

Terms and Conditions of Service

These terms and conditions of service ("Terms") is an effective contract. Legally binding between Wiztech Health International Company Limited, juristic person registration no. 0105561132708 which is a limited company established under Thai law ("Wiztech" or "Company") with users (hereinafter referred to in this document as "User" or "You") (Both parties collectively referred to as "User"). "Parties" and either party referred to as the "Parties") in the provision of the Company's services (as shall be further defined) or any part thereof.

This Terms is an important document that you must consider carefully. Users of the Service, please read the Terms. this issue in detail To understand the terms and conditions for the benefit of receiving services from the company

1. Definition

1.1. Except for the text in the Terms In this edition, otherwise, the words and The following statements in these Terms have the meaning as follows:

"Company" means Wiztech Health International Company Limited to

"Services" means all services as set forth in Clause 2 (Scope to Service) of these Terms, whether or not registered for account opening by the User, and whether there is any compensation or No, including but not limited to the following services:
this

- (1) Health data processing system according to
1.1 paragraph one of these Terms
- (2) Referrals to receiving other services under Clause
2.1 paragraph two (a) of these Terms
- (3) Offer for sale of goods according to Article 2.1 paragraph two (b) of these Terms.

"Third party means any person who is not the Company. and service providers, including but not limited to the following persons:

- (1) User in the system as set forth in Article 4.3 of these Terms.
- (2) Principal as specified in Clause 4.4 of these Terms.

"Intellectual Property means patents, petty patents, trademarks Service mark, copyright, fair rights, product design rights or other intellectual property whichever is registered or not

2. Scope of Service

Any other person who is not the Company and service providers, including but not limited to the following persons:

- (1) User in the system as set forth in Article 4.3 of these Terms.
- (2) Principal as specified in Clause 4.4 of these Terms.

Patent, petty patent, trademark Service mark, copyright, fair rights, product design rights or other intellectual property whichever is registered or not

2.1. In providing the company's services [the company will use the information that the service user has provided. It is processed by health data processing systems using artificial intelligence and algorithms. that has been developed to get which provides basic advice on the health of service users ("processing system health information")]

Health data processing systems may also process user data. service provided for the company can provide the following services

(1) pointing out channels or recommending users to receive various services, including but not limited to health examinations, examinations, diagnosis, treatment and therapy and other medical services directly from medical personnel, hospitals, or any other person. ("Referrals to other services") consistent with the user's initial health advice above.

(2) offer for sale any merchandise or product [which is not a drug under the law on drugs] ("offering for sale") in accordance with the preliminary guidance on with the health of the users above

(3) sending information of service users to hospitals, clinics, government or private agencies for facilitating treatment and Policy health planning

(4) Sending information to the Hematology Department (Lab) to coordinate data collection.

(5) Sending information to the health promotion unit

3. Access to services and user accounts

3.1. Before using the service for the first time Users must apply for and register a user account. Using the online method through the website, mobile application (mobile application), sending information or receiving information via [How to run the program] (API) Mobile kiosk or service point Peripheral equipment, accessories specified by the Company or in any other manner that the Company may be established from time to time and the user must indicate that he has accepted all the terms and conditions Applicable to the use of the service (including this Terms), the user will Must provide information as the company will be identified or determined as appropriate, the service user must confirm and verify the identity of the service user in accordance with the rules at the time of inspection according to the company may be established from time to time in order for the Company to provide services The User must provide certain information to the Company and the Company may request for verification and verification of the User's identity as required. necessary and appropriate

3.2. Accessibility or the availability of services to the users is deemed to be at the discretion The Company reserves the right to approve or refuse any user's request to use the service to use the user account to access to the service by the service user

3.3. [The Company has not determined the period of use of the user's account, however, in the event that the user's account has been inactive for a period of time. Consequently for more than 1 year, the user acknowledges and agrees that the Company can cancel or close the user's account of such user's account. As the Company deems appropriate, the Company is not

obliged to notify the User in advance. to sue or use any other right to claim any damages from the Company by virtue of such cause]

4. User Account and Password Management

4.1. The user must follow the methods and procedures that the Company have stated about Creating a user account (User name) and password (Password) of the service user for access. and/or use the service Users may access and use service by logging into the user's account using the user's password (or any other method permitted by the Company occasionally)

4.2. Each user acknowledges that the user's password is confidential and will only be used by the user. The user must not disclose, transfer or give the user's password to any third party. for third parties to use under any circumstances

4.3. In the case of a third party who is not a service user Access the company's services by the user's account and password This includes third parties who receive Assignment from service users to use the company's services On behalf of users, services or third parties accessing the Company's services by user account and User's password without rights or without power ("Users in the system"), the user is responsible for any actions that the user in The system acts as if it was the user's own action, whether such action is in the user's awareness or not, and if the user's actions in the system cause damage to the user service or a third party, the company will not be responsible for any [In the event that the user knows that a third party has accessed the Company's services by the user's account and password Without rights or without authority, the user has a duty to immediately notify the Company of such incidents so that the Company will take measures to prevent and resolve such problems in a timely manner. However, such measures are intended to provide assistance to the users only. Using such measures and by accepting these terms It is deemed that the service user has given prior consent to the Company to implement such measures]

4.4. In the event that the service user is assigned by any person to use the user's name, the service user is required to apply for the service, use the system and / or do any juristic acts with the company for his own benefit ("Priest) It is deemed that the service user agrees to be bound. He entered as a party to the terms and conditions. This edition is for and on behalf of itself and the Company and in no event shall the Company recognize and accept the Relationship in a representative manner between the service user and the principal and the user.

The Service may not claim its representation to exonerate itself from liability under this Terms.

4.5. The Company reserves the right not to comply with any request or order from any third party who is not a party to the Company's contract. unless it appears that the user The service has given the Company express written consent.

5. About the use of the service

5.1. In using the Company's services In addition to the User's obligation to comply with this Terms, the User must comply with the procedures and procedures, agreements, management regulations, details and any representations in the service, the applicable service

manuals. Issues to be aware of Restrictions on the use of the Service (collectively, the "Policy") [which forms part of these Terms] [available on the Service website (the "Website") or the Wiztech application.

5.2. Use of services relating to health data processing systems

(1) The storage and processing of any information provided by the User is carried out by the Health Data Processing System based on the information. Compare to database And there is no person involved in the collection, processing, analysis, diagnosis or advice in any way, nor is it done with the aim of examination, diagnosis, treatment, therapy, medical services. or any other action that has Characteristics of a medical profession or practicing the art of healing accordingly Law on the practice of medicine or disease any art

(2) The user acknowledges that the display of the aforementioned preliminary advice will depend on the information provided by the user. and how health data processing systems Show the results of the above instructions. not confirmation or certify the correctness of the instructions in any way

(3) Such advice is not and cannot be a substitute for medical advice. Diagnosis, treatment or treatment from medical personnel. If you have further questions about health problems, the company recommends that you consult a medical professional directly.

5.3. Use of the Service on Referrals to Other Services

(1) For the avoidance of doubt, the Company is only a service provider to point out channels or Advise users to obtain other services from third parties (including but not limited to healthcare professionals or hospital) directly only. The company is not a contractual party. There is no legal relationship, as well as rights, duties and liabilities related to the use of the service between users. and outsiders at the company has advised users ("Third parties recommended by the Company") in any way concerning referrals. Receiving other services by the Company does not constitute any representation or warranty on the quality of service. the qualities or abilities of a person outside of service or compliance with the law relating to Provide any other services by third parties.

(2) The Company may assist or facilitate communication, communication or sending documents between users and third parties recommended by the Company. in facilitating communication, communication or sending such documents said on behalf of the service user and third parties recommended by the Company (depending on the case) only and the Company is not responsible for the accuracy the authenticity of any such information in all cases.

5.4. Use of services related to the sale of goods

(1) in the sale of goods The Company will not make or express any statements that are or may be construed as representations. False, deceptive or concealment of facts which should be told know in the sale of goods or in the form of performance certification and/or the effectiveness of the products offered for sale by the Company and service recipients Know the effectiveness and/or effectiveness of the product. (including products or dietary supplements) of the Company depends on many factors, including the unique factors of each individual service recipient.

Return and Refund Policy

(1) The customer can return the product to Wiztech Health. International Co., Ltd. in its original condition. (The product must not be unwrapped, torn and unopened)

Within 14 days after you receive the product from Wiztech Health International Co., Ltd., we will be happy to give you an exchange or refund.

(2) Please send your problem item back via EMS. The returned product must be returned within 14 days after you received the ordered product.

(3) The customer will be responsible for the shipping cost. except in the case of Returns are the result of an error made by Wiztech Health. International Co., Ltd., for example, the company sent the goods to you not in accordance with the purchase order. If such errors occur, the company is happy to deliver the correct product to a new person. The company is responsible for all costs.

(4) Return items must be in the same condition as when you received them from the company, so please pack them. send it back carefully to be sure that those products will be returned in normal condition no damage

(5) When you want to exchange or return a product please contact by email supports@wiztechhealth.com and provide a phone number to contact back for the product you want to exchange or return When the Company receives your request, the Company will contact you via the telephone number you provided. or by email to proceed to the next step.

(6) We do not accept exchanges/returns in the following cases:

6.1 Goods not purchased from www.wiztechhealth.com

6.2 Products that have been opened, torn, opened or used

6.3 Damaged products or damage resulting from

Packing the customer's return product

6.4 The customer does not send the product back to us within 14 days after the date of receipt.

6.5 Products that are free gifts or special items with User information condition

6. User information

6.1. Users must comply with the Company's personal data protection policy. ("Personal Data Protection Policy"), which is established for your consent; and

Clarify the details and methods of handling your personal data [available on the service website that the Company determines about the Company's services

6.2. User warrants and warrants that any information, including personal data, All that the user gives or has given to the company. is accurate and up-to-date if any information that the user provides to the Company not current service users will Such information must be kept up-to-date without delay. If the service user does not be able to provide information or update information within the time specified by the Company, or the information provided to the Company is inaccurate, complete or untrue, the Company may refuse or suspend all services. or any part one to the user and/or cancel the Terms without the need to notify the Use the service to know in advance.

7. Payment [services/products]

7.1. To pay for services/goods The service user must comply with the terms and conditions. set as follows

(1) After customer complete payment , The system send confirmed via Email

(2) Wiztech send goods within 3-5 days

7.2. The customer can return the product to Wiztech Health. International Co., Ltd. in its original condition (the product must not be unwrapped, torn and unused) within 14 days after you receive the product from Wiztech Health. International Co., Ltd. We are happy to offer you an exchange or refund.

7.3. Please send your problem product back via EMS. Must be returned within 14 days after you receive your order.

7.4. The customer will be responsible for the shipping costs. unless the return is The result of an error made by Wiztec Health. International Co., Ltd., for example, the delivery company does not match the purchase order. If such errors occur, the company will be happy to deliver the correct product to you again. by the company as Person responsible for all expenses

7.5. The returned product must be in the same condition as when you received it from the company, so please pack those products send it back carefully to ensure that these products will be returned to normal no damage

7.6. When you want to exchange or return a product please contact by email supports@wiztechhealth.com and provide a phone number to contact you back

For products that you want to exchange or return when the company receives your request The company will contact you via the phone number you specified or by e-mail to take the next step.

7.7. We do not accept exchanges/returns in the following cases:

(1) Goods that are not purchased from www.wiztechhealth.com

(2) Products that have been unpacked, torn, opened or used

(3) damaged goods or damage due to packing Customer's return product

(4) The customer does not return the product to us within 14 days after the date of receipt of the product.

(5) Products that are free gifts or special items with conditions

8. Suspension or Termination of Service

8.1. In using the service of the user, the user agrees not to do the following actions:

(1) Violate the Terms or any policies related to the Service.

(2) Violate any law or regulation (including any law or regulation relating to Anti-Money Laundering and Anti-Support terrorist financing), an administrative order or measure, a court order or judgment. or decisions of government officials

(3) Violate the rights of the Company or outsiders

(4) use the service or transact on goods and services without permission, consent, acknowledgment, registration or submission to the unit; Related work

Acknowledgment In the event that it is necessary or appropriate to do so or act by any other means which is contrary to the relevant laws

(5) transacting through any platform that is dishonest or unlawful;
(6) causing damage to the reputation and credibility of the Company or outsiders or obstructing the Company's business operations or outsiders

(7) doing any act which is defamatory Trade defamation, intimidation or intimidation

(8) Failure to provide information or update information within the time specified by the Company, or user information has been provided to the Company. It is information that is inaccurate, complete or not true.

(9) Interrupting the normal operation of the service.

(10) Interfere with the computer server of the Service.
or network system (Network System)

(11) Use technical means to manipulate the Service in an improper manner.

(12) Copy, modify or transmit through the Company's software, programs, databases and Application Programming Interface (API) used to provide public services. (except for sending Such public access is required to use the Service), including reverse engineering, disassembly, or any other means of analyzing software, programs, databases, and application programming interfaces (APIs).

(13) Refuse to cooperate in the investigation. or identity verification or documents to support any information provided to the Company; or

(14) Have any other behavior that the Company deems inappropriate.

8.2. If the service user violates this Terms, the Company may suspend all or any part of the service to such user. or suspend practice All or any part of the obligations under this Terms or may cancel the Terms. If such violation causes damage to the Company, its rights are infringed or any rights of the Company, users or users are lost. must pay compensation to remedy the aforementioned consequences to the Company as well

8.3. In the event that the Applicant wishes to cancel the Company's service, the User shall notify in writing. or notify through any other channels as specified by the Company so that the Company Not less than 30 days in advance or the company's billing cycle. The company has the right to collect fees, service fees, and any expenses related to the use of the service until the service is canceled according to this regulation.

9. Suspension or interruption of the service.

9.1. In the following situations, the Company may suspend or interrupt the Services, either in whole or in part. The user shall not demand the Company to compensate for any damages arising from such action.

(1) Suspension or interruption for repositioning, replacing, maintaining, up-to-date or repair the software device or hardware used in the service

(2) The Company is of the opinion that the User has used the Service in violation of the Terms, Rules, Rules, Laws or any other requirements. The Company reserves the right to use the Company's sole discretion in considering such cases.

(3) The service is suspended or interrupted or unable to operate normally. due to force majeure and to avoid any doubts that may arise "Force Majeure" means any reason beyond the control of the partner. Each party's contract includes, but is not limited to, acts of god, acts of Civil or military actions, fires, strikes, job lockouts or labor disputes, epidemics, government restrictions, war, acts of terror, riots, earthquakes, storms, typhoons, floods and computer data outages. electronic data and communication system

(4) The service is suspended or interrupted or unable to operate normally. due to the actions of outsiders or any other reason which is not Company liability

10. LIMITATION OF LIABILITY

10.1. The user is liable for any damages arising from actions by willful or negligent of the service user including but not limited to Failure to follow orders Failure to complete the transaction within the specified time, forgetting or disclosing the service user's username or password. to outsiders or invasion of information (hacking) of the user's account, service or personal mobile device.

10.2. The User agrees to defend and indemnify the Company, its directors, agents, employees and employees of the Company. ("The person who will be indemnified") from the claim. and any claims, damages, expenses or

Liability (including but not limited to attorneys' fees) indemnification may be damaged or damaged by The service user, agent or employee of the service user violates or acts in violation of the Terms and/or any other policies of the Company.

10.3. In the event that a third party acts or does not take any action that causes damage to the user, the company is not responsible for any damage that the user receives from the action or not doing it. the person's outside that in any case and the service user will not bring such cause to claim, sue or use any other rights against the company. by virtue of such

10.4. To the maximum extent permitted by law, the Company and the indemnification person damage of the company EXCLUSION AND DISCLAIMER ARISING ALL DAMAGES (INCLUDING BUSINESS, INCOME, PROFITS, USE, INFORMATION, OR OTHER ECONOMIC INTEREST) THAT YOU MAY BE AFFECTED THROUGH YOU (OR ANY PERSON CLAIM THROUGH THE service users) in connection with or arising from access or access to the Service or its website, and regardless of whether (a) such incidents occur as a result of contract, tort (including negligence), or (b) such loss or damage. whether it is foreseeable or not; and/or (c) the Company has been notified in advance of the possibility of damage.

11. Intellectual Property

11.1. Users are prohibited from copying, duplicating, having a backup copy, making a copy, simulating, modifying, adding, deleting, destroying, damaging or making it unclear. which the Company's intellectual property without consent letter from the company

11.2. The service user agrees and acknowledges that Nothing in these Terms provides the nature of conferring any right, title or benefit in connection with or as part of the service All such rights belong to the Company and the licensor of the Company. (depending on the case)

12. Miscellaneous

12.1. The Company may amend these Terms at any time as the Company deems necessary, including amendments to the applicable rules and policies that have been notified. or will notify the company will inform the terms modified

to inform the service via the website of the service and / or inform the service user by means Any other actions that the Company may be established from time to time The said amended Terms and Conditions shall be effective from the time of such notification. Use of the Service or any portion thereof after modification such change It will be deemed that the service user accepts and agrees to take effect. Be bound by all such amended Terms. If the User does not agree with any of the amended Terms, the Company may terminate access. or use of the service and the company is not liable for loss any damages or damages suffered by the user as a result of such cancellation

12.2. The Company may assign the right, transfer, convert debts or perform any other acts which all agreements, rights and duties of the Company Subject to these Terms and the Company may assign all agreements, rights and obligations of such Company to Benefit to the successors and assignees of the Company The service user will act All acts necessary to facilitate the assignment of such rights or agreements. All agreements, rights and duties are the exclusive rights of the user. And the service user must not assign, assign or sublicense rights. or subcontracting with third parties any part of their rights and duties without the prior written consent of the Company

12.3. If any provision or any part of the Terms This edition is unlawful, void, void or unenforceable under any law shall be deemed to be lawful. completeness or use enforceability of other provisions under the Terms This will not be affected and will still be in force by law. The user agrees that the Company amends any part of the agreement that is unlawful, void, void or unenforceable. can be used as such However, such amendments must be in accordance with the intent of set forth in the Agreement to the extent permitted by law.

12.4. Translation of the Terms This is for the convenience of service users only. It is not intended to modify the terms of these Terms. In the event of any conflict between the Terms. Thai version and other language version other than Thai language to adhere to the Thai language version of the Terms

12.5. The Company's omission or delay The exercise of any right under these Terms does not constitute a waiver of such right under these Terms.

12.6. The Terms do not induce use of the Services and the Company does not target any country or market through these Terms.

12.7. These Terms shall be governed and construed in accordance with the laws of Thailand. These Terms are made on February 26, 2021.