

Disclaimer & Terms of Use

Application

This notice applies to:

- a. The use of UMP Health E-Shop (ES)
- b. All information stored on or receivable through this or any other UMP Health E-Shop (ES) server ("Information"); and
- c. Any goods or services offered, accessed or obtained through UMP Health E-Shop (ES) by you ("the User"/ "you").

This notice limits the liability of UMP Professional Management Limited and its associated companies, subsidiaries, employees, agents, contractors and any third party Information provider (collectively "UPML") in relation to any such use, Information, goods and services.

The Users using UMP Health E-Shop (ES) should read the full Disclaimer, Terms of Use and Privacy Notice attached. By registering and using UMP Health E-Shop (ES), you irrevocably agree to all the obligations stipulated in abovementioned attachments and agree to abide by them; if you do not agree with any of these terms, do not access or otherwise use UMP Health E-Shop (ES) or any information contained in UMP Health E-Shop (ES). Accessing UMP Health E-Shop (ES) through any medium, including but not limited to accessing through mobile phones, smart phones and tablets, are also subjected to all the above mentioned attachments.

You represent and warrant that you possess the legal right and ability to agree to these Terms of Use and to use UMP Health E-Shop (ES) in accordance with these Terms of Use. If you are agreeing to these Terms of Use on behalf of another person or any legal entity, you warrant that you are duly authorized to do so.

Terms Of Use

These Terms of Use form a legally binding agreement between you and UMP Health E-Shop (ES).

1. Medical Service(s) and Product(s)

Any and all the medical service(s) and product(s) for sale on UMP Health E-Shop (ES) are subject to these Terms and Conditions and the special terms and conditions (where applicable). By submitting your order for processing at UMP Health E-Shop (ES), you confirm that you agree to the Terms and Conditions prevalent at the time when you submit your order for processing, and the special terms and conditions (where applicable).

We shall endeavour to fulfil orders placed by you through UMP Health E-Shop (ES), but shall not be liable to any person if we shall decline or become unable to fulfil an order for whatever reason, including but not limited to supply shortage or supply modification. Notwithstanding the foregoing, we reserve the right to reject any order we may, in our sole discretion, consider unreliable for credit reason or otherwise.

The price of medical service(s) and the product(s) shall mean their price on the day of order. The price(s) and other details of the medical service(s) and the product(s) displayed on UMP Health E-Shop(ES) are for reference only. We shall make every effort to ensure that the price(s) and other details of the medical service(s) and the product(s) are up-to-date. However, we also reserve the right to vary, alter or modify the price(s) and other details of the medical service(s) and the product(s) any time without prior notice.

All the medical service(s) and product(s) are subject to availability. No substitution and no prior notice will be made if the service or stock is not available.

We are not manufacturer of the product(s). As such, we shall not responsible or liable for any infringement, misappropriation or violation of another's rights, including but not limited to intellectual property rights, in relation to the product(s).

2.Select of Provider and Arrangement for Services

While choosing health care services on UMP Health E-Shop (ES), you understand and accept the following:

- You are ultimately responsible for selecting health care services and UPML, UMP Health E-Shop (ES) and its affiliates shall not be held responsible or liable for the selection of the same. The results of any search you perform on UMP Health E-Shop (ES) for medical practitioners should not be construed as endorsement by UMP Health E-Shop (ES) of such services.

UPML, UMP Health E-Shop (ES) and its affiliates shall not be liable for any reason whatsoever for the services provided by any health care service provider, and we bear no liability for the consequences to you of your use of UMP Health E-Shop (ES).

3.Account Enrolment, Eligibility and Security

In order to access UMP Health E-Shop (ES), you represent and warrant that you are of legal age to sign a binding contract and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Use, register for UMP Health E-Shop (ES) under your own name and to use UMP Health E-Shop (ES) in accordance with this Terms of Use and abide by the obligations hereunder. You agree to fully, completely, accurately and truthfully create your UMP Health E-Shop (ES) Account, including, but not limited to, your name, HKID number, phone number, email and password, which become your UMP Health E-Shop (ES) ID and credentials. Your UMP Health E-Shop (ES) ID and/or credentials are personal to you and you are solely responsible for maintaining the confidentiality of your UMP Health E-Shop (ES) ID and credentials, and for all activities that occur under such UMP Health E-Shop (ES) ID and credentials. You agree to prohibit anyone else from using your UMP Health E-Shop (ES) ID and credentials and you agree to immediately notify UMP Health E-Shop (ES) of any actual or suspected unauthorized use of your UMP Health E-Shop (ES) ID or credentials or other security concerns of which you become aware.

To permit you to access UMP Health E-Shop (ES) services on behalf of a minor child of whom you are a parent or legal guardian, you may establish a dependents under your name. Any such subaccount is subject to these Terms of Use and the Notice or Privacy Policy.

In order to determine your compliance with these Terms of Use, we reserve the right, but not the obligation, to monitor your access to and the use of UMP Health E-Shop (ES) and the Services. UMP Health E-Shop (ES) may, in its sole discretion, refuse to provide UMP Health E-Shop (ES) services for noncompliance with these Terms of Use and/or any other actual or potential misuse of your account or UMP Health E-Shop (ES). UMP Health E-Shop (ES) recommends that you do not access your account or UMP Health E-Shop (ES) from a public computer. In no event and under no circumstances shall UMP Health E-Shop (ES) be liable to you for any liabilities and/or damages arising out of the use of the UMP Health E-Shop (ES) Site, UMP Health E-Shop (ES) Services, your account information, or the release of your account information to third parties. UMP Health E-Shop (ES) recommends that you do not store your account password through your web browser or other software.

You have the option of deleting your account. If you delete your account, UMP Health E-Shop (ES) will delete such personal information. Despite the aforesaid, please note that: (1) there might be some latency in deleting this information from our servers and back-up storage; and (2) we may retain this information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

4.Fraud Prevention and Security

We may contact you by any means provided by you to verify your UMP Health E-Shop (ES) Account information. We may request further information from you and you agree to provide such further information to ensure you have not fraudulently created your Account. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue or deny your access to and use of UMP Health E-Shop (ES), until the information is provided by you as requested.

5.Modification to Terms of Use

We reserves the right to modify the Terms of Use periodically, for any reason, and without notice and without liability to you or any third party. The most current version of these Terms of Use can be accessed at any time by selecting the Terms of Use section on UMP Health E-Shop (ES). You shall review these Terms of Use each time you use UMP Health E-Shop (ES). We also suggest you to review the Terms of Use often so you will be apprised of any changes made. Any such revision or change will be binding and effective immediately on posting of the revised Terms of Use. Unless we expressly note otherwise, these terms incorporate and supersede any other terms associated with the services provided. Your continued use of the UMP Health E-Shop (ES) constitutes an acknowledgment of such changes and agreement to be bound by the revised Terms of Use inclusive of such changes.

UPML and UMP Health E-Shop (ES) have the right to limit, suspend, discontinue or deny your access to and use of the services at any time, and without notice, to anyone who violates these

Terms of Use as UPML and UMP Health E-Shop (ES) consider appropriate or necessary in its sole discretion, including but not limited to (1) security reasons (2) alleged or suspected breach of these Terms of Use, or (3) the protection of intellectual property.

6. Information Provided by You

As part of the signing up process, you are required to provide us certain personal information. Additionally, it is your responsibility to update UMP Health E-Shop (ES) as promptly as possible with changes to your personal information so that all records are current, complete and accurate.

While UMP Health E-Shop (ES) takes due care with respect to the security of the information you upload to UMP Health E-Shop (ES), any information that you disclose on UMP Health E-Shop (ES) is done at your own risk. In any event that you do not feel comfortable in disclosing any information on UMP Health E-Shop (ES), please do not share such information on UMP Health E-Shop (ES). UMP Health E-Shop (ES) shall not be liable or responsible for any consequences as a result of any unintentional disclosure of the information you upload on UMP Health E-Shop (ES) due to technical or system failures.

By using UMP Health E-Shop (ES), you also agree:

- a. to be responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through UMP Health E-Shop (ES). You may not upload, post or otherwise make available on UMP Health E-Shop (ES) any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each submission you make, including its legality, reliability, accuracy and appropriateness to the best of your knowledge;
- b. not to use the Information or the User's access to UMP Health E-Shop (ES) for any illegal, improper, obscene or defamatory purpose;
- c. to take all steps to ensure the Information does not damage the User's information or systems;
- d. to UPML conducting research on access to the Information;
- e. to all UPML's disclaimers and limitations of liability set out in this notice;
- f. to UPML's personal data policies current from time to time applying; and
- g. to comply to the laws and regulations of corresponding country which the giving of false or misleading information to medical practitioner can be a serious offence.
 - o According to the Prevention and Control of Disease (Disclosure of Information) Regulation in Hong Kong, giving false or misleading information to medical practitioner is offence;
 1. A person commits an offence if the person, when attended by a medical practitioner acting in the course of professional practice, knowingly gives to the medical practitioner any false or misleading information of the person that is relevant to the risk of exposure to or contracting the disease.
 2. A person who commits an offence under subsection (1) is liable on conviction to a fine at level 3 and to imprisonment for 6 months.

3. In this section—
information (資料), in relation to a person, means any information about—
- a. the places where the person has been to;
 - b. the medical history of the person; or
 - c. any contact between the person and other persons.

You agree that any information (other than your personal information) uploaded through UMP Health E-Shop (ES) is not generally confidential and UMP Health E-Shop (ES) may use such information that you supply to improve our services and product offerings or UMP Health E-Shop (ES) and also to provide you with additional information UMP Health E-Shop (ES)'s products and services. We may use common internet technologies, such as "cookies" to manage the information we receive from you.

Unless we specifically obtain your consent to share the personal information you entered into or uploaded to UMP Health E-Shop (ES), UMP Health E-Shop (ES) does not share such information with any other Users or third parties. You will be specifically asked for your consent to disclose personal information and/or patient information before disclosure to any other User or third parties. In the event we provide a product or service to you, we may share certain information only with organizations who work with UMP Health E-Shop (ES) in order to provide those services to you.

7.Limitations on Use

You will not use UMP Health E-Shop (ES) in any unlawful way and/or for any unlawful purpose. You will not post or transmit a message under a false name, or use the network resources of UMP Health E-Shop (ES) to impersonate another person or misrepresent authorization to act on behalf of others or UMP Health E-Shop (ES). All messages transmitted via UMP Health E-Shop (ES) should correctly identify the sender. You may not alter the attribution of origin in electronic mail messages or posting. You will not allow another person or entity to use your account, username or password to access or use the Services, or post or view comments. You will not attempt to undermine the security or integrity of computing systems or networks of UMP Health E-Shop (ES), UPML, its Partners, or those accessed through or with their product, and must not attempt to gain unauthorized access. You may not harvest or collect personal health information about any other individual who uses UMP Health E-Shop (ES). You may not post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, libelous, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate UMP Health E-Shop (ES). You may not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security or proper function of UMP Health E-Shop (ES). You will not use robots or scripts with UMP Health E-Shop (ES). You will not attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, or information on or received by UPML.

You further agree that any information you provide or use on UMP Health E-Shop (ES), and your use of UMP Health E-Shop (ES) will not infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

UPML and UMP Health E-Shop (ES) maintain the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

All customer-specific information provided by you in connection with UMP Health E-Shop (ES) shall be governed by the UMP Health E-Shop (ES) Privacy Policy. As part of these Terms of Use, you acknowledge that you understand, have read and accept all Terms of Use contained within the UMP Health E-Shop (ES) Privacy Policy.

8.Operational Functionality

UPML reserves complete and sole discretion with respect to the operation of UMP Health E-Shop (ES). UPML may, among other things withdraw, suspend or discontinue any functionality or feature of UMP Health E-Shop (ES). UPML is not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications carriers. UPML is not responsible for maintaining information arising from use of UMP Health E-Shop (ES). Subject to applicable laws, UPML reserves the right to maintain, delete or destroy all communications and information posted or uploaded to UMP Health E-Shop (ES) in accordance with its internal record retention and/or destruction policies.

9.Intellectual Property

With the exception of your UMP Health E-Shop (ES) EMR, UPML retains all right, title and interest in and to UMP Health E-Shop (ES) and any Information, products, documentation, software or other materials on UMP Health E-Shop (ES), and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing. The information available through UMP Health E-Shop (ES) is the property of UPML.

You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with UMP Health E-Shop (ES). You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in UMP Health E-Shop (ES) (which includes its software and documentation), create derivative works based on or in any manner commercially exploit UMP Health E-Shop (ES), in whole or in part. You agree that violations by you, or any other person or entity, of these copyrights, trade secrets, patents, other intellectual property protections, or the terms of the Terms of Use will be prosecuted to the fullest extent of the laws in corresponding countries. Whether a violation of any policies or Terms of Use has occurred is at the sole discretion of UMP Health E-Shop (ES). Nothing contained on UMP Health E-Shop (ES) should be construed as granting, by implication, estoppels, waiver or otherwise, any licence or right to use any trademarks, service marks or logos displayed on UMP Health E-Shop (ES) without the written grant thereof by UPML, UMP Health E-Shop (ES) or the third party owner of such trademarks, service marks and logos. UMP Health E-Shop (ES) may contain other proprietary notices and copyright information, the terms of which you must and agree to follow.

10.International Use

The Services are designed for and intended for users in Hong Kong. UPML and UMP Health E-Shop (ES) make no representation that the information and services provided on UMP Health E-Shop (ES) are applicable to, appropriate for, or available outside of Hong Kong. Accessing UMP Health E-Shop (ES) where the content is illegal is prohibited.

11. Legal Notices and Disclaimers.

General disclaimers

You acknowledge that your use of UMP Health E-Shop (ES) is at your sole risk, and that you assume full responsibility for all risk associated therewith. All information, products or services contained on or provided through UMP Health E-Shop (ES) are provided "as is" and "as available" without any warranty of any kind, express or implied. To the fullest extent permissible under applicable laws UPML, UMP Health E-Shop (ES) and its shareholders, affiliates, directors, officers, managers, employees or other representatives hereby disclaim all representations and warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement and freedom from computer virus strains. Without limiting the foregoing, UPML, UMP Health E-Shop (ES) and its affiliates make no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the UMP Health E-Shop (ES) products and services provided hereunder. UMP Health E-Shop (ES) makes no representations or warranties about: the satisfaction of government regulations requiring disclosure of information on prescription drug products; or any treatment, action or application or preparation of medication based on information offered or provided through UMP Health E-Shop (ES).

UPML and UMP Health E-Shop (ES) do not endorse the promotions, products, or services of any third parties. UPML and UMP Health E-Shop (ES) do not warrant or validate the information of any third party advertisements, promotions, communications or other materials. UPML and UMP Health E-Shop (ES) do not assume any responsibility or liability for the accuracy of information contained in UMP Health E-Shop (ES) or any third party web sites.

UPML expressly disclaims any responsibility, representation or warranty:

- a. in relation to the quality, operation, use, accuracy, or timeliness of, or the fitness or use for any purpose of, UMP Health E-Shop (ES) or the Information;
- b. in relation to any goods or services accessed, offered or obtained through UMP Health E-Shop (ES) or pursuant to the Information;
- c. that any access to UMP Health E-Shop (ES) or the Information will be uninterrupted or error free or that the Information does not contain any viruses, or contaminating or destructive properties;
- d. that the Information will not be objectionable or offensive to the User or any other person;
- e. for any error, omission or misstatement in or arising from the Information.

UPML does not endorse or recommend any person, organisation, name, product or service referred to in the Information, nor does the Information constitute UPML's views or opinions.

UPML will not be a party to any transaction between the User and any third person in any way relating to the Information or made through UMP Health E-Shop (ES) unless and only to the extent expressly stated in writing otherwise.

Medical Disclaimers

You acknowledge and agree that UMP Health E-Shop (ES) does not provide medical advice, diagnosis, or treatment strictly provides a technology platform and infrastructure for providing a number of health care check-up services. Provider using UMP Health E-Shop (ES) might follow the standard referral protocol provided by UPML for referring patients concerned to appropriate medical centres, including but not limited to our UMP physical clinics/ specialist, or government hospital if the Provider deems necessary.

Content Disclaimers

All materials on this website are provided on an "as is" basis and for general reference only. The materials on this website are subject to change, update and modifications any time without notice. Whilst efforts will be made to ensure current, accurate and clearly expressed information, we provide no guarantee as to the accuracy, completeness, timeliness or usefulness of any information contained in this website, including information provided by third parties.

Information on this website is not medical advice, diagnosis or treatment for any particular individual case or patient. None of the information on this website should be treated as a substitute for professional medical advice, diagnosis or treatment.

To facilitate access by users to information provided by or via other parties, this website may provide or assist in providing links to external websites through its pages. The provision of these links gives rise to no statement, representation or warranty, express or implied, that UPML and UMP Health E-Shop (ES) agree or endorse the contents of these external sites. Any use of or access to these linked websites are solely at users' own risk.

To the fullest extent permitted by applicable law, UPML and UMP Health E-Shop (ES) disclaim all warranties or representations, express or implied, arising out of or in connection with the contents and the use of this website. UPML and UMP Health E-Shop (ES) shall not be liable for any loss, damage, costs or expenses (whether direct, indirect or consequential) arising from any content or service or any use, misuse or reliance of this website, the information appearing on this website or provided through links to third party websites.

By using this website, you agree to accept unconditionally the terms of this disclaimer and as they may be revised and/or amended from time to time without prior notice. Please check this web page regularly for any revisions and/or amendment which may be made.

12. Service Reliability and Warranties

UPML and UMP Health E-Shop (ES) make no warranty that the services provided will meet your requirements, or that the services provided will be uninterrupted, timely, 100% secure, or error free, or that defects, if any, will be corrected, including loss of data resulting from delays, and any service interruption caused by UMP Health E-Shop (ES). UPML and UMP Health E-Shop (ES) are not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers. UPML does not warrant that the information or materials contained in UMP Health E-Shop (ES) are current or accurate or that any of the products or services featured on UMP Health E-Shop (ES) are available. UPML may change the materials appearing on UMP Health E-Shop (ES) at any time without notice.

UPML and UMP Health E-Shop (ES) will take commercially reasonable precautions to protect against failure of our equipment and software. The User acknowledges and agrees that temporary interruptions in service may occur, and that UPML and UMP Health E-Shop (ES) shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of UMP Health E-Shop (ES). The User acknowledges and agrees that data may be lost or corrupted in connection with use of UMP Health E-Shop (ES). UPML and UMP Health E-Shop (ES) may perform regular back-ups of all data stored, but shall have no liability to User in the event all data is lost or destroyed. User acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of UMP Health E-Shop (ES).

13.Indemnification

You agree to release, indemnify, defend and hold UPML and UMP Health E-Shop (ES), our contractors, agents, employees, officers, directors and affiliates (Affiliates) harmless and from all liabilities, claims, rights, losses, causes of action, actions and suits (no matter whether in law or in equity), expenses, including attorney's fees, resulting from, relating to, or arising, directly or indirectly, out of or in connection with (i) your use or misuse of UMP Health E-Shop (ES) or the services or any information posted on UMP Health E-Shop (ES), (ii) your subscription, (iii) Your breach of the Terms of Use or the Privacy Policy, (iv) your relationship with any Provider, (v) the content or subject matter of or any information you provide to UPML, UMP Health E-Shop (ES), any of its Affiliates, any Provider or customer service agent, and/or (vi) any negligent or wrongful action or omission by you in the use or misuse of UMP Health E-Shop (ES) or any information posted on UMP Health E-Shop (ES), including, but not limited to, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct. If and when UMP Health E-Shop (ES) is threatened with such suit, UPML and UMP Health E-Shop (ES) may seek written assurances from you concerning your promise to indemnify it; your failure to provide those assurances may be considered by us to be a breach of your Terms of Use and may result in deactivation of your UMP Health E-Shop (ES) account.

14.Limitation of Liability

Except as prohibited by law, and without limitation:

UPML, its officers, directors, employees, and agents shall not be liable for the acts or omissions of any of the independent providers.

To the fullest extent permitted by law, in no event shall UPML, its officers, directors, employees, and agents, nor any of its affiliates, be liable for any direct damages in excess of (i) the monthly or annual subscription rate paid under your plan, or (ii) in the event no purchase price was paid or required. In addition, to the maximum extent permitted by law, in no event shall UPML nor any of its affiliates, employees, agents, officers, or directors be liable for any special, punitive, indirect, incidental or consequential damages, that result from, arise out of, or are in any way connected with the use of, or the inability to use, this site or any service offered through this site or any material or information contained in, accessed through, or products purchased on this web site, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise, even if an authorized representative of UMP Health E-Shop (ES) is advised of the likelihood or possibility of the same. To the extent certain jurisdictions restrict any of the above limitations of liability; such limitations shall not apply in such jurisdictions to the extent of such restrictions. You acknowledge and agree that UMP Health E-Shop (ES)'s aggregate liability to you for any damages, losses, fees, charges, expenses or liabilities, in circumstances where the foregoing limitation is finally determined to be unavailable shall be the minimum permitted by law.

UPML shall not be liable to the User or any other person whether in tort, contract, statute or otherwise (including without limitation for negligence, breach of contract, defamation, or intellectual property right infringement) for:

- a. any direct loss;
- b. any consequential or indirect loss (including without limitation loss of revenue or profits);
or
- c. the User's liability to any other person, which is suffered or incurred by the User or any other person arising under or in any way out of the Information or UMP Health E-Shop (ES)'s use.

You agree to waive, to the fullest extent permitted by law, all laws that limit the efficacy of such indemnifications or releases, and limitations of liability.

You shall be solely and fully responsible for any damage to UMP Health E-Shop (ES) and its services or any computer system, any loss of data, or any improper use or disclosure of information on the services caused by you or any person using your user name or password. UPML and UMP Health E-Shop (ES) do not assume any liability arising from the failure of any telecommunications infrastructure, or the internet or for misuse of any of the advice, ideas, information, instructions, or guidelines accessed through the services.

15.Third Party Protection

The Indemnification, Limitation of Liability, and Disclaimers provisions set forth above are for the benefit of UPML, UMP Health E-Shop (ES), and its Affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

16.Third Party Merchants

We may have payment service providers hosted in UMP Health E-Shop (ES) which are operated by third party merchants. If you want to use, order or receive any services and/or products from any of them, please note that any personally identifiable information you provide, once transferred

to the relevant merchant, is beyond our control and thus outside the scope of protection afforded by us.

17.Third Parties Websites

UMP Health E-Shop (ES) may contain materials produced by third parties or links to other websites. UPML accept no responsibility or liability in respect of any such third party materials or for the operation or content of other websites (whether or not linked to UMP Health E-Shop (ES)) which are not under UPML's direct control. UPML reserves the right to require the removal of any link from another website to UMP Health E-Shop (ES) which is installed without obtaining the prior written consent of UPML.

18.Termination and Survival

UMP Health E-Shop (ES) may terminate the services at any time, without penalty and without notice, if you fail to comply with any of the terms of these Terms of Use, or the intellectual property protections applicable to these services provided (Defined Above). UPML and UMP Health E-Shop (ES) may also seek legal prosecution of any violations of law or these Terms of Use and you agree to jurisdiction by the Courts. Upon notice of termination of services by UPML and UMP Health E-Shop (ES) to you via any means provided by you to your UMP Health E-Shop (ES) account. UPML and UMP Health E-Shop (ES) have the right to delete all data, files, or other information that is stored in the User's account for any reason. The Indemnification, Limitation of Liability, Copyright, Jurisdiction, Warranty Waiver, Network Security, Compliance with Anti-Spamming Laws and Privacy Terms of Use stated herein shall survive termination of this Agreement.

19.Fees and Applicable Charges

You acknowledge and confirm that UMP Health E-Shop (ES) is simply a platform and shall not be liable for the provision of such services or be treated as the provider of health care or medical services on account of such collection of payments or for the provision of these services, for any reason whatsoever.

Payment for the services may be made through payment gateways designated on UMP Health E-Shop (ES).

By proceeding with payment:

- a. If you are already member or an employee of an organization that have a business relationship with UPML, UMP Health E-Shop (ES) and its Affiliates, you acknowledge and confirm that you have become aware of our services from sources that originate from such organization, including but not limited to any other agencies, companies that may have a business relationship with such organization, and in making available to you information about the healthcare services we offer;
- b. If you currently are not a member or an employee of an organization as stated in (a) above, by proceeding with accepting our terms and conditions, you irrevocably acknowledge

that you have chosen to automatically become a member of UPML, UMP Health E-Shop (ES) and its Affiliates, and that you accept any further information and services that are made available to you after you have become a member of UPML, UMP Health E-Shop (ES) and its Affiliates. UPML, UMP Health E-Shop (ES) and its Affiliates may, in its ordinary course of business, collaborate with other agencies and companies to make available information relating to our services to you.

20. Force Majeure

Notwithstanding anything herein to the contrary, UPML and UMP Health E-Shop (ES) shall not be liable for any losses arising out of the delay or interruption of its performances of any obligations due to quarantine, flood, extreme adverse weather conditions, fire, flood, tidal waves, Acts of God, strike, sabotage, civil commotion, public disorder, riot, disturbance, rebellion, violent demonstrations, insurrection, act or threat of terrorism, blockade, political coup, armed hostilities (regardless of a formal declaration of war), threat of war, civil war, invasion of belligerent action, pest, epidemics, pandemic or similar cause, accident, stoppages of and/or interruptions to transport facilities, embargo, administrative or political impediments or radioactivity, legislation, regulation or directives having the force of law, compliance with any order of government or local authority, non-availability or shortage of electricity, or other unforeseen events beyond the control of UPML and UMP Health E-Shop (ES).

21. No Third Party Rights

Unless expressly granted in these Terms of Use or in the Privacy Policy, nothing herein or in the Privacy Policy is intended to confer any rights or remedies under these Terms of Use or the Privacy Policy on any persons other than you, UPML, UMP Health E-Shop (ES) and its Affiliates. Nothing in these Terms of Use and the Privacy Policy is intended to relieve or discharge the obligation or liability of any third persons to you, UPML, UMP Health E-Shop (ES) or its Affiliates, nor shall any provision give any third persons any right of subrogation or action over or against you, UPML, UMP Health E-Shop (ES) or its Affiliates.

22. Assignment

You may not assign, transfer or delegate these Terms of Use or the Privacy Policy or any part of them without UMP Health E-Shop (ES)'s prior written consent. UMP Health E-Shop (ES) may freely transfer, assign or delegate all or any part of these Terms of Use and the Privacy Policy, and any rights and duties hereunder or thereunder. These Terms of Use and Privacy Policy will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

23. Privacy

By accepting these Terms of Use, you acknowledge that you understand, have read, and agree to the provisions outlined in the Privacy Policy and Notice of Privacy Practices, which is incorporated herein and made part of these Terms of Use by reference.

24. Governing Law, Jurisdiction, and Venue

These Terms of Use and the Privacy Policy shall be governed by and construed in accordance with the laws of Hong Kong, without giving effect to any choice of law rules or principles. Any civil action or legal proceeding arising out of or relating to these Terms of Use or Privacy Policy shall be brought in the applicable court located in Hong Kong. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Any cause of action or claim you may have with respect to UPML and UMP Health E-Shop (ES) must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to UMP Health E-Shop (ES).

25. Compliance with Applicable Laws and Rules

You will comply with these Terms of Use, UMP Health E-Shop (ES)'s policies and procedures from time to time notified and implemented, and all applicable laws and regulations.

UMP Health E-Shop (ES) offers no assurance that your use of the services under this agreement will not violate any law or regulation applicable to you.

UPML maintains UMP Health E-Shop (ES) in Hong Kong and makes no representation and expressly disclaims any statement or assurance that the materials and services on UMP Health E-Shop (ES) are appropriate or available for use in locations outside of Hong Kong. If you access UMP Health E-Shop (ES) outside of Hong Kong, you do so at your own risk and initiative.

You agree that UMP Health E-Shop (ES) and all other persons or entities involved in the operation of the website and functionalities provided through UMP Health E-Shop (ES), have the right to monitor, retrieve, store, review and use information provided by you, if applicable, in connection with the operation or use of the website, personal information and as required for the provision of the services.

UMP Health E-Shop (ES) does not assume any responsibility for your use or misuse of the materials or other information transmitted, monitored, stored or received while using UMP Health E-Shop (ES) or otherwise, including the receipt and use of patient information outside of Hong Kong. UMP Health E-Shop (ES) reserves the right to amend or delete any material (along with the right to revoke any membership or restrict access to UMP Health E-Shop (ES)) that in UMP Health E-Shop (ES)'s sole discretion violates the above.

26. Waiver

Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof,

which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

27. Severability

The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable. Where this Disclaimer, Terms of Use and Privacy Notice are available in Chinese, or any other languages, the English version is the governing version and shall prevail whenever there is a discrepancy between the two versions.

28. Entire Agreement

These Terms of Use, together with any UPML and UMP Health E-Shop (ES) rules or policies referred to herein, represents the entire agreement between you and UMP Health E-Shop (ES) concerning the subject matter hereof, and supersede all prior understandings, whether written or oral, concerning such subject matter. UPML and UMP Health E-Shop (ES) may modify this Terms of Use as set forth above.

29. General Provisions

These Terms of Use constitute the entire agreement between the you and UMP Health E-Shop (ES) with respect to and govern your use of UMP Health E-Shop (ES) and the services provided in UMP Health E-Shop (ES), superseding any prior written or oral agreements in relation to the same subject matter herein.

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

The headings of these Terms of Use are for reference purposes only and do not in any way define, limit, construe or describe the scope or extent of such section or the provisions contained therein.

A party's failure to enforce any right or failure to act with respect to any breach by a party under these Terms of Use will not constitute a waiver of that right nor a waiver of such party's right to act with respect to subsequent or similar breaches.

The provisions of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of the laws of Hong Kong are expressly excluded from these Terms of Use and any other documents issued pursuant thereto.

The Terms of Use shall be binding on the successors and permitted assigns of each of the parties.

Words in the Terms of Use indicating the singular only also include the plural and vice-versa where the context so requires.

30. Comments, Suggestions and Submissions

UPML and UMP Health E-Shop (ES) welcome comments, suggestions and submissions by its Users. Any comments, suggestions and submissions made by Users, including but not limited to, messages, notes, feedback, artwork, communications, computer code or creative materials provided to UMP Health E-Shop (ES) shall become the exclusive property of UPML. At the time the comment, suggestion, and/or submission is made it shall act as a full assignment to UPML of all rights whatsoever (copyright, patentability, and intellectual property). UPML shall have the right to use said comment, suggestion, and/or submission as its own for all legal purposes including but not limited to reproduction, disclosure, publishing, distribution and the like without any compensation to User. Please submit comments and suggestions to UMP at service@ump.com.hk.

This concludes this section of our UMP Health E-Shop (ES) Terms of Use, amended 1 June, 2020.