional;
- emergency and immediate medical procedures and treatment which cannot be carried out in case of urgent need of medical treatment;
- diagnosis, advice or treatment is based on the video image and audio conversation between the you and the Healthcare Professional during the Teleconsultation that may be adversely affected by poor quality of internet connection via Wi-Fi or mobile connection during the Teleconsultation, which in turn may lead to judgment errors by the Healthcare Professional; and
- delay in medical evaluation and treatment due to deficiencies or failures of the computer and mobile devices.

The Services may not be appropriate for diagnosis of conditions which would require immediate medical attention or emergency care at a hospital or clinic, such as (including but not limited to):

- Chest pain
- Severe bleeding
- Loss of consciousness or fainting
- Confusion or hallucination
- Head or spinal injuries
- Moderate and Severe burns
- Seizures and convulsions
- Speech difficulty

- Change in mental status (such as sleeplessness)
- Suspected fractures or serious limb impairment
- Sudden and severe pain in any part of the body
- Respiratory symptoms which have lasted over 1 week
- Severe breathing difficulty and/or shortness of breath
- Severe nausea, vomiting, abdominal pain and/or diarrhea
- Thoughts of suicide or homicide
- Choking
- Severe fever
- Other serious medical or similar symptoms

(together referred to as “Emergency Events”).

Prior to booking an appointment for the Teleconsultation, you are urged to consider whether your condition is one of the Emergency Events or similar to the Emergency Events and consider if it is better for you to seek direct medical attention at a clinic or a hospital immediately. In case you still wish to book a Teleconsultation, please inform the Healthcare Professional at the beginning of the Teleconsultation whether you are experiencing such condition(s) in order for the Healthcare Professional to determine whether you are suitable for the Teleconsultation.

You undertake that you will provide accurate information (including but not limited to your personal information, relevant medical history and health records as requested by the Healthcare Professional) in respect of the use of the Heals Services to enable the Healthcare Professional to make diagnosis.

You acknowledge and agree that (i) in using the Teleconsultation, you will enter into a professional-patient relationship and may engage in transactions directly with the relevant Health Professionals; and (ii) you are using the Heals Services solely at your own risk.

For the avoidance of doubt, to the fullest extent permitted by law, in no event shall we, the Healthcare Professionals nor our service providers be liable under or in connection with the occurrence of any of the Limitation Factors and/or the Emergency Events for indirect, special or consequential losses or damages of any kind, including without limitation, the deterioration of any existing medical condition, regardless of the form of action by which such losses or damages may be claimed.

Eligibility

You must physically be in Hong Kong at the time of the Teleconsultation.

The Heals Services may not be suitable for certain users (for example, if you are pregnant) and may have age restrictions. You may not make a booking request for a teleconsultation if you are under 6 years of age.

If you are under 18 years of age, your use of the Heals Services (including the Teleconsultation) is required to be accompanied by your parent or guardian.