

TERMS AND CONDITIONS

1. GENERAL

- 1.1** This document is published to provide the terms and conditions for the usage of the Services inclusive of online payment services ("**Terms and Conditions**").
- 1.2** The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.
- "**Bank**" means Your financial service provider for online payment transactions;
- "**KPJ Hospital**" / "**Us**" / "**We**" / means participating hospital under KPJ group of hospitals;
- "**KPJ**" means KPJ Healthcare Berhad;
- "**KPJ TeleMedicine**" means online consultation for existing registered patients with KPJ Hospital who are already under KPJ Hospital consultant's care;
- "**Payment**" means all payment that is made before engagement of the Services;
- "**Services**" means various healthcare/telehealth services such as online consultation KPJ TeleMedicine and other online offer(s) on the website offered by the KPJ Hospital;
- "**Website**" means a platform owned by the KPJ Hospital where the Services are being offered ;
- "**Wellness Package**" means health and wellness services including mental wellness consultation at the KPJ Hospital;
- "**You**" / "**Your**" / "**User**" means any natural or legal person who is visiting the Website by entering the domain name in any internet browser.
- 1.3** By visiting the Website, You are bound by these Terms and Conditions and any other binding document as decided by the KPJ Hospital. You are requested to read them carefully before accepting the same and moving forward to accessing the Website. If You do not agree with these Terms and Conditions, You should cease using the Website immediately.
- 1.4** The use of the Website by You is solely governed by these Terms and Conditions and any other terms or policies published by Us.
- 1.5** You will be subject to the rules, guidelines, policies, terms, and conditions as applicable to any service that is provided by this Website, and they shall be deemed to be incorporated into these Terms and Conditions and shall be considered as part and parcel of these Terms and Conditions. We hold the sole right to modify these Terms and Conditions without prior permission from You or informing You.

2. TERMS AND CONDITIONS

2.1 KPJ TELEMEDICINE

- 2.1.2** This KPJ TeleMedicine is ONLY for existing registered patients with KPJ Hospital who are already under KPJ Hospital's consultant's care and as part of continuation care of service for patient.
- 2.1.3** A consent form is required to be completed by You before a KPJ Telemedicine can be initiated.
- 2.1.4** The legal guardians and/or next of kin are allowed to request on behalf of the patient if the patient is unable to do so.

2.2 WELLNESS PACKAGE

- 2.2.1** All Wellness Package(s) offered is open for purchase to the public for persons between the age of 18 to 65 years old.
- 2.2.2** Any Wellness Package(s) purchased shall be redeemable only for the Services specified and shall only be available for redemption at the selected KPJ Hospital within six (6) months from the purchase date subject to Clause 2.2.5.
- 2.2.3** Any Wellness Package(s) purchased cannot be combined with any other voucher, discount or promotional offer unless otherwise specified.
- 2.2.4** Any Wellness Package(s) purchased may contain additional terms and conditions on the Website that are to be read as in addition to these Terms and Conditions. In the event of any inconsistency between the Wellness Package terms and these Terms and Conditions, the Wellness Package(s) terms on the Website shall prevail.
- 2.2.5** All services redeemable by Wellness Package(s) purchased are subject to availability. KPJ Hospital does not guarantee that the services redeemable by Wellness Package(s) purchased will be available at Your preferred date and time.
- 2.2.6** A representation on the Website that the Wellness Package will be available over a range of dates does not preclude You from being required to make an appointment to redeem the Wellness Package. Any appointment must be made at least **3 working days in advance**.

3. TERMS OF THE PAYMENT

3.1 KPJ TELEMEDICINE & WELLNESS PACKAGE

- 3.1.1** In the event You use the Website for the Services, You shall be required to make Payment as stated in the payment page at the time of usage.
- 3.1.2** For KPJ Telemedicine, it has a minimal upfront consultation fee with the KPJ Hospital's consultant which is not inclusive of any prescription of medication.
- 3.1.3** In the event that medication(s) is prescribed by a KPJ Hospital's consultant following a KPJ TeleMedicine and You wish to procure the medication, You shall be required to pay for the medication(s) separately in accordance to KPJ Hospital's payment instruction.
- 3.1.4** You may choose any online payment services available at the Website for purchase of the Services.
- 3.1.5** After confirming your order and successful Payment, You shall receive a receipt with an order code at which point a legally binding contract in relation to the Services that You have ordered shall come into existence between You and the KPJ Hospital, as the case may be.
- 3.1.6** While You are using the online payment services available on the Website, We shall not be responsible or liable for any losses or damages arising directly or indirectly in whatsoever manner to You due to:
 - 3.1.6.1** Lack of authorization for any transaction(s), or
 - 3.1.6.2** Any online transaction issues arising out of the transaction, or
 - 3.1.6.3** Decline of transaction for any other reason(s); or
 - 3.1.6.4** Excess of the preset limit mutually agreed by You and Bank(s) or any financial service provider, or
 - 3.1.6.5** Additional charges that may be incurred due to Foreign Exchange if a non-Malaysian issued card is used; or
 - 3.1.6.6** Any fee incurred due to Your use of credit card in connection with any payments here under and any taxes, imposed by any government entity in respect of the Services.

4. CANCELLATIONS AND REFUNDS

4.1 KPJ TELEMEDICINE

- 4.1.1** KPJ Hospital may, at its sole and absolute discretion, allow rescheduling or cancellations or refunds on Services purchased, on a case-by-case basis.
- 4.1.2** RESCHEDULING –
 - (a) Rescheduling (by You) – The request for rescheduling can be made four (4) hours before the scheduled appointment time.
 - (b) Rescheduling by (KPJ Hospital) – The request for rescheduling can be made four (4) hours before the scheduled appointment time. A suitable time shall be given by the KPJ Hospital upon agreement with You.
- 4.1.3** CANCELLATION –
Cancellation by You or by KPJ Hospital – Any request for full or partial refund shall be at the sole and absolute discretion of KPJ Hospital and will be subjected to a transaction or payment gateway or online payment charges where it will be deducted during the refund process. You may opt to keep the Payment to offset for future Services utilisation.
- 4.1.4** MISSED APPOINTMENT –
In the event that You missed the appointment and/or failed to access KPJ TeleMedicine due to technical error (either by KPJ Hospital/You) or for any reasons acceptable by the KPJ Hospital, You will be communicated via phone call or email or text message by KPJ Hospital's clinic receptionist within 24 (twenty four) hours.
- 4.1.5** In the event of rescheduling or cancellation (by KPJ Hospital), You will be notified by KPJ Hospital's clinic receptionist through a phone call or email or text messages.
- 4.1.6** Any request for full or partial refund shall be at the sole discretion of KPJ Hospital and will be subjected to a transaction or payment gateway or online payment charges where it will be deducted during the refund process.

4.2 WELLNESS PACKAGE

- 4.2.1** All transactions once completed cannot be redeemed for cash, cancelled, exchanged, or refunded under any circumstances.
- 4.2.2** All Wellness Package(s) are offered subject to availability. No requests for refunds, cancellation, or exchanges of any kind will be entertained.
- 4.2.3** KPJ Hospital reserves the right to cancel and reschedule Your appointment or booking. Except as required by law, KPJ Hospital will not be held liable for such events and are not liable to reimburse You for any traveling, accommodation or other loss or expenses suffered or incurred by You or any other person due to any cancelled or rescheduled appointment or booking.
- 4.2.4** In the event where KPJ Hospital has cancelled the appointment, You may request for refunds, but such refunds (if any) shall be at the sole discretion of KPJ Hospital and will be subjected to a transaction or payment gateway or online payment charges where it will be deducted during the refund process.

5. MISCELLANEOUS

5.1 TELEMEDICINE

Please provide details of any queries or comments by contacting 03-7717 3000 or by sending an e-mail to appointment@kpjdamansara2.com

5.2 WELLNESS PACKAGE

Please provide details of any queries or comments by contacting 03-7717 3000 or by sending an e-mail to d2marcomm@kpjdamansara2.com