

MOBILAB2U Terms And Conditions

These Terms of Use (“**Terms**”) govern your use of the websites and mobile applications provided by ‘MOBILE HEALTHCARE ENTERPRISE’ (or referred to as “**us**”) (collectively the “**Platforms**”). Please read these Terms carefully. By accessing and using the Platforms, you agree that you have read, understood and accepted the Terms available on the Platforms or available by hyperlink. If you do not agree or fall within the Terms, please do not use the Platforms.

The Platforms may be used by (i) natural persons who have reached 18 years of age and (ii) corporate legal entities, e.g companies. Where applicable, these Terms shall be subject to country-specific provisions as set out herein.

Users below the age of 18 must obtain consent from parent(s) or legal guardian(s), who by accepting these Terms shall agree to take responsibility for your actions and any charges associated with your use of the Platforms and/or delivery of services. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Platforms immediately.

MOBILE HEALTHCARE reserves the right to change or modify these Terms at any time. You are strongly recommended to read these Terms regularly.

1 STARBEES DELIVER SDN BHD

1.1 Depending on which Platform you access and use, these Terms form the contract between you and the following entities: MOBILE HEALTHCARE ENTERPRISES and MOBILAB2U.

1.2 Through our Platforms, we provide healthcare-focused medical test services on an on-demand and scheduled basis where applicable. When you place an order for our services, our Service Provider acts as an agent on our behalf to facilitate, visit and deliver the said services within a reasonable or scheduled timeframe. All of our tests will be processed by our Vendors- third-party labs, who would then relay the test results to you within a reasonable or stipulated timeframe.

1.3 For customer support, you may reach out to us via email at mobilab2u@gmail.com or through our in-app customer support chat feature or direct contact our customer service at **+601116841990**

1.4 MOBILAB2U thus has a Platform through which customers can request the purchase of services provided by MOBILAB2U and its partners.

1.5 MOBILAB2U intends to put healthcare at the fingertips of its customers- ie making health checks, and regular tests more accessible and convenient to help build an healthier population.

1.6 Our service providers are qualified, vetted medical professionals who work on on MOBILAB2U partner platform. When they wish to provide test services, they log on to the MOBILAB2U platform and undertake an order based on geo-proximity that is to be carried out within a reasonable or scheduled time.

2 How to become a User

2.1 You will need to register for a MOBILAB2U account for you to use the Platform. When you register for a MOBILAB2U account we will ask you to provide your personal information including a valid email address, a mobile phone number, your home address (or any address applicable for the purchase of our services) and a unique password. To purchase an Order, depending on which payment method you opt for, you may need to provide us with your credit card details. Your unique password should not be shared with anyone and you agree to keep it secret at all times. You are solely responsible for keeping your password safe. Save for cases of fraud or abuse which are not your fault, you accept that all Orders placed under your MOBILAB2U account are your sole responsibility.

2.2 MOBILAB2U shall not be liable for Service Orders that are incomplete due to incomplete, incorrect or missing information provided by you. You are obliged to provide information that is complete, accurate and truthful for the proper processing of the Order, including your delivery address and contact information.

2.3 If you wish to delete your MOBILAB2U account, please send us an email requesting the same. We may restrict, suspend or terminate your MOBILAB2U account and/or use of the Platforms, if we reasonably believe that : someone other than you (unauthorised persons) is using your MOBILAB2U account; or where you are suspected or discovered to have been involved in any activity or conduct that is in breach of these Terms, our policies and guidelines, or involved in activity or conduct which we deem in our sole discretion to be an abuse of the Platforms.

3 Restrictions

3.1 Activities Prohibited on the Platforms

The following is a non-exhaustive list of the types of conduct that are illegal or prohibited on the Platforms. MOBILAB2U reserves the right to investigate and take appropriate legal action against anyone who, in MOBILAB2U's sole discretion, engages in any of the prohibited activities. Prohibited activities include, but are not limited to the following:

3.1.1 using the Platforms for any purpose in violation of local, state, or federal laws or regulations;

3.1.2 posting any content that infringes the intellectual property rights, privacy rights, publicity rights, trade secret rights, or any other rights of any party;

3.1.3 posting content that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by MOBILAB2U in its sole discretion or pursuant to local community standards;

3.1.4 posting content that constitutes cyber-bullying, as determined by MOBILAB2U in its sole discretion;

3.1.5 posting content that depicts any dangerous, life-threatening, or otherwise risky behavior;

3.1.6 posting telephone numbers, street addresses, or last names of any person;

3.1.7 posting URLs to external websites or any form of HTML or programming code;

- 3.1.8 posting anything that may be construed as “spam,” as determined by STARBEES in its sole discretion;
- 3.1.9 impersonating another person when posting content;
- 3.1.10 harvesting or otherwise collecting information about others, including e-mail addresses, without their consent;
- 3.1.11 allowing any other person or entity to use your identification for posting or viewing comments;
- 3.1.12 harassing, threatening, stalking, or abusing any person on the Platforms;
- 3.1.13 Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Websites, or which, in the sole discretion of MOBILAB2U, exposes MOBILAB2U or any of its customers, partners, or any other parties to any liability or detriment of any type; or
- 3.1.14 encouraging other people to engage in any prohibited activities as described herein.
- 3.2 MOBILAB2U reserves the right but is not obligated to do any or all of the following:
 - 3.2.1 investigate an allegation that any content posted on the Platforms does not conform to these Terms and determine in its sole discretion to remove or request the removal of the content;
 - 3.2.2 remove content which is abusive, illegal, or disruptive, or that otherwise fails to conform with these Terms;
 - 3.2.3 suspend or terminate a user’s access to the Platforms or their MOBILAB2U Account upon any breach of these Terms;
 - 3.2.4 Monitor, edit, or disclose any content on the Platforms; and
 - 3.2.5 Edit or delete any content posted on the Platforms, regardless of whether such content violates these standards.

4 Intellectual Property

All trademarks, logos, images, and service marks, including these Terms as displayed on the Platforms or in our marketing material, whether registered or unregistered, are the intellectual property of MOBILAB2U and/or third parties who have authorised us with the use (collectively the “Trademarks”). You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify

these Trademarks in any way without our prior express written consent.

The use of MOBILAB2U'S trademarks on any other website not approved by us is strictly prohibited.

5 Restrictions on Services

5.1 Some of the services we offer may, at time to time, be subject to health regulations at the material time. For any such restrictions, MOBILAB2U reserves the right to request further documentation such as referral letters and/or prescription orders in order to carry out the said Services.

6 How to Order

6.1 Where applicable, Orders will include delivery fees and any applicable tax (e.g. goods and services tax, value-added tax, etc.).

6.2 Special Instructions – MOBILAB2U and the Service Providers will reasonably endeavour to comply with your special instructions for an Order. However in some cases where this is not feasible, possible or commercially reasonable, MOBILAB2U and its partners reserve the right to proceed to prepare the Order in accordance with standard operating procedures. Neither MOBILAB2U nor the partners shall be responsible to replace or refund an Order which does not conform to special instructions provided by you.

6.3 Allergies – MOBILAB2U is not obligated to provide an exhaustive list of possible allergies from any substances used in carrying out our services, and hence shall not be held liable any allergy-related adverse reactions following a Test. Should you have any known allergies, please contact us before placing an order.

6.4 Prior to placing the Order

6.4.1 You are required to provide the delivery address in order for the Platform to display the Vendors available in your delivery area.

6.6.2 Once you select a service, you will be taken to that a menu page for you to select and add your tests to the cart.

6.7 Placing the Order

To complete an Order, please follow the onscreen instructions after clicking ‘*Checkout*’. You may be required to provide additional details for us to complete your Order. You are required to review and confirm that all the information you provide, including the amounts, delivery details, personal details, payment information, and voucher codes (if applicable) is true, accurate and complete before you click “*PLACE ORDER*”.

6.8 Cancelling an Order

6.8.1 Please contact us immediately via our in-app customer support chat feature if you wish to cancel your Order after it has been placed. You have the right to cancel your Order provided a service provider has not yet accepted your Order.

6.8.2 Refunds

i. Online Payment Orders

You have the right to a refund for a cancelled Order only if a service provider has not yet accepted your Order. Should you still decide to cancel your Order after it has been accepted by the provider/partner, you understand that no refunds (whether in whole or in part) will be issued to you and you forfeit the delivery of your cancelled Order.

(ii) Cash-on-Delivery Orders

You have the right to cancel your Order only if a service provider has not yet accepted your Order. Should you still decide to cancel your Order after it has been accepted by the service provider, you understand that you shall forfeit the delivery of your cancelled Order and cash-on-delivery may be removed from your list of available payment methods for your future orders.

6.9 MOBILAB2U reserves the right to cancel any Order and/or suspend, deactivate or terminate your MOBILAB2U account in its sole discretion if it reasonably suspects or detects fraudulent behavior or activity associated with your MOBILAB2U account and/or with your order.

7 Prices and Payments

7.1 Prices quoted on the Platform shall be displayed in MYR and subject to applicable tax.

A breakdown of the prices and additional charges are displayed before Checkout. When you place an Order, you agree to all amounts, additional charges and the final '*Total*' amount which is displayed to you.

7.2 Delivery fees are chargeable on every Order unless:

7.2.1 You have a valid promotional or discount voucher and apply it at Checkout; or unless stated otherwise.

7.3 Prices indicated on the Platforms are as at the time of each Order and may be subject to change.

7.4 You can choose to pay for an Order using any of the different payment methods offered on the Platforms including:

7.5 Our payment method: Visa, Mastercard, American Express; FPX; E-wallet; Cash-on-Delivery; or such other payment method we offer from time to time.

7.6 Payment Methods

MOBILAB2U reserves the right to offer additional payment methods and/or remove existing payment methods at anytime in its sole discretion. If you choose to pay using an online payment method, the payment shall be processed by our third party payment service provider(s). With your consent, your credit card / payment information will be stored with our third party payment service provider(s) for future orders. MOBILAB2U does not store your credit card or payment information. STARBEES makes use of the services of third-party partners/vendors for the handling and processing of payments transactions for your purchase on the Platforms and for customer support issues related to these payments such as dispute

management, refunds cancellations and returns, and if applicable, local consumer law matters.

7.7 You must ensure that you have sufficient funds on your credit and debit card to fulfil payment of an Order. Insofar as required, MOBILAB2U takes responsibility for payments made on our Platforms including refunds, chargebacks, cancellations and dispute resolution, provided if reasonable and justifiable and in accordance with these Terms.

8 Delivery Issue

8.1 Delivery Areas

You understand that our service providers operate in specific delivery areas. Charges and speed of service may vary depending on delivery addresses. Delivery areas may expand, shrink or change depending on weather and traffic conditions and situations of force majeure.

8.2 Delivery Time

8.2.1 MOBILAB2U shall deliver your order to the delivery address provided by You. You may choose for your Order to be delivered “ASAP” or scheduled for a specific time. An estimated delivery time will be provided to you, but delivery times shall vary depending on factors that are not controlled by us (e.g. order quantity, distance, time of day (peak periods), weather conditions, traffic conditions, etc.). You can view the remaining delivery time of an order when you click on ‘*My orders*’ on the Platforms. You acknowledge that the delivery time we provide is only an estimate and Orders may arrive earlier or later. To ensure that you do not miss a delivery of an Order, you should ensure that either you or someone is at the delivery location to receive the order once an order is placed.

8.3 Unsuccessful or Failed Deliveries

8.3.1 In cases where we attempt to deliver an Order but we are unable to do so due to the reasons caused by you, including but not limited to:

(i) No one was present or available to receive the Order; or

- (ii) Customer was uncontactable despite attempts to reach the customer via the phone number provided; or
- (iii) Lack of appropriate or sufficient access to deliver the Order successfully;

8.3.2 No-show Cancellations

If you remain uncontactable or fail to receive the Order within ten (10) minutes from the time the Order arrives at your delivery address, MOBILAB2U reserves the right to cancel the Order without refund or remedy to you.

8.4 Wrong Order

Upon receipt of your Order, if you discover that there are issues with your Order (e.g. wrong order) please contact customer support via one of the methods indicated in Clause 1.3 above immediately.

In some cases, MOBILAB2U may request for photographic proof and/or additional information to properly investigate the issue with your Order. If we determine that the Order or services received are not of satisfactory condition or quality, we will compensate you for your Order or parts of your Order.

9 Promotions / Promo Code / Discount

9.1 From time to time, MOBILAB2U may run marketing and promotional campaigns which offer promo codes, discounts, and other promotional offers to be used on the Platforms (“**Vouchers**”). Vouchers are subject to validity periods, redemption periods, and in certain cases, may only be used once.

9.2 Vouchers may not be valid when used in conjunction with other promotions, discounts or other vouchers. Additional terms and conditions may apply to Vouchers.

9.3 Unless otherwise stated, Vouchers can only be used on our Platforms.

9.4 Vouchers cannot be exchanged for cash.

9.5 MOBILAB2U reserves the right to void, discontinue or reject the use of any Voucher without prior notice.

10 Representations, Warranties and Limitation of Liabilities

10.1 Representations and Warranties

10.1.1 You acknowledge and agree that the content on the Platforms are provided on an “as is” and “as available” basis, and that your use of or reliance upon the Platforms and any content, goods, products or services accessed or obtained thereby is at your sole risk and discretion. While MOBILAB2U makes reasonable efforts to ensure the provision of the Platforms and the services we offer, are available at all times, we do not warrant or represent that the Platforms shall be provided in a manner which is secure, timely, uninterrupted, error-free, free of technical difficulties, defects or viruses. Please expect temporary interruptions of the Platform due to scheduled or regular system maintenance work, downtimes attributable to internet or electronic communications or events of force majeure.

10.2.1 Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Platform and/or Services is entirely at your own risk and we shall not be liable therefore.

10.2 Limitation of Liability

To the extent permitted by law, MOBILAB2U (which shall include its employees, directors, agents, representatives, affiliates and parent company) exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our Platforms, our services, and any website linked to our Platforms and any content or material posted on it. Your exclusive remedy with respect to your use of the Platforms is to discontinue your use of the Platforms. The MOBILAB2U entities, their agents, representatives, and service providers shall not be liable for any indirect, special, incidental, consequential, or exemplary damages arising from your use of the Platforms or for any other claim related in any way to your use of the Platforms. These exclusions for indirect, special, consequential, and exemplary damages include, without limitation, damages for lost profits, lost data, loss of goodwill, work stoppage, work stoppage, computer failure, or malfunction, or any other commercial damages or

losses, even if the MOBILAB2U entities, their agents, representatives, and service providers have been advised of the possibility thereof and regardless of the legal or equitable theory upon which the claim is based. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, MOBILAB2U, the MOBILAB2U entities, its agents, representatives and service providers' liability shall be limited to the extent permitted by law.

10.3 Vendor's representations

MOBILAB2U shall neither be liable for actions or omissions of the Vendor nor you in regard to provision of the Goods and where Vendor Delivery applies to your Order. MOBILAB2U does not assume any liability for the quantity, quality, condition or other representations of the Goods and/or services provided by Vendors or guarantee the accuracy or completeness of the information (including menu information, photos and images of the Goods) displayed on the Vendor's listing/offering on the Platform. Nothing in these Terms shall exclude Vendor's liability for death or personal injury arising from Vendor's gross negligence or wilful misconduct.

11 Cancellation, Returns, Refunds and Claims

11.1 The User may cancel an order free of charge until a service provider has accepted it.

11.2 In accordance with the nature of the service offered by MOBILAB2U, the User is aware that, once a Service Provider has voluntarily accepted an order, the execution of the purchase mandate is considered to have started, and the User is therefore no longer entitled to withdraw from the service request free of charge.

11.3 Therefore, if the User cancels an order that has already been assigned to a Service Provider, the Platform will generate a cost of 100% of the basic delivery service by way of cancellation fee to be paid by the User.

11.6 If the Customer has given an incorrect delivery address for the products, he/she may enter a new address at any time provided that it

is within the same city as the original order and within the provider's scope of operation. In such case, the Customer will be ordering a new service and agrees to be charged the appropriate amounts for the new delivery.

11.7 If the address is in a different city from the one originally specified, this may not be modified for delivery in a new city, and the order will be cancelled, with the Customer bearing the resulting costs as provided in this clause.

11.8 MOBILAB2U reserves the right to cancel an order without having to provide a just cause. In the event of cancellation at MOBILAB2U's instance, the User shall be entitled to a refund of the amount paid.

REFUND

11.12 User shall only be able to claim refunds for transactions initiated by User only if Customer have already pre-paid the fees with respect to such transaction. Subject to relevant Merchant's refund policy and in accordance therein, User shall be eligible to get the refund in the following circumstances:

11.13 MOBILAB2U is unable to fulfil the services due to unforeseen circumstances.

11.15 All refunds initiated by MOBILAB2U shall be refunded to the financial source account from which, User have initiated the transaction on the Platform.

13 Personal Data (Personal Information) Protection

You agree and consent to MOBILAB2U and any of its affiliate companies collecting, using, processing and disclosing your Personal Data in accordance with these Terms and as further described in our Privacy Policy. Our Privacy Policy is available via the links on our Platforms, and shall form a part of these Terms.

14 Indemnity

You agree to indemnify, defend, hold harmless MOBILAB2U, its directors, officers, employees, representatives, agents, and affiliates, from any and all third party claims, liability, damages and/or costs

(including but not limited to, legal fees) arising from your use of the Platforms or your breach of these Terms.

15 Termination

MOBILAB2U has the right to terminate, suspend or delete your account and access to the Platforms, including any delivery service we provide to you in respect of an Order, for any reason, including, without limitation, if MOBILAB2U, in its sole discretion, considers your use to be unacceptable, or in the event of any breach by you of the Terms. MOBILAB2U may, but shall be under no obligation to, provide you a warning prior to termination of your use of the Apps.

16 Amendments

MOBILAB2U may amend these Terms at any time in its sole discretion. The amended Terms shall be effective immediately upon posting and you agree to the new Terms by continued use of the Platforms. It is your responsibility to check the Terms regularly. If you do not agree with the amended Terms, whether in whole or in part, you must stop using the Platforms immediately.

17 Severability

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any provision in these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision.

18 Prevailing Language

In the event of a dispute as to the Terms, the English version shall prevail. The English language version of these Terms shall control in all respects and shall prevail in case of any inconsistencies with translated versions.

19 Contact Us

The Company welcomes your questions or comments regarding the foregoing Terms.

Please find us via email at **mobilab2u@gmail.com** or through our in-app customer support chat feature or direct contact our customer service at **+601116841990** or direct find us at register office

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