

Subscription For CLINIQ community-based mobile and online platform service

Parties To This Agreement

This agreement is made between Cliniq Network Solutions Sdn Bhd (1308375-M), a community-based aesthetics and cosmetics beauty online platform, (hereinafter referred to as "**CLINIQ**" or "**Us**" or "**We**"), incorporated under the Companies ACT 2016 and having a business address at A-2-7, Plaza Dwitasik, Bandar Sri Permaisuri, 56000 Kuala Lumpur. And the Subscriber, (hereinafter referred to as the "**Subscriber**" or "**You**"), whose particular as stated below, where CLINIQ will provide community-based mobile and online platform service (hereinafter referred to as the "Services") to the Subscriber.

Subscriber Particulars

Constitution:	Clinic	
Business Name:	Cliniq HDB	
Registration Number:	114565-V	
Address:	282 - 286 Jalan Ampang	
Postal Code / City:	50450	Kuala Lumpur
State / Country:	Kuala Lumpur	Malaysia
Contact Number:	Work: 8945894562	Mobile: 8945894562
Email Address:	udaykiran.vedicsoft@gmail.com	
Subscription Plan:		

By accepting this agreement, I confirm that all data that I have provided are all true, up-to-date and accurate.

<input type="checkbox"/> I/We understand and agree to the terms and conditions to this agreement.	<input type="checkbox"/> I/We, the above named (hereinafter referred to as the Subscriber) am/are agreeable to the terms and conditions of use of the CLINIQ community-based online platform service provided by Cliniq Network Solutions Sdn Bhd
David Boon	David Boon
Name: David Boon	Name: David Boon
Date:	Date:
Position: Marketing Director	Position: Marketing Director
Affix Company Stamp	Affix Company Stamp

For and on behalf of

**Cliniq Network Solutions Sdn Bhd
(1308375-M)**

Electrically signed and dated on 12/19/2019 15:09

This is an electronically signed legal document.
No signature is required.

RECITALS

WHEREAS:

A. **Cliniq** owns and operates the Application (hereinafter defined) and permits the licensed clinic who may subscribe to the services provided by **Cliniq** more specifically described in **Section 3 of Appendix A** annexed hereto (hereinafter referred to as the “**Services**”) based on terms and conditions of usage as defined in the said online platform.

B. The Subscriber is the licensed clinic formed for the purpose of provision of aesthetic/cosmetic treatments or services more specifically described in **Section 4 of Appendix A** annexed hereto (hereinafter referred to as the “**Clinic**”).

C. Whereas, the Subscriber is desirous of entering into an agreement with **Cliniq** for the provision of the Services upon the terms and conditions as set forth in this Agreement.

WHEREBY IT IS AGREED as follows: -

1. DOCUMENT DEFINITIONS

1.1 “**Application(s)**” refers to both internet-based online access and services as well as mobile application access and services created by **Cliniq** for the Users.

1.2 “**Subscription Fee**” refers to the sum more specifically described in **Section 5 of Appendix A** annexed hereto immediately payable to **Cliniq** along with the Setup Fee (hereinafter defined) that was initially waived by the Subscriber if the Subscription is terminated before the end of the Subscription Period (hereinafter defined).

1.3. “**Subscriber’s Content**” refers to all text, files, images, graphics, illustrations, information, data (including Personal Data), audio, video, photographs and other content and material in any format, provided by the Subscriber or the Users that reside in, or run on or through, the Services Environment, a copy of which the Subscriber may have retained.

1.4 “**Confidential Information**” refers to the User’s Name, Contact Number, Email address, Residential / Commercial Mailing Address, Residents’ business-related information and other private information, some of which may not be generally shared with the public and/or is subject to the Personal Data Protection Act 2010.

1.5 “**CLINIQ Programs**” refers to the software products owned or licensed by **Cliniq** to which **Cliniq** grants the Subscriber access as part of the Subscription, which may include any program updates provided as part of the Subscription. The term “**Cliniq Programs**” does not include separately licensed third-party technology.

1.6 “**Payment Gateway Services**” refers to Applications that permit payments to be made by the Users.

1.7 “**Services Environment**” refers to the software components owned, licensed or managed by **Cliniq** to which **Cliniq** grants the Subscriber and Users access as part of the Subscription which the Subscriber ordered. As applicable and subject to the terms and conditions of this Agreement, **Cliniq Programs**, Third Party Content, and the Subscriber’s Content will be hosted at **Cliniq**’s hosting server.

1.8 “**Subscription**” or “**Service Specifications**” means the descriptions as stated above in the Services more specifically described in **Section 3 of Appendix A** annexed hereto or such other additional or lesser specification that may be added or reduced upon the Subscriber’s request after the additional payment is received by **Cliniq** and other descriptions referenced or incorporated in such descriptions.

1.9 “**Subscription Period**” refers to the period of time for which the Services shall be available and/or rendered, more specifically described in **Section 7 of Appendix A** annexed hereto.

1.10 “**Third Party Content**” refers to all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third-party sources and made available to the Subscriber through, within, or in conjunction with the Subscriber’s use of, the Subscription which includes advertisements. Examples of Third-Party Content include data feeds from social network services, rich site summary (RSS) feeds from blog posts, and data libraries and dictionaries, renovation services adverts, etc.

1.11 “**Users**” refers to those who must be aged over eighteen (18) years old and have full legal capacity to (or have authorization from their legal guardian) use the Subscription in accordance with this Agreement.

1.12 “**Service Fee**” refers to fees collected every time a User makes a payment through CLINIQ Payment Gateway Services at the subscriber’s clinic by **CLINIQ**. This fee is to help **CLINIQ** operate the CLINIQ Program, marketing, and advertising expenses and other related costs incurred by **CLINIQ**. The Service Fee includes the credit card processing charges incurred, more specifically described in **Section 8 of Appendix A** annexed hereto.

1.13 “**CLINIQ Rebate Program**” is a monetary incentive that rewards subscribers' clinic which achieves a total Accumulated Monthly Transaction Amount more specifically described in **Section 9 of Appendix A** annexed hereto. This amount will be transferred to the subscriber’s registered bank account by the end of the following month.

2. TERMS OF AGREEMENT

2.1 By accepting this Agreement, either indicating your acceptance or by executing a Subscription that references this Agreement, you agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "You" or "Your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the services.

2.2 This Agreement is valid for the Subscription Period as provided in **Section 7 of Appendix A**.

2.3 Save and unless earlier suspended or terminated in accordance with this Agreement, expiration of this Agreement is by way of written notice from the Subscriber to **Cliniq** no less than sixty (60) days before the end of the Subscription Period, failing which the next Subscription Period will be automatically renewed on a yearly basis.

2.4 You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide the credit card

information to Us, You hereby, authorize Us to charge such credit card for all **Services** listed in the Subscription Plan for the initial subscription term and any renewal subscription term(s) as set forth in herein. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Subscription Plan. If the Subscription Plan specifies that payment will be by a method other than a credit card, we will invoice You in advance and otherwise in accordance with the relevant Subscription Plan. Unless otherwise stated in the Subscription Plan, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3. RIGHTS GRANTED

3.1 For the duration of the term of this Agreement and subject to the Subscriber's payment obligations, and except as otherwise set forth in this Agreement, the Subscriber has the non-exclusive, non-assignable, royalty-free, worldwide limited right to access and use the Subscription that the Subscriber ordered, including anything developed by **Cliniq** and delivered to the Subscriber as part of the Subscription, solely for the Subscriber's internal business operations and subject to the terms of this Agreement, including the Subscription Specifications. The Subscriber may allow the Users to use the Subscription for this purpose and the Subscriber is responsible for the Users' compliance with this Agreement.

3.2 The Subscriber does not acquire under this Agreement any right or license to use the Subscription in excess of the scope and/or duration of the Subscription. Upon the end of the Subscription, the Subscriber's right to access and use the Subscription will terminate.

3.3 In order to enable **Cliniq** to provide the Subscriber and the Users with the Subscription, the Subscriber must grant **Cliniq** the right to use, process and transmit, in accordance with this Agreement on the Subscriber's Content for the entire duration of the Subscription Period.

4. OWNERSHIP AND RESTRICTIONS

4.1 The Subscriber shall retain all ownership and intellectual property rights in and to the Subscriber's Content. **Cliniq** or its licensors retain all ownership and intellectual property rights to the Subscriptions, including **Cliniq Software**, and derivative works thereof, and to anything developed or delivered by or on behalf of **Cliniq** under this Agreement.

4.2 The Subscriber may not, or cause or permit others to:

- a) remove or modify any program markings or any notice of **Cliniq's** or its licensors' proprietary rights;
- b) make the programs or materials resulting from the Subscription (excluding the Subscriber's Content) available in any manner to any third party for use in the third party's premises or business operations (unless such access is expressly permitted for the specific Subscription the Subscriber has acquired);
- c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Subscription (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Subscription in order to build or support, and/or assist a third party in building or supporting, products or Subscription competitive to **Cliniq**;
- d) perform or disclose any benchmark or performance tests of the Subscription, including the **Cliniq Programs**, without **Cliniq's** prior written consent;
- e) perform or disclose any of the following security testings of the Services Environment or associated infrastructure without **Cliniq's** prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or

penetration testing; and

f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Subscription, **Cliniq Programs**, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.

4.3 The rights granted to the Subscriber under this Agreement are as follows: -

a) except as expressly provided herein, no part of the Subscription may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and

b) The Subscriber shall make every reasonable effort to prevent unauthorized third parties from accessing the Subscription.

5. SERVICE SPECIFICATIONS

5.1 The Subscription is subject to and governed by the Service Specifications. The Client may request for additional features to be added on to the earlier agreed Service Specifications during the Subscription Period or any renewal Subscription Period and the fees for the additional features will be prorated and billed accordingly.

5.2 The Subscriber acknowledges that the use of the Subscription in a manner not consistent with the Subscription Specifications may adversely affect the Subscription performance and/or may result in additional fees. If the Subscription permits the Client to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then the Client will be responsible for promptly purchasing additional quantity to account for the Client's excess usage.

6. USE OF THE SUBSCRIPTION

6.1 The Subscriber is responsible for identifying and authenticating all Users, for approving access by such Users to the Subscription, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords, and account information. **Cliniq** is not responsible for any harm caused by the Users, including individuals who were not authorized to have access to the Subscription but who were able to gain access because usernames, passwords or accounts were not terminated in a timely basis in the Subscriber's local identity management infrastructure or the Subscriber's local computers. The Subscriber is responsible for all activities that occur under the Subscriber and the Users' usernames, passwords or accounts or as a result of the Subscriber or the Users' access to the Subscription and agree to notify **Cliniq** immediately of any unauthorized use.

6.2 The Subscriber agrees not to use or permit the use of the Subscription, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including the Subscriber's Content, for any purpose that may:

a) menace or harass any person or cause damage or injury to any person or property

b) involve the publication of any material that is false, defamatory, harassing or obscene,

c) violate privacy rights or promote bigotry, racism, hatred or harm,

d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters;

e) constitutes an infringement of intellectual property or other proprietary rights, or

f) otherwise violate applicable laws, ordinances or regulations. The Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Subscriber's Content. The Subscriber agrees to defend and indemnify **Cliniq** against any claim arising out of a violation of the Subscriber's obligations under this

clause.

6.3 The Subscriber is required to accept all patches, bug fixes, updates, maintenance and service packs (hereinafter collectively referred to as “**Patches**”) necessary for the proper function and security of the Subscription, including for the **Cliniq Programs**, as such Patches are generally released by **Cliniq**. **Cliniq** will do all things necessary to the best of its abilities to ensure the proper function and security of the Subscription for the comfortable use and enjoyment of the Subscriber.

6.4 **Cliniq** shall endeavor to fulfill its obligations under **Clause 6.3** above by providing its dedicated assistance and support to the Subscriber, more specifically described in **Section 8 of Appendix A** annexed hereto (hereinafter respectively referred to as the “**Support Hours**” and “**Support Method**”).

6.5 **Cliniq** reserves the right to impose subscription fees based on the sales performance of the Subscribers.

7. CREDITS PROGRAM

7.1 The Subscriber will be offered a credit program named as **Partner Loyalty Credit (PLC)** of 10% to Users upon the successful payment for services or products provided by the Subscriber through the platform’s payment gateway (Android, iOS and web app), the credit is to be used in the next transaction in other days at the same partner clinic or the branch to offset the bill partly or fully for services or products. The Credit given has a validity period of 6 months from the month of the treatment date unless otherwise informed by the platform in any form of communication such as email. The Clinic cannot refuse Users to utilize the Partner Loyalty credits at their premises.

7.2 **Cliniq Reward Credit** (hereinafter referred as “**CRC**”) will be rewarded to Users upon successful registration with Cliniq, The CRC can be used and must be accepted by all the Subscribers, it is to be used to offset partly of the treatment fees based on the terms and conditions stated under the CRC. The cost of CRC is borne by **Cliniq** and the credit has an expiry period.

7.3 **Referral Credit** (hereinafter referred as “**RC**”) Users will earn RC when they refer a friend who has successfully register with Cliniq., the RC can be used and must be accepted by Subscriber, it is to be used to offset partly of the treatment fees based on the terms and conditions stated under the RC. The cost of RC is borne by **Cliniq** and the credit has an expiry period.

7.4 **Cliniq** may issue **Promo Code** (hereinafter referred as “**PC**”) from time to time to promote and stimulate demand, the PC can be used and must be accepted by Subscriber, PC can be used to offset partly of the treatment fees in addition to the CRC and RC based on the terms and conditions stated under the PC. The cost of PC is borne by **Cliniq** and the credit has an expiry period.

7.5 **Cliniq** may issue **Gift Card Credit** (hereinafter referred as “**GCC**”) to any users who purchase the non-refundable treatment credits, the credit is treated as a form of payment and must be accepted by subscriber, it is to be used to offset fully or partly of the treatment fees in conjunction with the CRC, RC and PC based on the terms and condition stated under the GCC. **Cliniq** will reimburse the amount used minus the service fees to the Subscriber, the amount of GCC used will entitle the customer to earn the PLC; GCC has no expiry period;

7.6 Subscriber must accept all kinds of credits and discount which costs are borne by the **Cliniq**, the costs will be offset by the service fees.

8. PROCEDURE

8.1 Doctor that carries out the treatment procedure must be licensed and listed on **Cliniq Program**; it is the sole responsibility of the Subscriber if doctors that perform the treatment procedure are not listed in **Cliniq Program**.

8.2 It is the sole responsibility of Subscriber to update their profile for any change of details of their doctor/s and provide the relevant documents to **Cliniq** before the doctor is listed on **Cliniq Program**, in the case of additional doctor is made available.

8.3 The Subscriber is advised to follow all the necessary Standard Operation Procedure and consent form must be signed by the User before any treatment or procedure is being performed, it is the sole responsibility of the Subscriber in the case of any dispute.

8.4 The Subscriber must follow proper treatment protocol as recommended by their respective authorized supplier and/or manufacturer when performing any treatment or procedure on the User.

8.5 The Subscriber must use genuine and original products only.

9. SERVICE FEES AND TAXES

9.1 **Cliniq** will charge a service fee (hereinafter referred to as “**Service Fees**”) of 12% based on the final amount paid by first-time Users who uses the CRC, after which the Service Fees is charged based on the monthly tiers as stated in Section 9 of Appendix A herein.

9.2 Service Fees will be charged on each transaction based on the tier and will be rebated at the end of each month if the Service Fees collected by **Cliniq** is higher than what is collectible.

9.3 The Service Fees charged shall be based on the final billing amount after all discounts excluded from the GCC. The Subscriber **Annual Commitment Service Fees** is **RM6,000 (SIX THOUSAND MALAYSIA RINGGIT)**, **Cliniq** will chargeback the Subscriber for the shortfall amount if the annual Service Fees collected by **Cliniq** is less than the annual commitment Service Fees. The calculation of the Service Fees is started from the date of the subscriber's profile is listed until 31st December and will be prorated accordingly by calendar month. **Cliniq** has the right to deactivate the Subscriber's listing if such shortfall amount is not paid within thirty (30) days from the invoice date. The annual commitment service fees are subject to change accordingly with written notification either through email or SMS. All Service Fees payable to **Cliniq** are non-refundable.

9.4 All fees payable to **Cliniq** are due as per the agreed payment terms in this Agreement. Where and when duly arising, the Subscriber will pay any applicable sales tax, goods, and services tax or other similar taxes imposed by applicable law that Cliniq must pay based on the Services that the Subscriber ordered.

9.5 All Service Fees paid to **Cliniq** are non-refundable, under no circumstance will We provide any refunds for any payments made to **Cliniq**.

10. SUBSCRIPTION PERIOD; END OF SERVICES

10.1 Subscription provided under this Agreement shall be provided for the Subscription Period above mentioned unless earlier suspended or terminated in accordance with this Agreement.

10.2 If termination of the Subscription is done by the Subscriber before the end of the Subscription Period, the Subscription Fee and Service Fees will not be refunded to the Subscriber.

10.3 Upon the end of the Subscription, the Subscriber no longer has the right to access or use the Subscription, including the associated **Cliniq** Programs. At the end of the Subscription Period, and except as may be required by law, **Cliniq** will delete or otherwise render inaccessible any of the Subscriber's Content and Third-Party Content that remain in the Services Environment.

10.4 **Cliniq** may temporarily suspend the Subscriber's password, account, and access to or use of the Subscription if the Subscriber or the Users violate any provision within this Agreement, or if in **Cliniq**'s reasonable judgment, or any component thereof are about to suffer a significant threat to security or functionality. **Cliniq** will provide advance notice to the Subscriber of any such suspension in **Cliniq**'s reasonable discretion based on the nature of the circumstances giving rise to the suspension. **Cliniq** will use reasonable efforts to re-establish the affected Subscription Period promptly after **Cliniq** determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. Any suspension or termination by **Cliniq** under this clause shall not excuse the Subscriber from the Subscriber's obligation to make payment(s) under this Agreement.

10.5 If either party breaches a material term of this Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Subscription under which the breach occurred. If **Cliniq** terminates the Subscription as specified in the preceding sentence, the Subscriber must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for non-payment of fees, the non-breaching party may agree at its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. The Subscriber agrees that if the Subscriber is in default under this Agreement, the Subscriber may not use any of that Subscription ordered.

10.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

10.7 The Subscriber agrees that **Cliniq** is permitted to publish and promote products and services of Subscriber on the online platform as part of the Services. **Cliniq** is also permitted to send both print and electronic newsletters to Subscriber, including upon and subsequent to the lawful termination or expiration of this Agreement. **Cliniq** is further permitted to contact Subscriber to provide support and also introduce value-added services to them, including upon and subsequent to the lawful termination or expiration of this Agreement.

11. NON-DISCLOSURE

11.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another (hereinafter referred to as "**Confidential Information**"). The Parties agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this

Agreement, the Subscriber's Content residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

12. PERSONAL DATA PROTECTION

12.1 In performing the Services, **Cliniq**, and the Subscriber will comply with the Personal Data Protection Act 2010.

13. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

13.1 **Cliniq** warrants that it will perform the services as described in and in accordance with the Subscription Specifications. If the Services provided to the Subscriber are not performed as warranted, the Subscriber must promptly provide written notice to **Cliniq** that describes the deficiency in the Services.

13.2 **Cliniq** does not guarantee that: -

- a) the Services will be performed error-free or uninterrupted, or that **Cliniq** will correct all Services errors,
- b) the Services will operate in combination with content, or with any other hardware, software, systems or data not provided by Cliniq, and
- c) the Services will meet the Subscriber's requirements, specifications or expectations. The Subscriber acknowledges that **Cliniq** does not control the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. **Cliniq** will not be responsible for any delays, delivery failures, or other damage resulting from such problems. **Cliniq** is not responsible for any issues related to the performance, operation or security of the Services that arise from the Subscriber's Content or Third-Party Content. **Cliniq** does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of Third-Party Content, and disclaims all liabilities arising from or related to Third Party Content.
- d) **Cliniq** is not responsible for any issues related to the performance, operation, quality or security of the products and services of third parties that are utilised by the Users and the Users as a result of learning about the products and services of such third parties from the Services, and thereafter upon ordering, purchasing and / or renting of the products and services of the said third parties through the Services and / or directly and / or through other means. **Cliniq** does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of the products and services of the said third parties and disclaims all liabilities arising from or related to the use of the products and services of the said third parties.

13.3 For any breach of the Services warranty, the Subscriber's exclusive remedy and **Cliniq's** entire liability shall be the correction of the deficient Services that caused the breach of warranty, or, if **Cliniq** cannot substantially correct the deficiency in a commercially reasonable manner, the Subscriber may end the deficient Services and **Cliniq** will refund to the Subscriber the fees for the terminated Services that the Subscriber pre-paid to **Cliniq** for the period following the effective date of termination.

13.4 To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

14. LIMITATION OF LIABILITY

14.1 Neither party shall be liable for any indirect, incidental, special, punitive, or consequential

damages, or any loss of revenue or profits (excluding fees under this Agreement), data, or data use. **Cliniq**'s maximum liability for all damages arising out of or related to this Agreement, whether in contract or tort, or otherwise, shall in no event exceed, in the aggregate, the total amounts of Subscription Fees except for Service Fees actually paid to Cliniq for the Services that is the subject of the claim in the twelve (12) month period immediately preceding the event giving rise to such claim less any refunds or credits received by the Subscriber from **Cliniq** under such order.

15. INDEMNIFICATION

15.1 Subject to the terms of this Clause 15 (Indemnification), if a third party makes a claim against either the Subscriber or **Cliniq** (hereinafter referred to as the "**Recipient**" which may refer to the Subscriber or **Cliniq** depending on which party provided the Material (hereinafter defined), that any information, design, specification, instruction, software, service, data, hardware, or material (hereinafter collectively referred to as "**Material**") furnished by either the Subscriber or **Cliniq** (hereinafter referred to as the "**Provider**" which may refer to the Subscriber or **Cliniq** depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:-

- a) notifies the Provider promptly in writing, not later than thirty (30) days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b) gives the Provider sole control of the defense and any settlement negotiations; and
- c) gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

15.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects **Cliniq**'s ability to meet its obligations under the relevant order, then **Cliniq** may, at its option and upon thirty (30) days prior written notice, terminate the order.

15.3 The Provider will not indemnify the Recipient if the Recipient: -

- a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Subscription Specifications,
- b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or
- c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. **Cliniq** will not indemnify the Subscriber for any portion of an infringement claim that is based upon the combination of any Material with any products or Subscription not provided by **Cliniq**.

15.4 **Cliniq** will not indemnify the Subscriber: -

- a) for any portion of an infringement claim that is based upon the combination of any Material with any products or Subscription not provided by **Cliniq**;

- b) to the extent that an infringement claim is based on Third Party Content or any Material from a third party Application or other external sources that are accessible to the Subscriber within or from the Subscription (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.);
- c) for infringement caused by the Subscriber actions against any third party if the Subscription as delivered to the Subscriber and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights; and
- d) for any intellectual property infringement claim(s) known to the Subscriber at the time Subscription rights are obtained.

15.5 The term “**Material**” defined above does not include separately licensed third-party technology. Solely with respect to separately licensed third-party technology that is part of or is required to use the Subscription and that is used: -

- a) in unmodified form;
- b) as part of or as required to use the Subscription; and
- c) in accordance with the usage grant for the relevant Subscription and all other terms and conditions of this Agreement, **Cliniq** will indemnify the Subscriber for infringement claims for separately licensed third party technology to the same extent as **Cliniq** is required to provide infringement indemnification for Materials under the terms of the Agreement.

15.6 This **Clause 15** provides the parties’ exclusive remedy for any infringement claims or damages.

16. THIRD-PARTY WEBSITES, CONTENT, PRODUCTS, AND SERVICES

16.1 The Subscription may enable the Subscriber to link to, transmit the Subscriber’s Content to, or otherwise access, other Websites, content, products, services, and information of third parties. **Cliniq** does not control and is not responsible for such Web sites or any such content, products, services, and information accessible from or provided through the Subscription, and the Subscriber bears all risks associated with access to and use of such Web sites and third-party content, products, services, and information.

16.2 Any Third-Party Content made accessible by **Cliniq** in or through the Services Environment is provided on an “as-is” and “as available” basis without any warranty of any kind. Cliniq reserves the right to take remedial action if any such content is objectionable, unlawful or otherwise violates applicable restrictions under Clause 6.2 of this Agreement, including the removal of, or disablement of access to such content.

16.3 The Subscriber acknowledges that:

- a) the nature, type, quality, and availability of Third-Party Content may change at any time during the Subscription Period, and
- b) features of the Subscription that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (hereinafter each or collectively referred to as a “Third Party Service”), depend on the continuing availability of such third parties’ respective **Application Programming Interfaces** (hereinafter referred to as “**APIs**”) for use with the Subscription. **Cliniq** may update, change or modify the Subscription under this Agreement as a result of a change in, or unavailability of, such Third-Party Content, Third-Party Services or APIs. If any third-party ceases to make its Third-Party Content or APIs available on reasonable terms for the Subscription, as determined by Cliniq in its sole discretion, **Cliniq** may cease providing access to the affected Third-Party Content or Third-Party Services without any liability to the Subscriber. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Subscription Period does not affect the Subscriber’s obligations under this Agreement, and the Subscriber will not be entitled to any refund, credit

or other compensation due to any such changes.

17. FORCE MAJEURE

17.1 Neither party shall be responsible for failure or delay in performance if caused by an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. This Clause does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Subscriber's obligation to pay for the Subscription.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement is governed by the substantive and procedural laws of Malaysia and the Subscriber and **Cliniq** agree to submit to the exclusive jurisdiction of, and venue in, the courts of Kuala Lumpur in any dispute arising out of or relating to this Agreement.

19. NOTICE

19.1 Any notice required under this Agreement shall be provided to the other party in writing. If the Subscriber has a dispute with **Cliniq** or if the Subscriber wishes to provide a notice under this Agreement, or if the Subscriber becomes subject to insolvency or other similar legal proceedings, the Subscriber will promptly send written notice to **A-2-7, Plaza Dwtasik, Bandar Sri Permaisuri, 56000 Kuala Lumpur, Malaysia**

19.2 In order to request the termination of Subscription in accordance with this Agreement, the Subscriber must submit a service request to **Cliniq** at the address specified in **Section 2 of Appendix A** annexed hereto.

19.3 **Cliniq** may give notices applicable to **Cliniq**'s customer base by means of a general notice on the **Cliniq** for the Subscription Services, and notices specific to the Subscriber by electronic mail to the Subscriber's e-mail address on record in **Cliniq**'s account information or by written communication sent by first-class mail or pre-paid post to the Subscriber's address on record in **Cliniq**'s account information.

20. ASSIGNMENT

20.1 The Subscriber may not assign this Agreement or give or transfer the Subscription (including the **Cliniq Programs**) or an interest in them to another individual or entity. If the Subscriber grants a security interest in any portion of the Subscription, the secured party has no right to use or transfer the Subscription or any deliverables.

21. PAYMENT GATEWAY SERVICES

21.1 The Users may use the Payment Gateway Services provided by **Cliniq** for their bill payments. **Cliniq** determines the Payment Gateway Services provider that integrates with the Applications. **Cliniq** will charge a fee for bill presentment and online payment options which will be payable by the User (unless agreed otherwise). The fees chargeable (applicable fees) will be indicated on the payment page of **Cliniq**.

21.2 Payments collected by the Payment Gateway Services provider will be paid to the bank

account of the Subscriber after deducting the applicable fees. A separate agreement may be required to be executed by the Subscriber with the Payment Gateway Services provider as and when informed by **Cliniq**.

22. INVOICING AND PAYMENT

22.1 Subscriber must verify the payment transaction status through payment notification with payment ID after the user has made the payment, the notification is normally received within 2 minutes. The notification is the only proof that the payment has been successfully made. Under any circumstances that if the user has left the Subscriber's premise without the confirmation of payment through the notification and the payment cannot be subsequently retrieved, **Cliniq** will not be responsible for the non-payment.

22.2 Easy payment plan if made available, credit/debit card transaction fees are to be borne by **Cliniq** or shared with the Subscriber with rate mentioned and agreed in advance.

22.3 Subscriber is not allowed to manipulate by splitting one single treatment fee for multiple rating and review from the same customer, **Cliniq** has the absolute right to deactivate the subscriber's listing without any notice.

22.4 Subscriber is not allowed to split the total treatment fees to reduce the Services Fees payable to **Cliniq**, **Cliniq** has the right to deactivate the Subscriber's listing without any notice.

23. OTHERS

23.1 **Cliniq** is an independent contractor and the parties hereto agree that no partnership, joint venture, or agency relationship exists between each other. **Cliniq** is an online community or marketplace that offers online directory service with enhanced features to connects clinics, consumers, distributors and societies and facilitate the effective communication between parties. Each party will be responsible for paying its own employees, including employment-related taxes and insurance. The Subscriber shall defend and indemnify **Cliniq** against liability arising under any applicable laws, ordinances or regulations related to the Subscriber's termination or modification of the employment of any of the Subscriber's employees in connection with any Subscription under this Agreement. The Subscriber understands that **Cliniq's** business partners, including any third-party firms retained by the Subscriber to provide consulting services or applications that interact with the Subscription, are independent of Cliniq and are not **Cliniq's** agents. **Cliniq** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Subscription as a **Cliniq** subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as **Cliniq** would be responsible for **Cliniq's** resources under this Agreement.

23.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

23.3 The Subscriber shall obtain at the Subscriber's sole expense any rights and consents from third parties necessary for the Subscriber's Content and Third Party Content, as well as other vendor's products provided by the Subscriber that the Subscriber uses with the Subscription, including such rights and consents as necessary for **Cliniq** to perform the Subscription under this Agreement.

23.4 The Subscriber agrees to provide **Cliniq** with all information, access and full good faith cooperation reasonably necessary to enable **Cliniq** to provide the Subscription and the

Subscriber will perform the actions identified in this Agreement as the Subscriber's responsibilities.

23.5 **Cliniq** may audit the Subscriber's use of the Subscription to assess whether the Subscriber's use of the Subscription is in accordance with this Agreement. The Subscriber agrees to cooperate with **Cliniq**'s audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with the Subscriber's normal business operations. The Subscriber agrees to pay within 30 days of written notification any fees applicable to the Subscriber's use of the Subscription in excess of the Subscriber's rights. If the Subscriber does not pay, **Cliniq** can end the Subscriber's Subscription. The Subscriber agrees that **Cliniq** shall not be responsible for any of the Subscriber's costs incurred in cooperating with the audit.

23.6 The Subscriber has to provide all their doctors' Annual Practicing Certificate to **Cliniq** before the clinic's and doctor's profile listing is made available online and must provide the renewal license within 30 days after obtaining the renewal certificate. **Cliniq** has the absolute right to deactivate the listing if the license is not provided within the stipulated period.

23.7 The Subscriber hereby authorizes **Cliniq** to carry out a due diligent check before the listing is available online.

23.8 The Subscribers shall not force nor influence any Users to give rating and review on the treatment on the treatment they have received from the Subscribers.

23.9 **Cliniq** will be providing the facility of appointment booking and mechanism to follow through the appointment. However, it is not the responsibility of **Cliniq** in the case of the User not turning up for the appointment.

24, ENTIRE AGREEMENT

24.1 This Agreement is complete in its entirety between the Parties involved. This Agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

25. SEVERANCE

25.1 If one or more of these Terms are found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of this Agreement (which will remain valid and enforceable).

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APPENDIX A
(which shall be deemed as an essential part of this Agreement)

SECTION	DESCRIPTION	PARTICULARS	
1	Agreement Date:		
	Commencement Date:	12/19/2019	
2	Description of the Subscriber:	Name: David Boon	
		282 - 286 Jalan Ampang Kuala Lumpur Kuala Lumpur 50450 Malaysia	
3	Services (Subscription of Services Specifications):	User Module	
		The features of both modules are interchangeable where indicated as such. Cliniq Network Solutions Sdn Bhd (Company No. 1308375-M) may add new features or remove existing features from the Services at its sole discretion.	
4	Description of Site:	Type of Premise: Clinic	
5	Subscription Fee:	6,000.00	
6	Subscription Period:	One (1) year from the Commencement Date	
7	Support Hour:	Monday to Friday, 9am to 5pm (Save and except on Public Holidays)	
	Support Method:	Email: support@cliniq.solutions Phone: +603-27146246	
8	Service Fee:	12%	
9	Service Fees Tier:	Accumulated Monthly Transaction Amount	Service Fees Rate
		Less than RM5,000	0%
		RM5,001 to RM10,000	1%
		More than RM10,000	2%