

Health Concepts Limited

Terms and Conditions – Tele/Video Consultation 條款及細則約束 – 電話/視像診症服務

We, Health Concepts Ltd (collectively “HCL”, “we”, “our”, “ours” or “us), a member of Virtus Medical Group Ltd, the medical service provider of the on-campus clinic, when used in these Terms and Conditions mean Health Concepts Limited and its holding company, subsidiaries, affiliate and related companies. The terms “you”, “your” and “yours” when used in these Terms and Conditions mean any user of the video consultation service.

本公司，思健醫療服務有限公司(統稱『思健』或『本公司』)，尚至醫療集團成員，乃校內診所的醫療服務提供者，在本條款及細則約束使用時，表示思健醫療服務有限公司及其控股公司，子公司，關聯企業和相關公司。在這些條款及細則約束中使用的術語“您”和“您的”是指視像診症服務的任何用戶。

1. Agreement 協議

By accessing the Tele/Video Consultation service, you agree to be bound by these Terms and Conditions. You also acknowledge that you have read and understood the terms of the Privacy Policy Statement for the Tele/Video Consultation service and that you agree with it. The Privacy Policy Statement for the Tele/Video Consultation service is hereby incorporated into and made part of these Terms and Conditions. Access to and use of the Tele/Video Consultation service and the information, materials, products and services related to the Tele/Video Consultation service are subject to all applicable laws and regulations and to these Terms and Conditions.

接受電話/視像診症服務，即表示您同意受這些條款及細則的約束。您還承認已經閱讀並理解了電話/視像診症服務的隱私政策聲明的條款，並同意該條款。電話/視像診症服務的隱私政策聲明特此納入本條款及細則約束，並成為其一部分。進入及使用電話/視像診症服務以及與視像診症服務相關的資訊，材料，產品和服務均受所有適用法律和法則以及本條款及細則的約束。

2. Personal Data Privacy 個人資料私隱

Any personal data (as defined in the Privacy Policy Statement for the Tele/Video Consultation service) you supply to us when you use the Tele/Video Consultation service will be used in accordance with the Privacy Policy Statement for the Tele/Video Consultation service.

當您使用電話/視像診症服務時，您向本公司提供的任何個人資料（在電話/視像診症服務的隱私政策聲明中定義）將根據電話/視像診症服務的隱私政策聲明使用。

3. Your Obligations 您的責任

3.1 You agree to use the Tele/Video Consultation service for personal and non-commercial use only and shall not post or transmit through our function any material which violates or infringes in any way upon any intellectual property rights, proprietary rights or confidentiality obligations of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law. In particular, you agree not to upload or transmit any malware, or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a device. We reserve the rights from time to time, without notice, to terminate providing Tele/Video Consultation service to you any time or to observe and record your access to and use of the Tele/Video Consultation service to determine if you are complying with these Terms and Conditions.

您同意僅將電話/視像診症服務用於個人和非商業用途，並且不得通過本公司的功能發佈或傳輸任何侵犯或以任何方式侵犯他人知識產權，專有權或保密義務的材料，是非法的，威脅性的，辱罵性的，誹謗性的，侵犯隱私權或宣傳權的，粗俗的，淫穢的，褻瀆性的或其他令人反感的；鼓勵構成刑事犯罪的行為，引起民事責任或以其他方式違反任何法律。特別是，您同意不上傳或傳播任何惡意軟件，或旨在干擾，打斷或破壞設備正常操作程序的任何其他內容。本公司保留隨時終止向您提供電話/視像診症服務的權利，或觀察並記錄您對電話/視像診症服務的進入和使用，以確定您是否遵守這些條款及細則約束，恕不另行通知。

3.2 You agree that you shall at all times provide true and accurate details in all appointments and enquiries you

submitted to us when using the Tele/Video Consultation service.

您同意在使用電話/視像診症服務時，在所有預約及諮詢時您會提供真實，準確無誤的資料。

3.3 You agree to indemnify and hold us and our respective officers, directors, agents and employees, harmless from and against any losses, claims, liabilities, damages, demands, costs and expenses (including all reasonable legal fees), incurred or suffered by us in connection with or arising from your breach of these Terms and Conditions and/or your use of the Tele/Video Consultation service.

當使用電話/視像診症服務有關或因您違反這些條款及細則約束所導致及/或引起的損失，您同意對本公司以及本公司各自的高級職員，董事，代理商和員工進行賠償，並使本公司免受本公司所造成或遭受的任何損失，索賠，負債，損害，要求，成本和費用（包括所有合理的法律費用）。

4. Modifications to Service – 調整服務

We reserve the right at any time to modify or discontinue, temporarily or permanently, the Tele/Video Consultation service or any part thereof with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Tele/Video Consultation service or any part thereof.

本公司保留隨時更改或終止電話/視像診症服務或其任何部分的權利，恕不另行通知。您同意，對於電話/視像診症服務或其任何部分的任何修改，暫停或中斷，本公司對您或任何第三方概不負責。

5. Links to Third Party Websites - 鏈接第三方

We may provide links to other sites or resources maintained by unrelated companies and persons ("Linked Site(s)") on the Tele/Video Consultation service. We do not monitor the contents of the Linked Sites and have no control over the Linked Sites. We are not responsible for the content or material of any Linked Site or any links contained in a Linked Site, or any changes or updates to such Linked Sites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Linked Site or any association with its operator. Your access and use of such Linked Sites remain entirely at your own risk and you agree that we shall not be responsible or liable for any loss or damage of any kind incurred as a result of the use of the services or the content of any Linked Site.

本公司可能會在電話/視像診症服務上提供由不相關的公司和人員維護的其他站點或資源的鏈接（“鏈接站點”）。本公司不會監視鏈接站點的內容，也無法控制鏈接站點。本公司對任何鏈接站點或鏈接站點中包含的任何鏈接的內容或材料，或對該鏈接站點的任何更改或更新概不負責。本公司僅為了方便起見向您提供這些鏈接，並且包含任何鏈接並不表示本公司對鏈接站點的認可或與其鏈接者的任何關聯。您對此類鏈接站點的訪問和使用完全由您自己承擔風險，並且您同意本公司對因使用服務或任何鏈接站點的內容而導致的任何形式的損失或損害不承擔任何責任。

6. Price and Payment - 價格和付款

You agree to pay all fees or charges to you in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

您同意按照應繳納的費用，收費和帳單條款向您支付所有費用或費用。

7. Medical or Healthcare Advice - 醫療或保健建議

7.1 Please take note that some medical conditions are not suitable for Tele/Video Consultations. If you are uncertain about whether you have been able to explain your medical concerns through the Tele/Video Consultation service, you should always seek advice from a doctor in person.

請注意，電話/視像診症服務對某些醫療狀況並不適合。如果您不確定是否可以通過電話/視像診症服務解釋您的醫療問題，最終應親身到診所尋求醫生的建議。

7.2 You agree that doctors performing Tele/Video Consultations may prescribe allowed medications if in the doctors' judgement it is in the users' best interests and medically appropriate to do so.

您同意執行電話/視像診症服務的醫生可以開處方允許的藥物，前提是醫生認為這樣做符合用戶的最大利益並且在醫學上適合這樣做。

7.3 You should ensure that: 您應確保：

- a. any information you provide us or doctors through the Tele/Video Consultation service is accurate;
您透過電話/視像診症服務提供給本公司或醫生的任何資料都是準確無誤的；
- b. you follow any instructions you are given by the doctors;
您須遵循醫生的指示；
- c. you follow any instructions about the use of any medications or healthcare products to be prescribed or suggested;
您須遵循有關處方或建議使用的任何藥物或保健劑的使用說明；
- d. you keep any medications to be provided to you secure and do not permit other people (especially children) to use them;
您須妥善保管本公司/醫生提供給您的任何藥物，並且不允許其他人（尤其是兒童）使用它們；
- e. you inform your doctor about your medical history, any drug allergy and any unexpected or adverse effects of treatments to be suggested;
您須將您的病歷，任何藥物過敏以及建議的治療方法的任何意外或不良影響告知醫生；
- f. you inform us if any of our information about you needs to be updated;
您須告知本公司/醫生是否需要更新有關您的任何資料；
- g. you use the Tele/Video Consultation service only for yourself;
您只能自己使用電話視像診症服務；
- h. you agree not to use the Tele/Video Consultation service excessively or inappropriately, including but not limited to the following: initiating multiple consultations for the same issue without a valid medical reason, or any other conduct considered by us or doctors to be excessive or inappropriate.
您同意不過度或不當使用電話/視像診症服務，包括但不限於以下內容：在沒有有效的醫療原因下，針對同一問題啟動多次診症，或本公司/醫生認為過度或不當的任何其他行為。

8. Not for emergencies - 不適用於緊急情況

The use of the Tele/Video Consultation service is not for medical emergencies or urgent medical situations. Users requiring urgent advice or treatment should contact the emergency services immediately.

電話/視像診症服務的使用不適用於緊急醫療情況或緊急情況。需要緊急診症或治療的用戶應立即聯繫緊急服務。

9. Doctors' Availability – 預約醫生

We will try to arrange a Tele/Video consultation with a doctor as soon as possible, but we are unable to guarantee the availability of any particular doctor at a specific time.

本公司將嘗試盡快安排與醫生的電話/視像診症服務，但是我們無法保證在特定時間有任何特定的醫生。

10. Cancellation of appointments - 取消預約

You may cancel your Tele/Video Consultation appointment any time before the scheduled appointment.

您可以在任何時間取消您的電話/視像診症預約。

11. Disclaimers and Limitation of Liability - 免責聲明和責任局限

11.1 No warranty or representation, express or Implied, regarding accuracy, adequacy, completeness, timeliness, non-infringement, reliability, freedom from malware, security, merchantability or fitness for a particular purpose, that materials through the Tele/Video Consultation service are appropriate or available for use is given in conjunction with such information, material or service. You agree that your use of the Tele/Video Consultation service is entirely at your own risk.

對於通過電話/視像診症服務提供的材料適當或可用的準確性，充分性，完整性，及時性，非侵權性，可靠性，免受惡意軟件侵害，安全性，適銷性或適合特定目的的任何明示或暗示的擔保或陳述。與此類信息，材料或服務一併使用。您同意使用電話/視像診症服務的風險完全由您自己承擔。

11.2 To the fullest extent permitted by applicable law, HCL excludes all liability for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to, damages for loss of profits, goodwill, data or other intangible losses resulting from or arising out of your use, or the inability to use the video consultation service, even if we have been advised of the possibility of such damages. You further agree that HCL is not responsible or liable to you for any threatening, defamatory, obscene, offensive or illegal conduct of other users or any infringement of another's rights, including intellectual property rights, occurring in or through the video consultation services.

在適用法律允許的最大範圍內，HCL不承擔任何直接，間接，偶發，偶發，特殊，懲罰性或繼發性損害的全部責任，包括但不限於利潤損失，商譽，數據損失或其他間接損失或由於您的使用或由於無法使用視像診症服務而導致，即使我們已被告知可能發生此類損失。您進一步同意，HCL對其他用戶任何的威脅，誹謗，淫穢，冒犯性或違法行為或對他人權利的任何侵犯，包括知識產權權利，涉及本服務或全部權利的行為，概不負責。

11.3 Without limiting to any other provision of these Terms and Conditions, to the extent that any liability cannot be excluded, the entire liability of HCL is limited to the re-supply of the unsatisfactory services provided herein.

在不排除本條款及細則約束的任何其他規定的前提下，在不排除任何責任的範圍內，HCL的全部責任僅限於重新安排此處提供的令人不滿意的服務。

12. Intellectual Property - 知識產權

All information, data, text, music, sound, photographs, graphics, software, video, messages or other materials displayed in or available through the Tele/Video Consultation service (collectively the "Content") are our properties or are licensed to us and are protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. We and/or our licensors own copyright in the selection, co-ordination, arrangement and enhancement of such Content, as well as in the content original to it. You have no rights in or to the Content. Except as expressly provided herein, you shall not modify, alter, publish, transmit, redistribute, participate in the transfer or sale of, create derivative works of, or in any way exploit, any of the Content, in whole or in part without our written authorization.

電話/視像診症服務中顯示或通過其提供的所有資料，數據，文本，音樂，聲音，照片，圖形，軟件，視頻，消息或其他材料（統稱為“內容”）均為我們的財產或已獲我們許可並受保護版權，商標，服務標記，專利或其他所有權和法律。本公司和/或本公司的許可人在此類內容的選擇，協調，安排和增強以及原始內容中擁有版權。您無權訪問內容。除本文明確規定外，未經我們的同意及書面授權，您不得全部或部分修改，更改，發布，傳播，再分發，參與任何內容的轉發，轉讓或出售，創建其衍生作品或以任何方式利用該內容。

13. Termination - 終止

We may terminate your access to and use of all or part of the Tele/Video Consultation service with or without notice to you.

本公司可能會在不通知您的情況下終止您訪問和使用全部或部分電話/視像診症服務的權利。

14. Technical Requirements - 技術要求

14.1 The Tele/Video Consultation service is accessed using the internet, data networks and devices which can access the internet ("Infrastructure"). HCL is not responsible or liable for the infrastructure themselves. When using the Tele/Video Consultation service, you should check that you have a device that can access the internet and there is sufficient internet connection.

使用互聯網，數據網絡和可以進入互聯網的設備（“基礎設施”）進行電話/視像診症服務。HCL對基礎結構本身不承擔任何責任。使用電話/視像診症服務時，應檢查您是否擁有可以訪問互聯網的設備，並且互聯網連接是否足夠。

14.2 If you are using a wireless network to use the Tele/Video Consultation service, it is recommended that you should avoid using public Wi-Fi facilities and that the wireless network should be secured with WPA-2 security. It is recommended that the device that you use the Tele/Video Consultation service on should be protected with

password and set to lock after a short period of inactivity.

如果您正在使用無線網絡來使用電話/視像診症服務，建議您避免使用公共Wi-Fi設施，並且應使用WPA-2安全性保護無線網絡。建議使用電話/視像診症服務的設備受到密碼保護，並設置為在短時間不活動後鎖定。

14.3 The Tele-Video Consultation service may not be available until you have downloaded the latest versions of Apps and/or software and accepted any new terms and conditions.

在您下載了最新版本的Apps和/或軟件並接受任何新的條款和條件之前，電話/視像診症服務可能不無法使用。

14.4 We may suspend the Tele/Video Consultation service if the infrastructure is affected by technical or security threats to ensure they are well-functioned and secured. These suspensions will be minimized, but if they occur, you may cancel your appointment with us.

如果基礎架構受到技術或安全威脅的影響，我們可能會暫停電話/視像診症服務，以確保其正常運行並受到保護。這些暫停將被最小化，但是如果發生，您可以取消與我們的診症會面。

15. Law & Jurisdiction - 法律與權限

15.1 The Tele/Video Consultation service is provided for use within the jurisdiction of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Access to, or use of, the Tele/Video Consultation service or information, materials, products and/or services in the Tele/Video Consultation service may be prohibited by law in certain countries or jurisdictions. We make no representation that the information contained herein is appropriate or available for use in other locations. You shall not use the Tele/Video Consultation service if you are located outside of Hong Kong.

提供電話/視像診症服務以在中華人民共和國香港特別行政區（“香港”）的管轄範圍內使用。在某些國家或地區，法律可能禁止訪問或使用電話/視像診症服務或視像診症服務中的信息，材料，產品和/或服務。我們不代表此處包含的信息適當或可用於其他地區。如果您不在香港，則不得使用電話/視像診症服務。

15.2 These Terms and Conditions and all matters relating to your access to, and use of information in the Tele/Video Consultation service shall be governed by and construed in accordance with the laws of Hong Kong and you agree to submit to the exclusive jurisdiction of the Hong Kong courts.

這些條款及細則約束以及您進入和使用電話/視像診症服務中的資料及有關的所有事項均受香港法律管轄並根據香港法律解釋，並且您同意服從香港法院的專屬司法權。

16. General Provisions - 一般細則

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

如果本條款及細則約束的任何規定被具有司法權的法院裁定為非法，無效或出於任何原因不可執行，則該規定應被視為可從本條款及細則約束中分離，並且不影響任何其他條款的有效性和可執行性。

16.2 Our failure at any time to require performance of any provision of these Terms and Conditions or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right.

本公司在任何時候未要求執行本條款及細則約束的任何規定或未行使本協議規定的任何權利，均不應視為對該規定或該權利的放棄。

16.3 In these Terms and Conditions, unless the context otherwise requires

在這些條款及細則約束中，除非上下文另有要求

a. the heading used in these Terms and Conditions are for convenience only and shall not in any way affect the construction or interpretation hereof;

本條款及細則約束中使用的標題僅是為了方便起見，並且不以任何方式影響其結構或解釋；

b. words and expressions importing the singular include the plural and vice versa; and

單詞和導入單數形式的單詞和表達包括複數形式，反之亦然；和

c. words and expressions importing one gender include both genders and the neuter.

單詞和表示一種性別的詞語包括兩性及中性。

17. Contacting us - 聯繫我們

If you have any questions regarding these Terms and Conditions or any other consumer or technical matters, please inform us in writing and send it via email at healthcentre@hkbu.edu.hk.

如果您對這個條款及細則約束或任何其他消費者或技術問題有任何疑問，請以書面形式通知我們，並通過電子郵件將其發送至 healthcentre@hkbu.edu.hk。

*This Statement is prepared in the English language with a Chinese translation. In case of any discrepancy or conflict between the English and its Chinese translation, the English version prevails. And this Terms and Conditions may be subject to change.

*本聲明以英文編製，中文版本乃譯本。如英文版本與中文版本有任何歧義，以英文版本為準。條款及細則約束可能會不時更改。

April 2022