

Terms of Use

Welcome to the website of the Bupa Dental Centre (Hong Kong). The terms “we”, “us”, “our” and “ours” when used in these Terms of Use mean Quality HealthCare Medical Services Limited and its holding company, subsidiaries, affiliate and related companies. The terms “you”, “your” and “yours” when used in these Terms of Use mean any user of this website.

References to “Quality HealthCare Group” or “our Group” in these Terms of Use mean Quality HealthCare Medical Services Limited (“QHMS”) and its holding company, subsidiaries, affiliate and related companies.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THIS WEBSITE.

1. Agreement

1.1 By accessing this website, you agree to be bound by these Terms of Use. You also acknowledge that you have read and understood the terms of our Group’s Privacy Policy Statement and that you agree with it. The Privacy Policy Statement is hereby incorporated into and made part of these Terms of Use. Access to and use of this website and the information, materials, products and services available through this website are subject to all applicable laws and regulations and to these Terms of Use.

1.2 Note that additional terms and conditions will apply to other services of the Group which are accessible on this website. These terms are posted in connection with the applicable services. Any such terms are in addition to these Terms of Use, and in case of a conflict, prevail over these Terms of Use.

1.3 These Terms of Use, our Group’s Privacy Policy Statement and the special terms and conditions which are hereby incorporated as if set forth fully herein, represent the complete agreement between you and us concerning your use of this website.

1.4 We may from time to time make changes to these Terms of Use without notice to you. The latest Terms of Use will be posted on this website, and you should always review these Terms of Use prior to using this website to ensure that you have a current understanding of the Terms of Use under which you are permitted

to access this website. If you cannot access the Terms of Use via the Internet, we can provide a copy of the most recent Terms of Use to you by e-mail or facsimile upon request. You will be legally bound by the updated or amended Terms of Use from the first time that you use this website after we put the changes on-line.

1.5 Note that nothing on this website constitutes an invitation or offer by QHMS or any of its subsidiaries to invest or deal in securities or shall be relied upon in connection with any investment decision.

2. Corporate Member's Account (where applicable)

2.1 If you are a member of specific service/program provided by us to our corporate clients' staff/eligible persons, you may login your corporate member's account ("Member's Account") and access the relevant web pages on this website with the designated login name and password provided to you by us through our relevant corporate clients.

2.2 As your login name and password are the means by which we identify you and by which you may access your Member's Account on this website, you should keep them secure. You are fully responsible for all activities that occur under your login name and password, whether by you or by anyone else using your identity. You agree to notify us immediately if you suspect that your login name and password have been used by a third party.

3. Data Privacy (where applicable)

Any personal data (as defined in our Group's Privacy Policy Statement) you supply to us when you use this website will be used in accordance with our Group's Privacy Policy Statement.

4. Your Obligations (where applicable)

4.1 You agree to use this website for personal and non-commercial use only and shall not post or transmit through the website 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 through this website any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. We

reserve the rights from time to time, without notice, to access your Member's Account or to observe and record your access to and use of this website to determine if you are complying with these Terms of Use.

4.2 You agree to comply with all applicable laws, statutes, ordinances and regulations ("Applicable Laws") regarding your use of this website. You recognize the global nature of the Internet and you understand that the Applicable Laws may be of a jurisdiction other than your own and you agree that compliance with Applicable Laws is your sole responsibility. We recommend that you seek legal advice on your own account if you are not sure what Applicable Laws comprise.

4.3 You agree that you shall at all times provide true and accurate details in all registration/application/enquiry forms you submitted to us on this website.

4.4 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 of Use and/or your use of this website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right to assume exclusive defence and control of any such claim or action.

5. Modifications to Service

We reserve the right at any time to modify or discontinue, temporarily or permanently, this website 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 this website or any part thereof.

6. Links to Third Party Websites

We may provide links to other sites or resources maintained by unrelated companies and persons ("Linked Site(s)"). 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 remains 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.

7. No Medical / Dental or Healthcare Advice

Any medical / dental or healthcare information provided by us on this website is for reference or educational purposes only and we do not warrant that such information will meet your health or medical / dental requirements. Furthermore, our website is NOT intended for use in diagnosing or treating medical / dental or health conditions, and is NOT a substitute for qualified professional medical / dental or healthcare advice and should not be treated as such. You should always seek advice from a qualified medical / dental professional or other healthcare service provider with any questions you may have regarding a medical / dental or health condition.

8. Disclaimers and Limitation of Liability

8.1 This website provides general information about the Quality HealthCare Group and its various services and activities. Whilst we have endeavored to provide such information, features or other content on this website current as at the date of publication and accurate, they are provided without warranties or representation of any kind (express or implied). In particular, no warranty or representation, express or implied, regarding accuracy, adequacy, completeness, timeliness, non-infringement, reliability, freedom from computer virus, security, merchantability or fitness for a particular purpose, that materials on this website are appropriate or available for use in any other jurisdictions is given in conjunction with such information, material or service. You agree that your use of this website is entirely at your own risk and it is your responsibility to evaluate the accuracy and completeness of all information, statements, opinions and other material on this website or any Linked Sites.

8.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE QUALITY HEALTHCARE GROUP 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 THIS WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER AGREE THAT THE QUALITY HEALTHCARE GROUP 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 ON OR THROUGH THIS WEBSITE.

8.3 Without limiting to any other provision of these Terms of Use, to the extent that any liability cannot be excluded, the entire liability of the Quality HealthCare Group is limited to the re-supply of the unsatisfactory services provided herein.

8.4 Nothing in these Terms of Use shall exclude or limit the liability of the Quality HealthCare Group for:-

- (a) death or personal injury caused by negligence;
- (b) fraud;
- (c) misrepresentation as to a fundamental matter; and
- (d) any liability which cannot be excluded or limited under Applicable Law.

9. Intellectual Property

All information, data, text, music, sound, photographs, graphics, software, video, messages or other materials displayed on or available through this website (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 may only download and print the Content for the use specified herein or for your personal and non-commercial use. You have no rights in or to the Content. Except as expressly provided herein, you may 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.

10. Termination

We may terminate your access to and use of all or part of this website with or without notice to you.

11. Law & Jurisdiction

11.1 This website is controlled by QHMS from its offices in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Access to, or use of, this website or information, materials, products and/or services on this website 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.

11.2 These Terms of Use and all matters relating to your access to, and use of information on this website 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.

12. General Provisions

12.1 If any provision of these Terms of Use 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 of Use and shall not affect the validity and enforceability of any remaining provisions.

12.2 Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers by us must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by us of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

12.3 Notices served in relation to these Terms of Use shall be in writing and may be served by post or e-mail.

12.4 In these Terms of Use, unless the context otherwise requires:-

- (a) the heading used in these Terms of Use are for convenience only and shall not in any way affect the construction or interpretation hereof;
- (b) words and expressions importing the singular include the plural and vice versa;
- (c) words and expressions importing one gender include both genders and the neuter; and
- (d) references to paragraphs, are references to paragraphs in these Terms of Use.

13. Contacting us

13.1 If you have any questions regarding these Terms of Use or any other consumer

or technical matters, you may contact us by writing to Quality HealthCare Group , 3/F, Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong or by e-mailing us at info@qhms.com or by calling our Customer Service Hotline at 8301 8301. We will endeavor to respond promptly to all communications.