

BIMA HEALTH SERVICES - TERMS OF USE

YOUR USE OF THE BIMA HEALTH SERVICES BY TELEPHONIC CALL, SMS OR THROUGH ANY OTHER MEANS, IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS IN THESE TERMS OF USE. BY REQUESTING A DOCTOR'S CONSULTATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS SERVICE.

1. Services Provided:

BIMA connects individuals with participating licensed physicians (the "Providers") in real time via telephone for the purpose of participating in a health care consultation. BIMA also provides other types of administrative services and information ("Services"). BIMA does not provide medical care or practice medicine or any other licensed profession, and BIMA does not interfere with the practice of medicine or other licensed profession by Providers. The Services do not include the provision of medical care by BIMA. Rather, BIMA enables access to Providers who have agreed to provide patient care to Customers using BIMA's Services. The Providers reserve the right to deny care for actual or potential misuse of the Services.

2. Use of BIMA mobile health Services is NOT FOR EMERGENCIES:

BIMA's Services are NOT for use for medical EMERGENCIES or urgent situations. If you are in an emergency, you should visit your nearest emergency room/doctor. You must not delay your visit to the emergency room in anticipation of obtaining medical advice from a Provider through BIMA.

3. Relationship with your Primary Care Physician:

Your interaction with the Providers through the Service is not intended to replace your relationship with your existing Primary Care Physician or be your permanent medical access point. You should seek emergency help or follow-up care when recommended by a Provider or when otherwise needed and continue to consult with your Primary Care Physician and other health care professionals as recommended.

The Providers may refer you back to your Primary Care Physician when:

- You have a condition deemed as an emergency or life-threatening situation.
- A further review of your clinical condition is needed.
- A further review of your medications is needed.
- You have developed side effects or do not tolerate medication previously prescribed.
- "Red Flags" are raised in your clinical condition – needs urgent reevaluation.

4. Healthcare providers and patient care

- All Providers who are listed on the BIMA Health platform will have been screened through and verified by the Medical Board to ensure only qualified medical professionals are listed.
- All registered medical professionals (RMP) listed on the BIMA Health platform are registered with the Malaysian Medical Council (MMC) for doctors and Malaysian Nursing Board for nurses and have a valid practising certificate.

- Only gazetted specialists listed on the National Specialist Register (NSR) shall be listed as a specialist.
- All RMPs shall practice telemedicine in accordance with the MMC's Code of Professional Conduct and Ethical Code & Guidelines.
- Save for physical examination, the standard of practice of telemedicine should not be any lower than physical medical practice.
- Prescription of medicine and laboratory testing shall be only done by a doctor.
- RMPs shall take full responsibility and take proactive steps to protect their login credentials and are not used by any other party other from themselves.

5. Prescription of Medicine

- BIMA has a strict prescribing policy developed and vetted by the Medical Board in ensuring safe and ethical prescribing of medicine.
- To acquire medication through BIMA, patients are required to consult a Provider (doctor) on the Health platform.
- If a Provider does prescribe a medication, he/she will comply with the BIMA Prescription Policy and all applicable laws and will only prescribe a medication as determined appropriate in his/her sole discretion and professional judgment. BIMA does not guarantee that a provider will issue a prescription.
- Providers cannot guarantee the availability of the medicine in your city/area.
- You agree that any prescriptions that you acquire from a Provider shall be solely for your personal use.
- You agree to read fully and carefully all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.
- In ensuring the safe practice of medicine, the doctor shall always:
 - a. Gather and assess the general condition of the patient as much and complete as possible before making a prescription.
 - b. Always prescribe safely and practice ethically.
 - c. Ensure that their prescription is valid and complete with patient's details.
 - e. Not prescribe medications for life threatening or emergency conditions as the role of telemedicine is not to manage emergency conditions.
 - f. Limit prescriptions for a top-up to a maximum of 3 months.
 - g. Refer the patient to a physical doctor and NOT to continue prescribing if a patient has not seen a physical doctor for a duration of more than 3 months.
 - h. No prescription shall be given for sedative or psychotropic drugs.
 - i. Be judicious on the use of antibiotics and guided by the latest Malaysian National Antimicrobial Guidelines.
 - j. Prescription of antibiotics by a Provider is allowed under the following conditions:
 - i. Lost prescription - picture of a valid physical prescription is produced by a patient, Provider may re-prescribe the medication on the portal without making any changes. Prescription must be dated no more than 7 days old.
 - ii. In the event where the patient needs a top-up to complete a course of antibiotics (eg: an additional 3 more days to complete a course of 7 days).
 - iii. Antibiotics needed for continued disease prophylaxis (eg: penicillin prophylaxis for Chronic Rheumatic Heart Disease).
 - iv. For clinical conditions the Provider is confident can be treated without a physical examination.

6. Informed Consent

Telemedicine is the delivery of health care services using interactive audio and/or video technology, where the patient and Provider are not in the same physical location. During your telemedicine consultation with a Provider, details of your medical or health history and personal health information may be discussed using interactive audio, video, and/or other telecommunications technology, and the Provider may perform a physical exam through these technologies. Depending on your medical or health history and/or specific complaint, you may be asked to provide information through other electronic means and verify your identity with a national identity card or other legal document.

7. Limitations of Tele-Medicine:

Among the benefits of BIMA's Service is improved access to health care professionals and convenience. However, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to:

- a) Telemedicine is NOT meant for medical emergencies. Providers shall ensure that their practice of telemedicine does not involve any emergency or life-threatening situations.
- b) In some instances, the information transmitted may be of insufficient quality to allow for appropriate medical or health care decision making by the Provider (i.e., poor call quality, poor resolution of images, etc.). In this case, you may be referred to your primary physician.
- c) Delays in evaluation or treatment could occur due to failure of the electronic equipment.
- d) In some instances, a lack of access to all your medical records and incomplete disclosure by the patient may result in adverse drug reactions or allergic reactions.
- e) Although the electronic systems we use will incorporate networks and software security protocols and every effort will be made to protect the privacy and security of health information, no electronic system (irrespective of how advanced it may be) can guarantee one hundred percent protection.

By accepting these terms of use you acknowledge that you understand and agree with the following:

- You understand that you may expect the anticipated benefits from the use of telemedicine in your care, but that no results can be guaranteed or assured.
- You understand that you are fully responsible to visit an emergency room if you feel your situation is urgent.
- You understand your Provider, in his or her sole discretion and professional judgment, may determine that telemedicine services are not appropriate for some, or all your treatment needs and, accordingly, may elect not to provide telemedicine services to you through BIMA.