

OMESTI HEALTHCARE VACCIN8 PROGRAMME

Terms & Conditions:

DEFINITIONS

For the purposes of these Terms & Conditions:

- **“Appointed Healthcare Organiser”** refers to Mudah Healthcare Sdn Bhd (Company No.: 202001034961 [1391282-U]), having its business address at Unit 27-12, Level 27, Q Sentral, Jalan Stesen Sentral 2, 50470 Kuala Lumpur.
- **“Client”** means the company, or other legal entity who is participating in the Programme, details of which can be found in the signing page below.
- **“Company”** means Bemed Tempua Sdn Bhd [Company No.: 201201034327 (1018815-P)], having its business address at Ho Hup Tower – Aurora Place, 2-09-01 Level 9, Plaza Bukit Jalil, 1, Persiaran Jalil 1, Bandar Bukit Jalil, 57000 Kuala Lumpur, Malaysia, and shall where applicable, include its subsidiaries, related and/or associated companies.
- **“Participant” or “Participants”** refers to individuals whose names are provided by the Client to the Company indicating their interest in receiving the Vaccine via the Programme.
- **“Personal Data”** means any information in respect of commercial transactions, which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should be wholly or partly be processed by means of such equipment; or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of an organisation, including any Sensitive Personal Data and expression of opinion about the individual.
- **“PDPA”** means the Personal Data Protection Act 2010, the applicable regulations, subsidiary legislation, guidelines, orders related thereto and any statutory amendments or re-enactments made of the PDPA from time to time.
- **“Process” or “Processes” or “Processing”** means collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on the Personal Data, including (a) the organization, adaptation or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making it available; or (d) the alignment, combination, correction, erasure or destruction of Personal Data.
- **“Programme”** refers to the OMESTI Healthcare Vaccin8 Programme.
- **“Sensitive Personal Data”** means any Personal Data consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence or such other Personal Data as may be determined under the PDPA from time to time.

- **“Terms & Conditions”** mean these Terms & Conditions that form the entire agreement between the Client and the Company with regards to the Client’s participation in the Programme.
- **“Vaccine”** means the applicable Covid-19 vaccine.

ACKNOWLEDGMENT

- The Terms and Conditions herein sets out the agreement and understanding between the Company and the Client and the rights and obligations of the parties relating to the Client’s participation in the Programme.
- The Client’s participation in the Programme is conditioned on its acceptance of and compliance with these Terms & Conditions.
- By signing the acceptance at the bottom of these Terms & Conditions, a binding contract is created between the Company and the Client.

1. PROGRAMME OPERATION

- 1.1 The Programme is operated by the Company in conjunction with its Appointed Healthcare Organiser, as authorised by the *Jawatankuasa Khas Jaminan Akses Bekalan Vaksin Covid-19 (JKJAV)*, Ministry of Health of Malaysia and relevant government agencies and/or bodies.
- 1.2 This Programme is ONLY for individuals participating through the Client. No individual registration shall be entertained.
- 1.3 Full vaccination of 2 doses is chargeable at RM375 per person (exclusive of any taxes or other governmental charges, if any, which shall be borne by the Client).
- 1.4 The Client shall provide a list of Participants to the Company which shall then be forwarded to the Appointed Healthcare Organiser. The Appointed Healthcare Organiser will then liaise with the relevant governmental body/agency to verify the details of the Participants and to check on their registration and eligibility status. Upon feedback from the Appointed Healthcare Organiser, the Company shall provide the Client with the confirmed list of eligible Participants (**“Confirmed List”**) together with the Company’s invoice.
- 1.5 The Client shall make payment of the Company’s invoice (**“Payment”**) in the following manner:
 - a) Fifty percent (50%) of the total invoice sum shall be paid before the Participants are given their respective 1st dose vaccination appointment date (**“First Appointment Date”**); and
 - b) The remaining fifty percent (50%) thereof shall be paid within seven (7) days after the First Appointment Date, failing which the Participants will not be given a 2nd dose vaccination appointment date. For clarity, where the Participants in a Confirmed List have different First Appointment Date(s), the 7 days shall be calculated from the earliest First Appointment Date given.
- 1.6 Upon the Client’s settlement of the relevant Payment, the Appointed Healthcare Organiser shall liaise with the Client to make the necessary arrangements for the vaccination appointment and the Participants shall thereafter be notified of the details of their vaccination appointment by the Client.
- 1.7 All Participants are encouraged to use such vaccination system as may be informed by the Company to the Client (**“System”**), whereby a digital certificate will be issued to the Participants via the System upon completion of the vaccination. The Participants will also be provided with a vaccination card with the details of the completed vaccination(s).

1.8 Once an appointment date is given, the Participant is not allowed to cancel the same save for some exceptional circumstances as provided under Clause 3.2 below.

1.9 No individual walk-ins are allowed for the Programme.

2. DATA & PRIVACY PROTECTION

2.1 The Client hereby warrants and represents it has obtained the explicit consent of the Participants to Process their Personal Data (including Sensitive Personal Data) for the purpose of participating in the Programme and any other healthcare services as the Client and the Company may agree upon, and to disclose such Personal Data to the Company and Third Parties (defined below). The Client agrees to provide the Company with written evidence of such consent upon request by the Company, failing which it shall be deemed that the Client has not obtained the necessary consent.

2.2 The Client hereby expressly and explicitly acknowledges and consents to the Processing of such Personal Data of the Participants by the Company for the purpose of receiving the Vaccine via the Programme (including but not limited to evaluating the eligibility of a Participant to receive the Vaccine), applying and obtaining insurance policies for the eligible Participants, and any other healthcare services as the Client and the Company may agree upon, and the Client fully understands that such Processing of Personal Data may include disclosure by the Company to (i) future/existing holding or parent company, subsidiaries, related and/or associated companies; (ii) the Appointed Healthcare Organiser; (iii) insurance companies; (iv) third party service providers and/or business partners; and/or (v) governmental, enforcement and/or regulatory bodies/agencies ("**Third Parties**").

2.3 The Client understands that it is mandatory to provide consent to the Company for the Processing of Personal Data in order for the Participants to receive the Vaccine under the Programme. The Client's failure to provide such consent and/or obtain the necessary consent from the Participants would render the Participants unable to receive the Vaccine under the Programme.

2.4 The Client warrants and represents that all Personal Data disclosed to the Company is accurate, complete, not misleading and kept up-to-date as and when it is disclosed to the Company. The Client shall promptly update the Company in writing in the event of any change and/or modification to such Personal Data to enable the Company to update the corresponding Personal Data on its end.

2.5 The Client further warrants and represents that it is in compliance with all obligations provided under the PDPA at all material times.

2.6 The Client shall indemnify and keep the Company indemnified in full against any loss, damage, liabilities, costs and expenses suffered or incurred by the Company (including legal fees and costs reasonably incurred) arising out of or in connection with the Client's breach of warranties or representations hereunder and/or violation of the PDPA.

3. CANCELLATION

3.1 Upon receipt by the Company of the list of Participants, no cancellation is allowed except for circumstances as set out in Clause 3.2 below.

3.2 Cancellations and/or refund of monies will ONLY be considered in the event a Participant:

- a) receives an appointment under the National Immunisation Vaccination Programme which falls prior to the appointment date given under the Programme;
- b) is discovered to be pregnant before the appointment date given under the Programme and has been advised by her healthcare provider that she should not take the Vaccine; OR

- c) is found to be ineligible to receive the Vaccine due to health reasons before the appointment date given under the Programme.

The Company reserves the right to request for relevant supporting documents for verification purposes in the event a cancellation and request for refund is made by the Client due to the aforesaid reasons.

- 3.3 If a request for refund is made by the Client due to the reasons set out under Clause 3.2, and upon being satisfied with the supporting documentation provided by the Client, the Company shall refund fifty percent (50%) of the price paid for each affected Participant.
- 3.4 Subject to Clause 3.2, there shall be no refund in the event of no-show on the vaccination appointment date.

4. MEDICAL ISSUES

- 4.1 The Client is required to inform the Company and its Appointed Healthcare Organiser immediately if a Participant has tested positive for Covid-19. The Company and its Appointed Healthcare Organiser shall have the discretion to request for relevant supporting documents in this regard. A vaccination appointment date given to a participant who has subsequently tested positive for Covid-19 may need to be deferred.
- 4.2 The Participants shall be responsible to report any adverse event following immunisation (AEFI) to the Appointed Healthcare Organiser at the appointment venue and through the System and/or relevant help desk as may be informed by the Company.

5. TERMINATION

- 5.1 The Company reserves the right to terminate or suspend the Client's participation in the Programme with immediate effect for any reason whatsoever, including without limitation where the Client has breached the Terms & Conditions herein. For the avoidance of doubt, non-payment of the Company's invoice(s) shall be deemed a breach of this Terms and Conditions.
- 5.2 In the event of termination:
 - a) other than for the Client's breach, the Company shall, at the Company's discretion, either continue with the vaccination of the Participants (where the company's invoice has been settled in full) or cancel the vaccination and refund to the Client the monies paid for those Participants;
 - b) for the Client's breach, the Company is under no obligation to proceed with the vaccination of the Participants nor shall the Company refund any sums already paid by the Client. The Client shall also settle all outstanding invoices immediately.
- 5.3 Following the termination, neither party shall thereafter have any further rights or obligations to the other party under this Terms & Conditions, save for those:
 - a) which are expressed to survive the termination; and
 - b) which have accrued in respect of the breach of any of the provisions of this Terms & Conditions prior to such termination.

6. LIMITATION OF LIABILITY

- 6.1 The Company shall not be responsible for any risks/side effects associated with the Vaccine and/or the administration of the Vaccine that may arise as a result of the Participants receiving the Vaccine under the Programme.

- 6.2 The Company shall not be liable in any manner whatsoever for any claims, losses, damages or proceedings for death, injury to persons or any other claims whatsoever arising out of or in any way related to the Client's / Participants' participation in the Programme.
- 6.3 To the maximum extent permitted by applicable law, in no event shall the Company be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for personal injury or loss of privacy arising out of or in any way related to the Client's participation in the Programme, or otherwise in connection with any provision of this Terms & Conditions).
- 6.4 The Client shall indemnify and keep the Company harmless from and against any and all actions, proceedings, claims, liabilities, losses, costs and expenses (including, without limitation, all costs and expenses incurred in disputing or defending any of the foregoing on a full indemnity basis), which may be made or brought against the Company and/or which the Company may suffer or incur as a result of the Client's failure to make the necessary Payment on behalf of the Participants to enable the Participants to receive the Vaccine.
- 6.5 The Client shall ensure that the Participant is aware that it is the Participant's responsibility to seek any medical advice or clarification from its healthcare provider in respect of any concerns that a Participant might have prior to receiving the Vaccine.

7. DISCLAIMER

- 7.1 The provision of the Vaccine under the Programme shall always be subject to the following:-
- a) availability of Vaccine supply;
 - b) the Company's supplier continuing to have the valid license(s) to supply the Vaccine and such license(s) not being revoked by the relevant authorities; and
 - c) there continues to be a valid and existing supply and distribution agreement between the Company and the Vaccine supplier.

The Company shall not be liable for any damages, claims or costs in the event the Company has to terminate these Terms & Conditions due to any of the reasons above.

- 7.2 The Company is the operator of the Programme. To the maximum extent permitted under applicable law, the Company expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the provision of the Vaccine under the Programme.

8. GOVERNING LAW

- 8.1 These Terms & Conditions shall be governed by and construed in accordance with the laws of Malaysia. The Parties hereby submit to the exclusive jurisdiction of the Courts of Malaysia.

9. FORCE MAJEURE

- 9.1 The Company shall not be liable for any breach or failure to perform any of its obligations under this Terms & Conditions where such breach or failure is caused directly or indirectly by war, civil commotion, hostilities, strikes, lockouts, pandemics, acts of God, governmental regulations or directions or the action or omission or purported action or omission of any governmental authority, or any other cause or causes beyond the control of the Company.

10. MISCELLANEOUS

10.1 Relationship of Parties

Nothing herein makes the Client the agent or legal representative of the Company for any purpose whatsoever, nor grants the Client any authority to assume or create any obligation on behalf of or in the name of the Company.

10.2 Assignment

The Client shall not assign nor delegate its duties and obligations herein without the prior written consent of the Company. All Terms & Conditions herein shall inure to the benefit of and shall be binding upon the Client and its respective heirs, successors and permitted assigns.

10.3 Severability

If any provision of these Terms & Conditions is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

10.4 Waiver

Except as provided herein, the failure to exercise a right or to require performance of any obligation under this Terms & Conditions shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

10.5 Electronic Signature

This Terms & Conditions may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

11. AMENDMENTS

The Company reserves the right at its sole discretion, to change, modify, supplement or replace these Terms & Conditions at any time. The Company will make reasonable efforts to provide at least 14 days' notice for any revision which the Company at its own discretion, deems is material.

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Kindly indicate your acceptance of these Terms and Conditions by signing the acceptance portion below and sending it via email to vaccin8@omesti.com.

Acceptance of the Terms & Conditions of the Omesti Healthcare Vaccination Programme

We, _____ (Company No: _____),

with an address for business at:

("Client") hereby confirm that we have read and agree to the Terms & Conditions of the Omesti Healthcare Vaccination Programme.

Signed for and behalf of the Client by,

In the presence of:

.....
Name:

NRIC No/Passport No.:

Designation:

Date:

.....
Witness' Name:

NRIC No.: