

# TERMS OF USE

Please read carefully and fully the Terms of Use ("Terms") before downloading, installing, using the Bewell application, or using services including online healthcare services, chronic disease management program Bewell care, and medication delivery services (collectively "Services"). These Terms include the terms in this document as well as the terms in the Privacy Policy.

Bewell Joint Stock Company (hereinafter referred to as "Bewell", "Company", or "We") operates in accordance with Vietnamese law and is the owner of the website <https://bewell.vn> and the Bewell application (collectively the "Platform") under these Terms.

Bewell supports customers in connecting with healthcare service providers and partners providing medication with delivery services or other products (collectively "Medicine") through Bewell's Platform. Users acknowledge and agree that Bewell is a technology service provider, does not provide healthcare services, nor does it distribute or sell Medicine.

By downloading, installing, and/or using the Platform provided by Bewell and the Services, you agree that you have read, understood, accepted, and agreed to the Terms of Use. If you do not agree or are outside the scope of regulation of the Terms of Use and do not wish to continue using the Services, please stop using our Platform.

Bewell may change the content of the Terms to suit the actual implementation of the Services. When changed, we will record the date of the update to ensure it is the latest update. Customers can find the latest update on our website. Changes take effect immediately upon being posted on the website without prior notice. By continuing to use the Services after changes to the Terms are posted, customers accept those changes.

Please check regularly for our updates.

## **1. User Information Protection**

Bewell recognizes that the privacy and security of personal information are extremely important to users. Therefore, Bewell commits to keeping confidential all information that users provide to Bewell or that Bewell collects from users and not disclosing it to any third party except as required by authorized State agencies.

By using the Services, you agree to the collection and use of Bewell's information and you also agree that you accept and have an obligation to comply with the Terms. All user data is protected in our database. To prevent unauthorized access, we only limit access to personal information about you to authorized personnel in cases where such information is necessary to provide Services to you.

Bewell does not sell or provide your personal information to third parties. The information you provide will be used for registration, use of the Services, and to help us contact you under necessary conditions.

We reserve the right to send information related to the Services to you, such as Service notifications, messages from administrators, as part of your account that you cannot opt out of receiving.

## **2. Management of Personal Information**

You can access, correct, and update your personal information by logging in and selecting the personal information editing feature. Your information can only be edited online in the application and not at any other address.

Your use of the Services is for your personal use only. You undertake not to authorize others to use your identity or user status for your Services, and you may not transfer or share your user account password with any individual or organization, nor create more than one account (except where permitted to create a dependent account for a child or legally entrusted person under legal regulations).

You are solely responsible for maintaining the confidentiality of your password and for all activities that occur under your password. You agree not to let anyone else use your password and immediately notify Bewell by email or in writing of any unauthorized use of your password or other security issues you become aware of.

## **3. Commitment and Obligations**

When creating an account and using the Services, you confirm and warrant that you have full legal authority to accept, agree to, and comply with the Terms and that you are eighteen (18) years old. If you are under eighteen (18) years old, you must have the consent and supervision of your parent or legal guardian.

You have the right to use the Platform provided by Bewell and the Services. However, such use shall not include the following behaviors:

1. Posting, transferring, transmitting, or storing any illegal, infringing, harmful, harassing, defamatory, threatening, hateful, or offensive material in any form, any material that may harm or delay the Platform or Bewell's Services in any form, any content that violates third-party intellectual property, trade secret, or legal rights, and any unsolicited advertising, invitation, or advertising not required;
2. Acting harmfully to Bewell's network security system, including but not limited to using data or accessing unauthorized system servers or accounts; accessing network systems to delete, modify, and add information; distributing harmful programs, viruses, or other actions aimed at harming or destroying network systems;
3. Restricting or preventing anyone from using the Platform and Services provided by Bewell;
4. Copying, modifying, reproducing, creating new products or derivative versions based on this Platform;

5. Selling, transferring, sublicensing, disclosing, or otherwise transferring or providing all or part of Bewell's Platform to any third party;
6. Redesigning, translating, dismantling, editing, reversing the design of the Platform or Platform content;
7. Logging in and using the Services with third-party compatible software or systems not developed, licensed, or approved by Bewell;
8. Acts that incite violence, racial discrimination, gender, sexual preference, or physical disability;
9. Disclosing any other person's personal information, including addresses, phone numbers, emails, credit card numbers, or any information that can be used to track, contact, or impersonate that individual;
10. Attempting to impersonate any other party;
11. Creating user accounts by automated or unauthorized means that may confuse others about the origin of your contact information;
12. Deceiving Bewell or other users, especially in an effort to obtain sensitive account information such as passwords;
13. Other forms of violations as prescribed by law.

If it is determined that a customer has violated the Terms, Bewell may unilaterally temporarily or permanently block or terminate immediately: (1) the customer's use of the Services; (2) access to the Platform from the user's account.

#### **4. Consent to Use**

You understand and agree that:

1. The role of the information technology platform is to connect and create conditions for you to access online healthcare services. Bewell does not engage in the medical profession and is not responsible for any advice, actions, omissions, or any content in the communications of physicians at clinics cooperating with Bewell.

You and your physician are solely responsible for all information and/or communications sent during online consultations.

Bewell has the right to report suspected violations to competent authorities or third parties if deemed necessary. If you wish to report any actions that violate these Terms, please contact the Company via email: [hello@bewell.vn](mailto:hello@bewell.vn).

2. Our healthcare consulting service is not a complete substitute for direct examination and treatment at licensed healthcare facilities. In cases where you believe you are in an emergency medical condition, please go to the nearest authorized healthcare facility.
3. Healthcare consultations are conducted by licensed physicians in accordance with legal regulations; however, Bewell as well as physicians and clinics cooperating with Bewell shall not be legally liable for direct and indirect losses due to users providing incomplete, untrue, or inaccurate information and losses, risks arising from users not following the correct advice from physicians.
4. You agree that online healthcare involves the use of electronic audio and video communication to allow physicians to provide appropriate healthcare advice related

to your condition, and as with any medical examination or procedure, there are inherent risks associated with using online healthcare services, including but not limited to:

- In rare cases, transmission information may be inadequate (e.g., low image resolution or slow wifi) to allow physicians to accurately assess your health condition. Therefore, delays in evaluation or consultation may occur.
  - In rare cases, failure to access a complete medical record may lead to medication that may cause unwanted reactions, allergies, or incorrect assessments.
  - In rare cases, security protocols may be flawed (e.g., hacked), resulting in privacy breaches of personal health information.
5. Bewell provides the Platform for partner pharmacies to provide Medicines with delivery services as needed by customers; therefore, Bewell is not responsible for the condition, quality of Medicines, and damages caused by Medicines. These errors are the responsibility of the manufacturing facility, supplier, or pharmacy under legal regulations.
  6. Bewell will periodically verify the licensing status of all clinics and pharmacies cooperating with Bewell to ensure compliance with legal regulations.
  7. Any health information, products on the Platform are for providing general information, knowledge purposes only and are not intended to replace a physician's advice. Health information on the Platform is compiled from various sources and may or may not be written by Bewell. Bewell does not declare or warrant any information. Please consult a physician if you have any questions about your health condition. Call 115 immediately or go to the nearest hospital/healthcare facility if you encounter an emergency medical situation.
  8. Bewell is not responsible or legally liable for any advice or any health news or products you may obtain through Bewell's Platform.
  9. Bewell is not responsible for (i) any printing errors, spelling errors, or technological errors, (ii) electronic errors, equipment errors, program errors, or other errors that may occur, (iii) lost, stolen information, (iv) other technical incidents; and/or (v) unauthorized human intervention in the process or other activities.
  10. The Platform may lead to other electronic information pages related to the Company (collectively "Third-party Platforms"). We will not assume any responsibility for any information, software, or links posted on the Platform, on the network or the information source of any Third party as well as we shall not assume any responsibility for your use of that information, software, those links; actions or consequences arise from using the Third-party Platform or using the information, software, or the link.
  11. Although Bewell applies measures to protect information transmitted via the Internet, we cannot guarantee the security of such information. You agree to send information via the Internet at your own risk.
  12. The Platform and the information on the Platform are provided on an "as is" basis without warranty of any kind. To the fullest extent permitted by law, Bewell does not declare or warrant the information, software, products, and Services (including but not limited to the content, accuracy, reliability, efficiency, completeness, or reliability) available on the Platform, third-party Platform or our Services.
  13. Bewell will not bear any responsibility to the user or any third party regarding direct or indirect damages, incidental damage, and other types of damages. This is due to a

lack of use, inability to use, or use of the Platform, information on the Platform, or all other reasons.

## **5. Contact:**

For any feedback related to our Terms, you can send to:

Email address: [hello@beware.vn](mailto:hello@beware.vn)

Beware Joint Stock Company: 95-97 Nguyen Co Thach, An Loi Dong, District 2, Ho Chi Minh City, Vietnam

Contact phone: +84 28 7300 5569

Hotline: +84 28 7300 5569"