



Terms and Conditions for Telemedicine Services and Medications Delivery Services

1. Introduction

These Terms and Conditions (the "**Terms and Conditions**") set out the terms on which HKSH agrees to make available the Telemedicine Services (as below) to the Patient.

The Patient must first read these Terms and Conditions and accept them unconditionally and such Terms and Conditions are deemed to be automatically incorporated into the contract between the HKSH entity providing the Telemedicine Services and the Patient without the need for the Patient's written transcription of the same. If the Patient does not accept these Terms and Conditions, it is not possible to proceed with the Telemedicine Services.

These Terms and Conditions are subject to the policies of HKSH and can be amended by HKSH at any time without any prior notice. All Patients should keep a copy of these Terms and Conditions at the time the booking is placed, in order to be aware of the provisions in force.

By making a booking for the Telemedicine Services, the Patient agrees that:

- a. he/she has read these Terms and Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of information in accordance with our Personal Information Collection Statement;
- c. if he/she is under 12 years of age, the doctor and/or healthcare staffs at Outpatient Department of Hong Kong Sanatorium & Hospital, or Family Medicine and Primary Care Centre at HKSH Eastern Medical Centre or HKSH Healthcare has the discretion not to provide telemedicine services;
- d. for specialist consultations, if the Patient is under 16 years old, an accompanying adult (who must be at least 21 years old) must be present with him/her during the Tele-Consultation. The accompanying adult must show his/her valid identity card to the doctor at the start of the Tele-Consultation; and
- e. he/she is fully aware of the Telemedicine Service nature and its limitations.

2. Definitions and scope

Definitions

The following definitions have the same meaning whether they are singular or plural.

'**HKSH**' means HKSH Medical Group Limited and/or its affiliates.





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'Patient' (or "**you / your**") means the person who reserves and/or participate in the Telemedicine Services offered by HKSH.

'Medications Delivery Service' means service(s) offered by HKSH or third party service provider(s) for delivering doctor's prescribed medications to the Patient(s).

'Telemedicine Service' means service(s) offered by HKSH for booking, arranging and conducting of a Tele-Consultation via telecommunication systems, including video-communication facility for the practice of medicine over a distance; and subsequent arrangement of collection and delivery service of test kit and/or medication.

'Tele-Consultation' means the medical consultation conducted by the medical practitioner of HKSH with the Patient via telecommunication systems, such as video-communication facility, in which interventions, diagnoses, therapeutic decisions and subsequent treatment recommendations are made based on existing patient's data, documents and other information transmitted through the telecommunication systems.

'Terms and Conditions' means these terms and conditions, as amended from time to time by HKSH.

3. Your Relationship with HKSH

HKSH is the provider of the medical services. HKSH encourages the Patients to attend face-to-face consultation with medical practitioners for actual physical assessment of medical condition for the most appropriate medical advice and treatment. However, HKSH acknowledges that there are occasions where attending HKSH premises may not be preferred or possible. Where the Patient chooses Telemedicine Services, the Patient must do so at his/her own risk and accept the risks and limitations associated with Telemedicine Services. HKSH retains the final decision not to provide Telemedicine Services.

The Telemedicine Services and Medications Delivery Services are supported by HKSH and/or various third party service providers for video communication, electronic payment settlement, courier service, and delivery service (where applicable). When utilising the services of these third party service providers, the Patient is deemed to have accepted the terms and conditions and privacy notices of such third party service providers (where applicable) and the Patient shall use such service at his/her own risks. HKSH shall not be responsible for any failure, delay, miscommunication, malfunction, error, negligence, omission, default, unauthorised disclosure or leakage of personal information arising from the Patient's use of the services provided by the third party service providers.

HKSH has the discretion to change any of the third party service providers supporting the Telemedicine Service without notice.





4. The Patient's Rights and Responsibilities

Booking of Telemedicine Services

The Telemedicine Service by HKSH can only be used by the Patient who is located in Hong Kong at the time of Telemedicine Service. For patients who are not located in Hong Kong at the time of the Telemedicine Services, the Group has the right to refuse providing Telemedicine Service.

Due to the limitations of Telemedicine Services, certain medical conditions are not suitable to be assessed via Tele-Consultation. The Patient should refer to **Guideline for Conditions not Suitable for Tele-Consultation**, as amended from time to time. In such situation, HKSH has the absolute right to reject the booking for such Patient.

Eligible Patient shall make booking of Telemedicine Services by referring to information and guide on our official website at www.hksh.com. Patients can choose the timeslot by clicking on the link for booking of Telemedicine Services at the HKSH website. The Patient must provide the details and information that are accurate, complete and adequate for the booking. HKSH will accept the booking based on the booking details provided. HKSH shall not be responsible for verifying or checking the booking and contact details provided by the Patient. The Patient shall bear all risks arising from any error in information provided for the booking, which may lead to cancellation of booking without refund and compensation and/or refusal of Telemedicine Services.

The Patient is responsible for his / her activities for online booking of Telemedicine Services and video-communication via the third party service provider (financially, use of personal data or otherwise), including but not limited to the use of his / her account, user name and password. HKSH is not responsible for any acts and/or activities in such regard. HKSH is not responsible for any technological failures caused by the Patient and/or any third party service provider.

Any use of the booking services that is fraudulent or is in conflict with these Terms and Conditions or applicable laws, rules or regulations shall be reason(s) for cancelling the booking or refusing the Patient's access to the Telemedicine Services without refund or compensation.

Where Telemedicine Service is suitable for the Patient, the Patient shall follow the instructions to settle the payment, and confirm acceptance of Terms and Conditions.

Confirmation of Booking





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Payment of the consultation fee, shall be made via the online booking platform, only direct payment settlement with HKSH will be accepted..

The vouchers under Elderly Health Care Voucher Pilot Scheme and insurance claims are not applicable for the Telemedicine Services.

Upon successful payment, patient will receive appointment confirmation and tele-consultation video link via email.

Any payment link that fails to be completed within the specified timeframe will be considered forfeited, and the link will automatically expire.

Cancellation of Booking and Refund

The Patient who directly contacts HKSH and receives confirmation of cancellation at least 72 hours before the scheduled appointment time will receive a refund of the payment, with a 10% handling and administrative fee being deducted.

Otherwise, if the Patient fails to attend the Telemedicine Services at the scheduled time, whether with or without notice to HKSH, for any reasons or events not caused by HKSH or its affiliate, HKSH will **NOT** refund the payment paid and will under no circumstances be liable for the Patient's costs or expenses arising therefrom or any impact on Patient's medical condition.

Change of booking

Change of booking is NOT allowed unless in very limited situations which are beyond the control of the Patient and the consequences of which could not have been avoided even if all reasonable measures had been taken. This includes: terrorism, significant risks to human health such as the outbreak of a serious disease or natural disasters such as typhoons, floods, earthquakes or weather conditions which make it impossible to travel to HKSH. In such event, HKSH might allow for a change of booking, subject to the sole discretion of HKSH.

Substitution of Patient

No substitution of Patient is allowed.

Tele-Consultation





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The Patient's full name as stated on his/her identity document is required to be provided for the booking of Telemedicine Services. HKSH will verify the Patient identity (and the accompanying adult's identity if applicable) prior to the Tele-Consultation with the booking name provided to ensure the Telemedicine Services is provided to the correct person. HKSH may disallow any person who is not the person named in the booking to receive the Telemedicine Services without any refund.

Tele-Consultation will be conducted via a video-communication platform provided by a third party service provider. The Tele-Consultation will be recorded and kept by HKSH as part of the Patient's medical records. The Patient is not allowed to record or video tape the Tele-Consultation unless with the prior approval of HKSH and/or the medical practitioner attending the Tele-Consultation. During the Tele-Consultation, the Patient may be required to remove mask or provide other information for the purpose of clinical assessment, and that other HKSH staff may be present to provide assistance during the Tele-Consultation.

Completion of Tele-Consultation

Upon completion of Tele-Consultation, the medical practitioner may prescribe medications for the Patient. Another payment link for medication and delivery charges (if applicable) will be sent to the Patient. The Patient is required to provide delivery details (if applicable) and confirm the booking information after successful payment.

Any payment link that fails to be completed within the specified timeframe will be considered forfeited, and the link will automatically expire.

Upon successful payment, Patients need to provide delivery information (if applicable) and accept relevant terms and conditions, Medications Delivery Service would be arranged.

In-Person Consultation Following Tele-Consultation

There are chances that the medical practitioner would not be able to confirm the diagnosis or require a face-to-face consultation. In such situation, the consultation fee paid for the Telemedicine Service will not be refunded. If the Patient attends the face-to-face consultation, separate fees will be charged according to the price chargeable by HKSH.

Pricing of Telemedicine Services

Consultation fee of Telemedicine Services are subject to the fee applicable for different time interval. HKSH endeavours to ensure that all the information and prices on our website are up to date, however, HKSH reserves the right to amend the price of Telemedicine Services at any time without notice. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.





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Cancellation by HKSH

In the event that HKSH cancels your confirmed booking for reasons of force majeure or failure of third party service provider(s) to provide the necessary services or other reasons beyond the control of HKSH, you may receive a full refund of the monies paid for the particular booking or a re-scheduling of the booking will be offered, subject to the discretion of HKSH. HKSH may cancel your booking as soon as it has notice of the event leading to cancellation.

HKSH has the final right to refuse Telemedicine Services, any other services or reject the booking in its absolute discretion whether with or without refund of fees paid.

5. Collection of Medications

For collection of the medications, the Patient may choose to collect the medication in person.

Upon proper authorisation by the Patient, the Patient may authorise a third party to collect the medication in person at HKSH on the Patient's behalf.

Upon proper authorisation by the Patient of a third party logistic agent, the Patient may request HKSH to hand over the medication to such third party logistic agent for delivery to specified address to the Patient. The Medications Delivery Service shall be subject to the terms and conditions of HKSH and the third party logistic agent. The Patient must accept the risks associated with the Medications Delivery Service and agree to relevant the terms and conditions. HKSH shall not be responsible or liable for any error, damage, delay or loss arising from the Medications Delivery Service once the medication is handed over to the third party logistic agent.

The Medications Delivery Service operates from Monday to Friday, excluding public holidays.

If the payment is settled within specified timeframe on the payment link, the medications will be delivered in the afternoon on the payment date. Otherwise, the paid-medications will be delivered on the next working day.

HKSH shall have the right to reject any authorisation if it considers invalid or improper.

6. Risks and Limitations of Telemedicine Services





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As with any medical procedure, there are potential risks associated with the use of the Telemedicine Services. The Patient acknowledges and accepts the inherent limitations and risks of Telemedicine Services, which include but not limited to:

- a. Medical diagnosis is based on medical conditions as displayed during video communications only and physical assessment is not possible;
- b. Delay, loss or misdirection of email communications leading to delay in the provision of Telemedicine Services and delay in treatment;
- c. Transmitted information, photo, video or document is of poor quality and thus necessitating a face-to-face consultation;
- d. Delays in medical evaluation and treatment due to deficiencies or failures of the equipment;
- e. Security protocols and measures failure or security breaches by external parties causing a breach of privacy of personal information;
- f. Lack of access to complete medical records of the Patients, miscommunication, or poor video communication quality resulting in adverse medication interactions, allergic reactions or other judgment errors;
- g. No selection of doctor allowed resulting in reduced care continuity and incomplete medical history and medical routines;
- h. Emergency and immediate medical procedure and treatment cannot be carried out in case of urgent need of medical treatment; and
- i. Medical diagnosis, advice or treatment is based on the medical conditions as displayed during video communication which may be blurry, corrupted, unclear, misleading or incomplete resulting in misdiagnosis and unconfirmed diagnosis and treatment plan.

7. Personal Data

HKSH is not responsible for any loss and damages arising from the online booking system, online payment system, payment process or booking failures. Any personal data loss or leakage due to and arising from the booking and payment procedures shall NOT give rise to any obligation or liability on the part of HKSH.

For other details, please refer to ***Personal Information Collection Statement for Telemedicine Services***.

8. Limitation of liability

In the event of any problem with video communication, any of its content, use of Telemedicine Services, the Patient's sole and exclusive remedies are as set forth in these Terms and Conditions.

The Telemedicine Services is dependent on the services and systems provided by third party service provider(s) and the Internet connection suitability, traffic and quality. As these services by third party

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service provider(s) are beyond HKSH's control, HKSH is not able to guarantee the stability and quality of video communication for the purpose of Tele-Consultation and delivery services. Where the Patient clicks on to the links to websites owned and operated by an independent party over which HKSH has no control, the Patient will be using such links at his/her own risk. Any use of the third party website, services or systems will be subject to and any information provided to such third party website, services or systems will be governed by the terms of the third party service provider(s), including those relating to confidentiality, data privacy and security.

Under no circumstances shall HKSH or any HKSH's doctor, officer, director, employee, associated or affiliated company be liable in any way in connection with your use of Telemedicine Services, use of any of websites, services, systems, materials or contents provided by third party service provider(s), including, but not limited to, any booking failures, any errors or omissions in any content, failure or computer virus of any telecommunication infrastructure or the internet, any infringement by any content of the intellectual property rights or other rights of third parties, error or delay in the delivery of medicines, pharmaceuticals or other materials, or for any losses or damages of any kind arising directly or indirectly out of the use, inability to use, or the results of use of websites, services, systems, materials or contents of third party service provider, or the materials or information provided to or contained in third party's website or mobile application.

HKSH, its doctors, officers, directors, employees or any associated or affiliated company shall not be liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, lost profits, business interruption, loss of programs or other data on your computer or otherwise): (a) arising from or in connection with your use of the Telemedicine Services, whether under a theory of breach of contract, negligence, strict liability, malpractice, tort, statutory, equity or otherwise, even if HKSH has been advised of the possibility of such damages; or (b) caused by any third party service providers including without limitation the other contractors or third party service providers and courier delivery.

Except as expressly set out in these Terms and Conditions, all the information contained in telephone conversation, email correspondences or video communication between HKSH and the Patient is provided without any warranty (either express or implied) or implied term of any kind from the part of HKSH, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are excluded.

The Patient agrees that HKSH will not be liable for any direct, indirect or consequential loss arising from the use of third party service providers, including but not limited to payment procedures, any delay or inability to use video communication.

The exclusions and limitations contained in this clause apply to the extent permitted by law.

9. Applicable law





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These Terms and Conditions are governed by the laws of Hong Kong. The Patient agrees that the Hong Kong Courts shall have exclusive jurisdiction to hear and determine any dispute (including non-contractual disputes or claims) arising from the interpretation of these terms.

10. Contract (Rights of Third Parties) Ordinance

A person who is not a party to this Terms and Conditions has no right to enforce any terms of this Agreement under the Contract (Rights of Third Parties) Ordinance (Cap. 623).

11. Miscellaneous Provisions

If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this agreement and the validity and enforceability of the other provisions shall not be affected. All interpretations of these Terms and Conditions shall be at the sole and absolute discretion of HKSH.

If the English version of these Terms and Conditions conflicts with the Chinese version, the English version shall prevail. In case of dispute over the interpretation of these Terms and Conditions, HKSH's decision is final.





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GUIDELINE FOR CONDITIONS NOT SUITABLE FOR TELE-CONSULTATIONS

Emergency health issues and mental health conditions are NOT suitable for tele-consultation. Please seek immediate medical assistance at the nearest Accident & Emergency (A&E).

List of conditions and scenarios, including but not limited to those mentioned below might not be suitable for tele-consultation, the final decision will be upon discretion of doctors and healthcare staffs in the HKSH:

- Visual disturbances – double vision or blurred vision or loss of vision
- Facial weakness / numbness
- Dizziness and imbalance
- Chest pain/palpitation
- Shortness of breath
- Breathing difficulties and asthma
- Abdominal pain with or without fever
- Diarrhoea with black stools
- Urinary or bowel incontinence
- Per-rectal bleeding
- Joint pain / swelling
- Pregnancy complications
- Paediatric cases age 12 or below (applicable for Outpatient Department of Hong Kong Sanatorium & Hospital; HKSH Healthcare; Family Medicine and Primary Care Centre at HKSH Eastern Medical Centre)
- Geriatric cases with poorly controlled co-morbidities
- Any physical injuries
- Fever for more than 3 days
- Weakness or numbness of limbs
- 1st consultation on chronic illnesses
- Patients who requires prescription of Dangerous Drugs





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Personal Information Collection Statement for Telemedicine Services

Please read this Personal Information Collection Statement (“**Statement**”) carefully. By having the Telemedicine Services, you agree to the terms of this Statement and the use of your personal information as described in this Statement.

1 Information collection

In order to enjoy the Telemedicine Services, HKSH will collect your full name, Hong Kong identity card number or travel document number, date of birth, telephone number, email address, medical history, correspondence address, delivery address (if applicable), credit card details (if applicable) and clinical conditions which are specifically and voluntarily provided by you. If you are booking on behalf of another person, you should have obtained the Patient’s proper consent before supplying his/her personal information for booking for the Telemedicine Services.

Upon logging into the video communication platform of a third party service provider for the Telemedicine Services, HKSH will record the teleconsultation and such recording will be stored and maintain as part of the medical records.

For payment of Telemedicine Services, HKSH does not collect your credit card details provided to the third party service provider who collects the payment.

2 Information use

HKSH uses, stores and maintains your personal information to verify patient identity, to triage to assess your suitability for Telemedicine Services, to conduct tele-consultation, to investigate any incidents or complaints and to advise and provide healthcare products and services to you (“**Purposes**”).

To the extent permitted by applicable laws and regulations on data privacy protection, HKSH may also use your personal information for direct marketing purposes, or to send you materials and information on medical and health issues, or communications and notifications regarding services provided by HKSH. HKSH may contact you by telephone, SMS and text / picture / video message where necessary.

3 Disclosure of information to third parties

HKSH provides your personal information to other entities within HKSH Medical Group for the Purposes stated above.

Your personal information provided to HKSH for purpose of the Telemedicine Services will be shared with third parties service providers including Zoom Video Communications, Inc. or alternative equivalent platform chosen by HKSH who is responsible for operating and maintaining the online

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telecommunication platform; third party service provider, third party logistic agent and/or its affiliates and respective subcontractors or alternative equivalent service provider chosen by HKSH for collection and delivery services.

Personal information may also be disclosed to law enforcement, regulatory, or other government agencies, or to other third parties, in each case to comply with legal or regulatory obligations or requests.

By voluntarily providing information for the Telemedicine Services, you are consenting to the disclosures described above.

4 Information Retention

Your personal information, medical information and teleconsultation recording will be retained by HKSH as part of your medical records.

5 Data Access and Correction

To access and correct your personal information, you may send a written request to Health Record Unit of HKSH by email (recordenquiry@hksh.com) subject to a reasonable fee.

6 Transfer of Personal Data outside Hong Kong

If necessary, HKSH may transfer the personal data to places outside the Hong Kong Special Administrative Region for carrying out the purposes, or the directly related purposes, for which the personal data were collected. All the transfer of those personal data will be carried out in compliance with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

To safeguard against any forms of malware attacks and data breaches, please use your smartphone and computer equipment securely at all time and review the permissions granted from time to time.

HKSH may amend and update this Statement from time to time without notice. By using Telemedicine Service, you are deemed to consent to the updated Statement as amended.

If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.

