

Terms and Conditions

1. ACCEPTANCE OF TERMS AND CONDITIONS

The terms "MediConCen" and "we" as used herein refer to MediConCen Limited. MediConCen operates and administers the websites ("Websites") through which certain commercial services are delivered. The services provided by MediConCen via the Websites ("Services") are accessible through the personal computer delivery channel and the mobile channel.

The terms "you" and "User" as used herein refer to all individuals and / or entities accessing the Services for any reason or any purpose. The term "Contents" is used herein to refer to all or any of, as the case may be, the data, text, button icons, links, HTML codes, trademark, software, music, sound, photographs, graphics, still pictures, series of moving pictures, (whether animated or not), videos, merchandise, products, advertisements, services or any compilation or combination of them and any other contents or materials that may be found on any website or any webpage.

MediConCen provides the Services to you, subject to the following Terms and Conditions of Use ("T&C"), which may be updated and revised by us from time to time by posting the revised version at the Websites. Some Services may be subject to additional terms and conditions governing their provision which additional terms will be made known to you upon you expressing your intent to use those services. Those additional terms and conditions are hereby incorporated by reference into the T&C.

You accept and agree to be bound by the T&C upon your using any Services or otherwise accessing the Websites or using any information found therein. If you do not accept the T&C, you may not and should not access the Websites or use the services or information provided thereunder. If you have any questions about the T&C, or about accessing and using the Websites, please contact us at bodycheck@mediconcen.com.

2. DESCRIPTION OF SERVICE

All Services together with any new features that augment or enhance any such services currently offered shall, unless explicitly stated otherwise, be subject to the T&C. You understand and agree that the Services are provided "AS-IS" and that MediConCen assumes no responsibility for the timeliness, deletion, mis-delivery or failure of the provision of any Services.

You understand that the technical processing and transmission of the Services may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. MediConCen shall, accordingly, in no circumstances, be liable for any failure of any Services in whole or in part or for your inability to gain access in whole or in part to such Services due to the delay or failure of any communication networks or any party providing such access.

3. REGISTRATION

You may be asked to fill in one or more than one of our registration or application forms (on-line or otherwise) before certain Services become available to you. In filling in those forms, you undertake to:

1. provide true, accurate, current and complete personally identifiable information about yourself as required;
2. provide true, accurate, current and complete information about any Contents posted or offered by you through any Websites ("Other Information"); and
3. maintain and promptly update your personally identifiable information and Other Information to keep it true, accurate, current and complete.

If you provide any Other Information or personally identifiable information that is untrue, inaccurate, not current or incomplete, or MediConCen has reasonable grounds to suspect that such is untrue, inaccurate, not current or incomplete, MediConCen has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. MINORS

If you are under the age of eighteen, a minor or not capable of assuming legal responsibility, you should seek advice from your parents or guardians as to the meaning and consequences of these T&C before using any of the Services. You must not provide us with your personally identifiable information unless you have received the consent from your parents or guardians. MediConCen presumes that every User of the Websites has the requisite capacity required for any use of any of the Services and, by using any of the Services, you undertake and warrant to us that you have the requisite capacity. MediConCen is not obliged to verify the age or capacity of any Users, but in the event it is discovered that any Users lack the requisite capacity, MediConCen reserves the rights as may be available against such Users, or the parents or guardians of such Users, including the right to be indemnified by them against all the loss or damage suffered by us as the result of the said lack of capacity or to cancel their registration and terminate their access to the Websites.

5. MediConCen PRIVACY POLICY

Personally identifiable information is subject to our Privacy Policy. Please see our Privacy Policy Statement and Personal Data Collection Statement.

6. PIN, PASSWORD AND SECURITY

You will receive a password and/or Personal Identification Number ("PIN") upon completing our on-line registration form. You may request the alteration of your password or PIN (via the Websites or otherwise) if necessary from time to time. You may also receive passwords in respect of digital or electronic certificates issued to you under certain Public Key Infrastructures for effecting on-line transactions. You are responsible for maintaining the confidentiality of the said passwords and PIN, and are fully responsible for all activities that occur under those passwords or PIN. You agree to:

1. immediately notify MediConCen of any unauthorized use of your passwords or PIN or any other breach of security; and
2. ensure that you exit from your passwords or PIN at the end of each visit to the Websites. MediConCen cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 6 or your use of any digital or electronic certificates in connection with the Services.

You acknowledge that the said passwords and PIN are confidential and must not be disclosed to any other person(s) under any circumstances. Any words, action or conduct whether intentional or unintentional, by you breaching that confidentiality shall render you liable to MediConCen for all losses and damages thereby caused. You shall take all necessary precautions to maintain the confidentiality of the said passwords and PIN. You hereby agree and acknowledge that the use of the Services by any person whatsoever (whether authorised by you or not) with those passwords and PIN shall constitute and be deemed the use of the Services by you. You shall notify MediConCen immediately of any actual or possible unauthorised use of those passwords and PIN and shall confirm the same in writing without delay to MediConCen. Until MediConCen has received such written confirmation you shall have no claim against MediConCen and shall be liable to MediConCen for all losses and damages incurred by MediConCen in respect of any use of the Services whether authorised by you or not.

You acknowledge and agree that the only duty of MediConCen is to verify those passwords and PIN and MediConCen shall not be liable in respect of:

1. any loss or damage suffered by you or any other person as a result of any failure to effect or execute instructions through various electronic delivery channels or perform any obligation thereunder where such failure is attributable either directly or indirectly to any circumstances or events outside our control; or
2. any other loss or damage whatsoever suffered by you or by any other person as a result of any instructions through various electronic delivery channels given with the correct password and/or PIN.

You acknowledge that, given the nature of the Internet, we cannot guarantee that any transmission of personally identifiable information, Contents or Other Information under any Services is completely secure. By using or accessing any Services and in consideration of such access and use, you acknowledge that you are satisfied that the security features that we have adopted as set out in our Security Statement are adequate for all your purposes.

7. USER CONDUCT

Any Contents posted to or accessed via the Websites, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Contents originated. This means that the Users from whom Contents originate, not MediConCen, are entirely responsible for all the Contents that they upload, post, email, offer or otherwise transmit via the Services. MediConCen does not control the Contents posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Contents. For the Users accessing Contents via the Services,

they understand and acknowledge that by so using the Services, they may be exposed to Contents that are offensive, indecent or objectionable. Under no circumstances will MediConCen be liable in any way for any Contents for, including but not limited to, any errors or omissions in any Contents, or any loss or damage of any kind incurred as a result of the use of any Contents posted, emailed, offered or otherwise transmitted via the Services.

You undertake not to use the Services to:

1. upload, post, email, offer or otherwise transmit any Contents in respect of which you have no right (either proprietary, contractual, or fiduciary) to transmit or which is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory or otherwise objectionable;
2. impersonate any person or entity by way of transmitting any forged or manipulated Contents through the use of any Services.
3. upload, post, email, offer or otherwise transmit any Contents that infringe any proprietary rights or intellectual property rights including, without limitation, patent, trademark, trade secret, copyright of any party;
4. upload, post, email, offer or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except when expressly authorised to do so by us;
5. upload, post, email or otherwise transmit any Contents that contain software viruses or any other computer code, files or programs that would interrupt, destroy or limit the functionality of the Websites and/or computer software or hardware or telecommunications equipment constituting them;
6. interfere with or disrupt the Services or servers or networks through which the Services is provided, or disobey any requirements, procedures, policies or regulations of such networks; and
7. collect or store personally identifiable information about other Users.

You acknowledge that MediConCen does not have any obligation to pre-screen Contents, but that MediConCen has the right (but not the obligation) in its sole discretion to refuse or remove any Contents that is available via the Services. Without limiting the said right, MediConCen has the right to remove any Contents that, in its opinion, violate the T&C or are otherwise, in its opinion, objectionable. You undertake to evaluate, and agree to evaluate and to bear all risks associated with the use of any Contents, including any reliance on the presumed accuracy, completeness, or usefulness of such Contents. In this regard, you acknowledge that you may not rely on any Contents created by MediConCen or submitted to MediConCen, including, without limitation, information contained in chat room, forum, auction sites and Cybermall and all other parts of the Services.

You acknowledge and agree that MediConCen may preserve Contents and may also disclose Contents if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to, without limitation:

1. comply with legal process;

2. enforce its rights; or
3. respond to claims that any Contents violate the rights of third-parties.

8 · MERCHANDISE

All merchandise, products or services offered, introduced or mentioned in the Websites by third parties ("Merchandise") are not offered or provided by us. You make no reliance whatsoever on MediConCen regarding the accuracy or reliability of any of the information that may be accessed via the platform provided through the Websites concerning such Merchandise. The contracts for the purchase, acquisition or obtaining of the Merchandise and/or the Public Services will be formed between you and the third parties selling, offering, or providing the same. MediConCen is not a party to those contracts and is simply providing a platform through which the effecting of commercial activities can be facilitated and/or on-line payments effected. You are strongly encouraged to make whatever investigation you feel necessary or appropriate before proceeding with any transaction (either on-line or off-line) with any of the said third parties. MediConCen, accordingly, makes no and/or disclaims all representations and warranties, express or implied, with respect to availability, merchantability, fitness for a particular purpose, any implied warranties arising from course of performance or course of conduct in relation to the Merchandise. MediConCen shall not be responsible and shall in no event be liable for any damages whatsoever, including, without limitation, costs of procurement of substitute goods or services, lost profits, lost data or any direct, indirect, special, punitive, incidental, exemplary or consequential damages relating to the unavailability, use, inability to use, performance or non-performance of the Merchandise that is offered, introduced, mentioned or provided in or via the Websites.

In the case of any on-line payment in the purchase or obtaining of any Merchandise offered, introduced or mentioned in or via the Websites being effected by the payment platform provided by us, notwithstanding anything herein contained, MediConCen shall not be liable to you for and in respect of any loss or damage (including indirect and consequential losses and damage) suffered by you in connection with any on-line payments made by you by reason of:

1. any failure, delay, interruption, suspension or restriction of the transmission of any information or message from any payment gateways of the relevant banks and/or third party merchants for processing credit/debit/smart card or other payment facilitating mechanism,
2. any error in or omission from any information or message transmitted from the said payment gateways,
3. any breakdown, malfunction or failure of those gateways and
4. anything arriving out of or in connection with them.

9. Return/Refund Policy

In general situation, all items sold on our Site will not accept the request of return/ refund. As if the products/ services purchased from our Site not aligned with the product descriptions shown on our

Site, (it does not include the individuals' impression and comments, and any kinds of human damage), we will provide return/refund subject to the following terms and conditions:

1. Objective products/services descriptions refer to the information written on our Site, it does not include all individual's impression and comments. For all related personal evaluations or own reviews made on our Site requesting for return/refund, our Site will not entertain these kinds of claims;
2. All return/refund must be submitted to our Site within 7 days after payment, late submissions will not be entertained;
3. The packaging and accessories of products must be intact, and services must not be used. If products are found deliberately damaged by persons or used, our Site will not provide return services; and
4. Accurate evidence must be provided to prove that products/ services do not align with the product description shown on our Site.

10. Product/Service Terms and Conditions

After the transaction and payment have been successfully completed on our Site, you will receive a confirmation email sent from our Site, and all order transactions will be recorded in the account you have set up on our Site. You can redeem the purchased product/service before the expiry date, in accordance with the redemption instructions.

Unless there's any special declaration, all services are subject to the following terms and conditions:

1. All services are required to use before the expiry date,
2. All services cannot be exchange for cash or other products,
3. In the event of any dispute, the decision of the participating merchants shall be final, and reserve the right to change the terms and conditions of the promotion at any time without prior notice.

11. PUBLIC DISCLOSURE OF INFORMATION

Before you send any Contents, Other Information or personally identifiable information, you must check whether you are sending it in the public area of the Websites. If you are sending it in the public area, you acknowledge that you are doing so voluntarily and that: MediConCen

1. is granted a world-wide, royalty free licence to reproduce, modify, adapt and publish such Contents for as long as you elect to continue to include such Contents in the Websites and
2. any person may use such Contents for the purpose of exchanging email/ emails or chatting between or amongst Users or introducing you to Users. All such Contents you voluntarily make available in the public area are not to be regarded as being collected by MediConCen.

12. INDEMNITY

You agree to indemnify, defend and hold harmless MediConCen, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees against any and all claims, proceedings, damages, injuries, liabilities arising from:

1. your acts or inaction in breach of these T&C,
2. your use of any Services or
3. the Contents, Other Information or personally identifiable information you submit, post to or transmit through the Services.

13. NO RESALE OF SERVICES

You undertake not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

14. MODIFICATIONS TO SERVICES

MediConCen reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that MediConCen shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

15. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotion of third parties placing advertisements on the Websites or other parties found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and those third parties. You agree that MediConCen shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Websites.

16. LINKS

The Websites contain links to other sites or pages on the World Wide Web, which are not maintained or controlled by MediConCen and for which MediConCen is not responsible. When you activate any such links, you leave the Websites and access such sites or pages at your own risk and MediConCen shall not be responsible or liable for any Contents, advertising, products, or other materials on or available from such sites or pages. You further acknowledge and agree that MediConCen shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by

or in connection with the use of or reliance on any such Contents, goods or services available on or through any such sites or pages.

17. MOBILE CHANNEL

In respect of the mobile channel, you acknowledge that the designated mobile telecommunication devices made accessible to the Services are able to access only certain Internet addresses, that you can only view documents the formats of which are supported by our designated software and that certain pop-up windows may not be supported and you acknowledge that any alteration, reconfiguration or similar acts done to the relevant mobile telecommunication devices (including the hardware and software contained therein) would result in the alteration of the said design and may cause the Services to be disrupted and/or become inaccessible.

You understand and acknowledge that MediConCen is not the manufacturer of the relevant mobile telecommunication devices nor a wireless telecommunication service provider and MediConCen shall, in no event, be liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from:

1. the use or failure to use the Services via the relevant mobile telecommunication device(s);
2. the access or failure to access the mobile channel via the relevant mobile telecommunication device(s);
3. any matters relating to any use of or the failure to use the relevant mobile telecommunication device(s) relating thereto; and
4. any damage or loss of data to your mobile telecommunication device whether or not caused by the use of the Services.

18. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, MediConCen EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. MediConCen MAKES NO WARRANTY THAT:
 - i. THE SERVICES WILL MEET YOUR REQUIREMENTS,
 - ii. THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
 - iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE,
 - iv. THE QUALITY OF ANY CONTENTS OR MERCHANDISE PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND

- v. ANY ERRORS IN ANY SOFTWARE WILL BE CORRECTED.
3. ANY CONTENTS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES ARE OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR MOBILE TELECOMMUNICATION DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENTS.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MediConCen OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE T&C.

19. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW, MediConCen SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

1. THE USE OR THE INABILITY TO USE THE SERVICES;
2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY CONTENTS, OTHER INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES;
3. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR PERSONALLY IDENTIFIABLE INFORMATION;
4. STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN CONNECTION WITH ANY SERVICES; OR
5. ANY OTHER MATTER RELATING TO THE SERVICES.

MediConCen's LIABILITY, IF IT IS SO HELD LIABLE DESPITE THE PROVISIONS HEREIN, TO THE USER IN RELATION TO THE SERVICES SHALL BE LIMITED TO THE AMOUNT OF THE RELEVANT TRANSACTION OR THE DIRECT DAMAGES SUSTAINED, WHICHEVER IS LESS.

20. IP RIGHTS AND COPYRIGHT AGENTS

MediConCen respects copyright law and expects its Users to do the same. Unauthorized copying, distribution, modification and public display of copyrighted works is an infringement of the copyright holders' rights. As a condition of your use of the Services, you agree that you will not use the Websites to infringe the intellectual property rights of others. MediConCen reserves the right to terminate the registration of any User upon notice of any infringement of the copyrights or other intellectual property rights of others in conjunction with use of the Websites. MediConCen will investigate any notice it receives in relation to copyright infringement committed by Users of, and involving use of the Websites.

MediConCen will respond expeditiously to claims of copyright infringement committed using the Websites that are reported to their "Designated Copyright Agent" identified below. If you are a copyright owner, or authorized to act on behalf of a copyright owner or the owner of any exclusive

right under copyright, please report your notice of infringement of such copyright, that you believe is occurring or has occurred on the Websites, by providing the following information and delivering the same, to the Designated Copyright Agent:

1. Identity of the copyrighted work that you claim has been infringed, or if multiple copyrighted works, a list of the copyrighted works that you claim have been infringed, using the Websites;
2. A description of the Contents of the material that you claim is infringing another's copyright,
3. Your street or mailing address, telephone number, e-mail address and other contact details;
4. A statement in good faith from you that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law; and
5. A statement in good faith from you that the information you have provided is accurate and that you are the copyright owner, or authorized to act on behalf of the owner of the copyright or that you hold an exclusive right under the copyright.

All claims of copyright infringement should be delivered to the following "Designated Copyright Agent" of MediConCen:

Customer Service Manager
MediConCen Limited
Units 1501-02, 15/F, Port 33,
33 Tseuk Luk Street,
San Po Kong, Kowloon, Hong Kong

Email: bodycheck@mediconcen.com

21. GOVERNING LAW

The T&C shall be construed in accordance with, and this agreement is governed by the laws of the Hong Kong Special Administrative Region of the Peoples' Republic of China ("Hong Kong"), without regard to the conflict of legal provisions thereof. You agree that any claim you might have against MediConCen shall be brought before the courts of Hong Kong.

22. SEVERABILITY

If any one or more of these T&C, or their application in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that term or condition in any other respect and the remaining T&C shall not in any way be impaired.

MediConCen LIMITED

條款及條件

1. 接受條款及條件

本文中所使用的詞彙「醫結」及「本公司」，指經營及管理此網站及其他網站(「網站」，「本網站」)所提供的若干醫結商業服務(「服務」)

由醫結網站提供的服務，可透過個人電腦輸送渠道及無線通訊渠道獲取，這些服務(「服務」)包括提供上述商業服務。

本文中所使用的詞彙「閣下」及「用戶」，指基於任何原因或任何目的使用服務的所有個人及/或實體。本文所使用的詞彙「內容」指所有或任何數據、文字、按鈕圖標、連接、HTML代碼、商標、軟件、音樂、聲音、照片、圖像、靜止圖片、移動圖片系列，(無論是動畫與否)，錄像、商品、產品、廣告、服務或其任何編排或組合、及在任何網站或網頁上可能出現的任何其他內容或材料。

醫結根據以下使用條款及條件(「條款及條件」)向閣下提供服務，該等條款及條件可能會由本公司不時透過於網站公佈經修改的版本而予以更新及修改。某些服務可能會受到額外的條款及條件規限，該等額外條款及條件將在閣下表示有意使用該等服務時知會閣下。該等額外條款及條件已通過接及於此納入條款及條件。

閣下接受條款及條件，並同意在閣下使用任何服務或以其他方式進入網站或使用網站內任何資料時受其約束。若閣下不接受條款及條件，則閣下不得且不應進入網站或使用其提供的服務或資料。若閣下對條款及條件或對進入或使用網站尚有任何疑問，請透過 bodycheck@mediconcen.com 與本公司聯絡。

2. 服務介紹

除非另外明確表明，否則所有服務連同任何增加或提升目前所提供的服務的新功能，均受條款及條件約束。閣下知悉並同意，服務乃以「按現狀」基準提供，且醫結無須為任何服務的時效性、刪除、錯誤提供或未能提供而承擔任何責任。閣下知悉，服務的技術處理及傳輸可能涉及

透過各種網絡進行傳輸；及

為遵循或適應連接網絡或裝置而作出變更。

因此，在任何情況下，倘由於任何通訊網絡或提供接駁的任何方面發生延誤或失效以致任何服務全部或部份失效或無法獲取全部或部份該等服務，醫結概無須承擔責任。

3 · 登記

閣下可能(在網上或以其他方式)須填寫本公司一份或多份登記或申請表格，方可使用若干服務。填寫該等表格時，閣下即承諾：

1. 按要求提供有關閣下個人的真實、準確、最新及完整個人識別資料；
2. 提供有關閣下透過任何網站所刊登或提供任何內容的真實、準確、最新及完整資料（「其他資料」）；及
3. 保持並及時更新閣下的個人識別資料及其他資料，以保其真實、準確、最新及完整。

若閣下提供失實、不準確、過時及不完整的任何其他資料或個人識別資料，或醫結有合理理由懷疑該等有關資料失實、不準確、過時或不完整，則醫結有權暫停或終止閣下的戶口，並拒絕閣下使用任何目前或將來的服務（或其任何部份）。

4 · 未成年人士

若閣下未滿十八歲、或為未成年人士或無承擔法律責任的能力，則閣下應在使用任何服務前，就此等條款及條件的涵義及後果徵詢閣下父母或監護人的建議。除非閣下已取得閣下父母或監護人的同意，否則，閣下不得向本公司提供閣下的個人識別資料。醫結假定網站的每位用戶均具備使用任何服務所須的能力，且一旦閣下使用任何服務，閣下即向本公司作出承諾及保證，閣下具備所須能力。醫結並無義務核實任何用戶的年齡或能力，但若發現任何用戶不具備所須能力，醫結保留可能追究該等用戶或其父母或監護人之權利，包括就因缺乏上述能力致使本公司遭受所有損害或損失獲得賠償，或取消其登記及終止其進入網站的權利。

5 · 醫結的私隱政策

個人識別資料須受本公司私隱政策規管。請參閱公司私隱政策聲明及個人資料收集聲明。

6 · 個人識別代碼、密碼及保安

閣下進行網上登記時，需於表格上填上個人密碼及/或個人識別代碼（「個人識別代碼」）。若有需要，閣下可(透過網站或以其他方式)不時要求更改閣下的密碼或個人識別代碼。閣下亦可能收到有關根據若干公開密碼匙基礎建設而頒發予閣下的數碼或電子證書的密碼，以便進行網上交易。閣下須負責保密上述密碼及個人識別代碼，並對根據該等密碼或個人識別代碼所發生的所有活動承擔全部責任。閣下同意：

1. 如發生任何未經授權使用閣下的密碼或個人識別代碼或違反安全的任何其他情況，將立即通知醫結；及
2. 確保閣下在每次結束瀏覽網站時，自閣下的密碼或個人識別代碼中退出。醫結無法且不會對因閣下未能遵守本文第6條的規定或就服務使用任何數碼或電子證書而產生的任何損失或損害承擔責任。

閣下承認上述密碼及個人識別代碼屬保密資料，在任何情況下均不得向任何人士披露。閣下違反該機密性的任何言語、行動或行為，無論有意或無意，均會導致閣下就因此引起的所有損失或損害向醫結承擔責任。閣下須採取所有必要的預防措施來維持上述密碼及個人識別代碼的機密性。閣下謹同意及承認，任何人士(無論是否經閣下授權)用該等密碼及個人識別代碼來使用服務將構成並視為閣下本身使用服務。倘若發生任何實際或可能未經授權使用該等密碼及個人識別代碼的情況，閣下須立即通知醫結，並隨即向醫結書面確認上述情況。在醫結收到該等書面確認前，閣下無權向醫結提出索償，且須就醫結因使用任何服務(無論是否經閣下授權)而遭受的所有損失及賠償向醫結承擔責任。

閣下承認並同意，醫結的唯一職責僅在於核實密碼及個人識別代碼，且醫結無須：

1. 當有關故障是直接或間接因本公司無法控制的情況或事件造成承擔閣下或任何其他人士因未能透過各種電子傳送渠道作出或執行指示或履行有關該等指示的任何義務而遭受的任何損失或損害；或
2. 承擔閣下或任何其他人士因以正確的密碼及/或個人識別代碼透過各種電子傳送渠道提供的指示而遭受的任何損失或損害。

閣下承認，鑑於互聯網的性質，本公司無法保證就任何服務對個人識別資料、內容或其他資料進行的任何傳輸均完全安全可靠。透過使用及獲取任何服務及願及獲取及使用該等服務，閣下承認本公司保安聲明中所載本公司所採納的保安功能足以滿足閣下的所有目的。

7. 用戶行為

透過網站刊登及接達之任何內容，無論公開刊登或私下傳輸，均屬提供該等內容的人士之責任。此即表明，提供內容之人士，而非醫結，須對其透過服務上載、刊登、以電子郵件發送、提供或以其他方式傳輸之內容承擔全部責任。醫結並不控制透過服務刊登的內容，因此並不保證該等內容的準確性、完整性及質量，透過服務接駁內容的用戶均知悉並承認，如此使用服務可能會使他們接觸令人不快、有傷風化及令人反感之內容。在任何情況下，醫結均不會以任何方式對任何內容或，包括但不限於任何內容中的任何差錯或遺漏、或因使用透過服務而刊登、以電子郵件發送、提供或以其他方式傳輸的任何內容而遭受的任何損失或損害承擔責任。

閣下承諾不使用服務作以下用途：

1. 上載、刊登、以電子郵件發送、提供或以其他方式發送閣下無權（無論是所有權，合約權或托管權）傳輸的或非法、有害、威脅性、污蔑性、騷擾性、欺騙性、誹謗性或在其他方面令人反感的任何內容；
2. 透過使用任何服務傳輸虛假或偽造的內容來假冒任何人士或實體；
3. 上載、刊登、以電子郵件或以其他方式發送、提供或以其他方式傳輸違反任何所有權或知識產權（包括但不限於任何一方的專利、商標、商業秘密、版權）的任何內容；
4. 上載，刊登、以電子郵件發送、提供或以其他方式傳輸任何未經准許之廣告、宣傳材料、「垃圾郵件」、「濫發郵件」、「連鎖信」、「層壓式計劃」或以其他方式招攬業務，惟經本公司明確准許者可除外；
5. 上載，刊登、以電子郵件或以其他方式發送含有軟件病毒或足以干擾、損壞或限制本網站及/或電腦軟件或硬件或相關電訊設施之其他電腦編碼、文檔或程式之內容；
6. 干擾或中斷服務、伺服器或藉以提供服務之網絡，或未能遵守此等網絡之要求、程序、政策或規定；及
7. 收集或儲存其他用戶之個人識別資訊。

閣下承認醫結並無義務事先對內容進行篩選，但醫結有權（但沒有義務）自行酌情決定拒絕或刪除可透過服務提供之任何內容。在不影響上述權利的前提下，醫結有權刪除其認為違反條款及條件或其認為在其他方面欠妥的內容。閣下承諾及同意會評估及承擔與使用任何內容相關之所有風險，包括倚賴假定該等內容之準確性、完整性及實用性之風險。就此而言，閣下承認不可以倚賴由醫結創作或提交予醫結之任何內容，包括但不限於聊天室、論壇、拍賣網站及電子購物商場及服務之其他任何部份所包含之資訊。

閣下承諾不使用服務作以下用途：

1. 符合法律程序；
2. 執行其權利；或
3. 對聲稱任何內容違反第三方權利作出回應，有合理需要須保留或披露內容，則醫結可保留或披露有關內容。

8 · 商品

由第三方在網站上提出、介紹或提及之所有商品、產品或服務（「商品」）及所有公共服務，均並非由本公司提出及提供。閣下不得以任何方式倚賴醫結，以判定透過網站所提供平台可接達有關此等商品及/或公共服務之任何資訊的準確性及可靠性。購買、收購或獲取該等商品及/或公共服務之合約，須於閣下及出售、提出、或提供此等商品或服務之第三方（包括提供公共服務的香港特別行政區政府）之間達成。醫結並非該等合約之一方，而僅是提供一個平台，藉以提供公共服務或促成商務活動及/或線上

支付。本公司強烈建議閣下在達成任何（線上或線下）交易前，須對上述第三方進行閣下認為必要或合適之任何調查。因此，醫結並針對任何可獲取性、品質式對具體目的的適用，沒有作出及/或否認任何明示或暗示之表述及保證，亦無在執行或從事與該等商品及/或公共服務相關事務過程中作出任何暗示之保證。倘若因在本網站或透過本網站提出、介紹、提及或提供之商品及/或公共服務引致任何損失，包括但不限於與此等商品及/或公共服務之不能獲得、使用、不能使用、運行或不能運行有關而引致的獲取替換商品或服務之成本、利潤損失、資料損失或任何直接、間接、特殊、懲罰性、懲戒性或後果性損失，醫結均無須承擔責任，且無論於任何情況下均無須為任何賠償負責。

倘購買或獲取任何在或透過網站提供、介紹或提及的商品或公共服務時，任何網上付款在本公司提供的付款平台上進行（儘管本文其他規定），則醫結概不對閣下進行之任何網上付款就以下原因蒙受的任何損失或損壞（包括間接及後果性損失及損壞）承擔任何責任，包括：

1. 有關銀行及/或第三者貿易商用於處理信用卡/簽賬卡/智能卡的付款通道傳輸或其他方便付款的體系傳達的任何資訊或任何訊息發生任何故障、延誤、中斷、暫停、或傳輸限制
2. 從上述付款通道傳達的任何資訊或訊息發生任何錯誤或遺漏，
3. 此等付款通道的任何故障、功能故障或失效及
4. 由其引發或與之有關的任何事項。

9 · 退貨/退款政策

本網站於一般情況下並不接受閣下退貨/退款的要求，但若閣下於本網站購買的產品/服務與本網站之客觀描述完全不符合，（當中並不包括對產品/服務的個人評價及觀感、人為損毀產品）本網站將提供退貨/退款服務，唯必須受以下條款約束：

1. 客觀描述指本網站撰寫的一切有關產品/服務的資訊性描述，並不包括所有個人觀感與評論之描述，個人觀感與評論僅屬參考性質，有關與本網站之個人觀感與評論不符而要求退貨/退款的要求，本網站一概不受理；
2. 閣下必須於購買成功及結束當日起七天內聯絡本網站要求退貨/退款，逾期者恕不受理；
3. 產品包裝及配件必須完好無缺，或服務必須未被使用，若查核屬人為損毀/已使用，本網站概不提供退貨服務；及
4. 閣下必須提供確切資料證明產品/服務並不符合本網站之客觀描述。

10 · 一般產品/服務使用條款

閣下於本網站購物後，閣下將會收到由本網站寄出的確認通知電郵，轉賬成功後，購物紀錄便會儲存於閣下在本網站建立的帳戶內，閣下可於該產品/服務兌換的限期前，依據產品/服務的指示兌換服務。

除特別聲明外，所有服務均受以下使用條款及細則規限：

1. 服務需於指定有效期內享用；
2. 服務不能兌換現金及找贖；
3. 如有任何爭議，商戶將保留更改此優惠之權利而毋須作事前通知及保留行使此優惠之最終決定權。

11. 資訊公開披露

閣下在發送任何內容、其他資訊或個人識別資訊前，請檢查閣下是否在本網站的公共領域進行發送。倘閣下在公共領域進行發送，則表明閣下承認自願發送該等內容及：

1. 只要閣下選擇繼續在本網站登載該等內容，則醫結獲授予全球性免費特許權去進行複製、修改、調整及公佈該等內容；及
2. 任何人均可使用該等內容，在用戶之間用於互發郵件或聊天，或將閣下介紹給其他用戶。閣下自願在公共領域提供的所有該等內容均不得視為由醫結收集。

12. 賠償保證

倘若醫結及其附屬公司、聯屬公司、行政人員、代理人、品牌共同所有者或其他合作夥伴及僱員因：

1. 閣下的作為或不作為而違犯該等條款及條件，
2. 閣下使用任何服務，或
3. 閣下透過服務提交、公佈或傳輸的內容、其他資訊或個人識別資訊，而招致任何索償、訴訟、損壞、損失、及負債，

閣下同意作出賠償或為其進行辯護或使其免受損失。

13. 不得轉售服務

閣下承諾不會為任何商業目的複製、轉錄、拷貝、出售、轉售服務、服務應用或服務使用之任何部份或以其他方式進行利用。

14. 服務之修改

醫結有權在任何時候及不時修改或暫時或永久性終斷服務（或其任何部份）而無須發出通知。閣下同意醫結概不就服務之任何修改、暫停或中斷對閣下或任何第三方承擔責任。

15. 與廣告客戶進行的交易

閣下與在網站刊登廣告的第三方或透過服務找到的其他方進行的通訊，業務交易，或參與他們的推銷，包括與該等交易有關的付款及有關貨物或服務交收，及任何其他條款、條件、擔保或聲明，均僅為閣下與該等第三方之間進行。閣下同意醫結概不對任何該等交易或在本網站刊載之任何廣告所造成的任何種損失或損壞負責或承擔任何責任

16. 連接

本網站載有與萬維網其他網站或網頁的連接，該等連接並非由醫結保持或控制，因此醫結對此概不承擔任何責任。當閣下啟動任何該等連接時，閣下離開本網站及接駁該等網站或網頁之風險均由閣下自行承擔，醫結概不對載於或從該等網站或網頁獲取之任何內容、廣告、產品或其他資料承擔責任。閣下進一步承認及同意醫結概不對使用或倚賴載於或透過任何該等網站或網頁獲得的任何該等內容、貨物或服務所造成或聲稱造成或與之有關的任何損壞或損失直接或間接負責或承擔責任。

17. 無線通訊渠道

就無線通訊渠道的傳遞渠道而言，閣下承認設有使用服務功能的指定無線通訊配件僅提供接駁若干互聯網地址，及閣下僅能查看本公司之指定軟件所支持的格式文件，及若干“Pop Up”視窗可能未能獲支持。閣下理解及承認對其手提電話（包括所載的硬件及軟件）作出變更、重新配置或任何行為可能會導致上述設計發生變動及導致服務中止或不能使用。

閣下理解及承認，醫結並非有關無線通訊配件的生產商或提供無線上網的服務商。在任何情況下，醫結將不會就：

1. 有關無線通訊配件或個人電腦使用或無法使用服務；
2. 有關無線通訊配件或個人電腦連繫或無法連繫無線通訊渠道；
3. 任何與使用或無法使用有關無線通訊配件及／或個人電腦及／或任何無線上網服務有關的事項；
4. 任何無論是否由服務導致有關無線通訊配件及／或個人電腦上的資料損毀或損失，附上任何直接、間接、事故性、特殊、後果性或懲戒性損失

承擔責任。

18. 豁免擔保

閣下清晰理解及同意：

1. 閣下自行承擔使用服務的風險。在法例許可範圍內，醫結明確豁免任何種類之所有明示或暗示保證，包括但不限於有關適銷性、適用於特殊用途及不侵權的暗示保證。
2. 醫結並不保證
 - i. 服務將滿足閣下的要求，
 - ii. 服務將不會中斷、及時、安全或無錯誤，
 - iii. 使用服務可能獲得的結果將為準確或可靠，
 - iv. 閣下透過服務購買或獲取之任何內容或商品的質量將符合閣下的預期，及
 - v. 任何軟件的任何錯誤將得到更正。
3. 透過使用服務下載或以其他方式獲得的任何內容均由閣下酌情決定及承擔風險，閣下將對下載任何該等內容所導致的閣下電腦系統及/或無線通訊系統的任何損毀或資料損失自行承擔責任。
4. 閣下從醫結或透過或自服務獲得之任何口頭或書面意見或資訊，均不得構成在條款及條件內未明示闡明之保證。

19. 責任限制

閣下清晰理解及同意，在法律許可的範圍內，倘若因：

1. 使用或不使用服務；
2. 因透過或從服務購買或獲取的任何內容、其他資訊或服務或接收的訊息或訂立的交易而導致須購買替代貨物及服務的費用；
3. 未經授權使用或變更閣下傳輸的資料或個人識別資料；
4. 任何第三方就任何服務之聲明或行為；或
5. 與服務有關的任何其他事項

所導致之直接、間接、事故性、特殊、後果性或懲戒性損失（包括但不限於溢利、商譽、使用、資料損失或其他無形損失），醫結將無須承擔任何責任。

醫結對用戶就服務，儘管本文的規定，倘仍有承擔的責任，僅限於有關的交易金額或招致的直接損毀（以較小者為準）。

20. 知識產權及版權代理人

醫結遵守版權法並希望用戶遵守該等法例。未經授權複製、散佈、修改及公開展示版權作品屬於侵犯版權所有者權利的行為。閣下使用服務的條件

之一，為閣下須同意將不會使用本網站侵犯他人的知識產權。倘收到任何有關用戶使用本網站侵犯他人版權或其他知識產權的通知，醫結有權終止該等用戶的登記。倘醫結收獲任何涉及用戶使用本網站侵犯他人版權的通知，醫結將對此進行調查。

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21. 規管法律

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22. 可分割性

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本中文譯本僅供參考之用，倘若中、英文本之文義有異，應以英文原文為準。