

Terms & Conditions of Services and Usage

服务与使用的条款和条件

Disclaimer 免责声明:

The services and content provided through Clinixero is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your medical doctor or other qualified health provider with any questions you may have regarding a medical condition.

Clinixero 所提供的服务和内容无意替代专业医疗方案、诊断或治疗。如果您对您自身的健康状况有任何疑问，请务必咨询您的医生或其他合格的医疗服务提供者的建议。

Clinixero provides an alternative approach towards improving diabetes. It is not a medical clinic and is not, unless opted so by yourself, meant as a substitute for your existing medical advice, diagnosis, or treatment. If you think you may have a medical emergency, call your doctor immediately.

Clinixero 提供一种改善糖尿病状况的替代方法。它并不是医疗诊所，也不能替代您现有的医疗方案、诊断或治疗除非您自己选择这样做。如果您认为您可能出现医疗紧急情况，请立即联系您的医生。

1. USE OF FORM / SITE AND/OR SERVICES

1. 表格 / 网站和/或服务的使用

As a user of the Form / Site / Services of Clinixero, you agree not to:

作为 Clinixero 的表格/网站/服务的用户，您同意不会：

1.1 Use the Form / Site / Services of Clinixero or its contents or information for any commercial or non-personal purpose

(direct or indirect) or for any purpose that is illegal, unlawful or prohibited by the Terms of Use.

将表格/网站/服务或其内容或信息用于任何商业或非个人目的(直接或间接)或用于非法、不合法或使用条款禁止的任何目的。

1.2 Use the Form / Site / Services of Clinixero or its contents for any non-authorized commercial and phishing purposes;

将表格/网站/服务或其内容用于任何未经授权的商业和网络钓鱼式攻击目的;

1.3 Re-sell, deep-link, use, access, copy, monitor, display, download or reproduce any content or information, software, products or services available from Clinixero Form / Site / Services of Clinixero for any commercial or competitive activity or purpose.

转售、深度链接、使用、存取、复制、监控、展示、下载或复制来自 Clinixero 表格/网站/服务上提供的任何内容或信息、软件、产品或服务, 用于任何商业或竞争活动或目的。

1.4 Make any unauthorised use of the Form / Site / Services of Clinixero, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.

对Clinixero表格/网站/服务进行任何未经授权的使用, 包括通过电子或其他方式收集用户的用户名和/或电子邮件地址, 以发送未经请求的电子邮件或通过自动方式或以虚假方式创建用户帐户。

1.5 Systematically retrieve data or other content from the Form / Site / Services of Clinixero to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Clinixero.

未经Clinixero书面许可, 从Clinixero表格/网站/服务系统地检索数据或其他内容, 以直接或间接创建或编译集合、汇编、数据库或目录。

1.6 Circumvent, disable, or otherwise interfere with security-related features of the Form / Site / Services of Clinixero, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Form / Site / Services of Clinixero and/or the content contained therein.

规避、解除或以其他方式干扰Clinixero表格/网站/服务的保安相关功能, 包括防止或限制使用或复制任何内容或强制限制使用Clinixero表格/网站/服务和/或其中包含的内容的功能。

1.7 Make improper use of Clinixero support services or submit false reports of abuse or misconduct.

不正当使用Clinixero支持服务或提交虚假的滥用或不当行为报告。

1.8 Interfere with, disrupt, or create an undue burden on the Form / Site or the networks or services connected to the Form / Site.

干扰、破坏或对表格 / 网站或连接到表格 / 网站的网络或服务造成不适当的负担。

1.9 Attempt to impersonate another user or person or use the username of another user.

企图冒充其他用户或个人或使用其他用户的用户名。

1.10 Use any information obtained from the Form / Site / Services of Clinixero in order to harass, abuse, or harm another person.

使用从Clinixero表格/网站/服务获得的任何信息来骚扰、虐待或伤害他人。

1.11 Use the Form / Site / Services of Clinixero as part of any effort to compete with Clinixero or otherwise use the Form / Site / Services of Clinixero and/or the content for any revenue-generating endeavour or commercial enterprise.

使用Clinixero表格/网站/服务作为与Clinixero竞争的任何努力的一部分, 或以其他方式将Clinixero表格/网站/服务和/或内容用于任何创收努力或商业企业。

1.12 Harass, annoy, intimidate, spam, defame or threaten any of Clinixero advisors, consultants, employees or agents engaged in provision of services or providing any portion of the Form / Site / Services of Clinixero to you.

骚扰、滋扰、恐吓、连续发布垃圾邮件、诋毁或威胁从事向您提供服务的员工包括顾问或向您提供Clinixero表格/网站/服务的任何Clinixero员工或代理。

1.13 Copy or adapt the Form / Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

复制或改编表单 / 网站的软件, 包括但不限于Flash、PHP、HTML、JavaScript或其他代码。

1.14 Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Form / Site / Services of Clinixero or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Form / Site / Services of Clinixero.

上传或传输(或企图上传或传输)病毒、特洛伊木马或其他材料, 包括过度使用大写字母和垃圾邮件(连续发布重复文本), 干扰任何一方不间断地使用和享受Clinixero表格/网站/服务或修改、损害、破坏、

更改或干扰Clinixero表格/网站/服务的使用、特征、功能、操作或维护。

1.15 Disparage, tarnish, or otherwise harm, post or transmit any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law;

贬低、玷污或以其他方式伤害、发布或传播任何不合法、威胁、语言诽谤、诽谤、淫秽、不雅、煽动性、色情或亵渎的材料或任何或以其他方式违反任何法律可能构成被视为刑事犯罪的行为的材料而引起民事责任;

1.16 The terms “frame”, “mirror” or otherwise incorporate any portion of Clinixero Form / Site / Services of Clinixero into any other Form / Site without Clinixero prior authorisation;

未经Clinixero事先授权, 使用“frame”、“mirror”或以其他方式将Clinixero表格/网站/服务的任何部分合并到任何其他表单 / 网站中;

1.17 Do anything else which could cause damage to the Form / Site / Services of Clinixero, Clinixero and Clinixero’s advisors, , consultants, employees or reputation, or would otherwise have a negative impact on Clinixero;

做出任何可能对Clinixero表格/网站/服务、Clinixero 和Clinixero 顾问、员工或声誉造成损害， 或会对Clinixero产生负面影响的其他任何事情；

- 1.18 Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity;**

发布侵犯或违反任何实体或个人的知识产权或其他权利的帖子，包括 但不限于版权、专利、商标、管理商业秘密的法律、隐私权或宣传权；

- 1.19 Deliver any posting that you do not have a right to make available under law or contractual or fiduciary relationships;**

传递根据法律或合同或信托关系您无权提供的任何帖子；

- 1.20 Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another;**

冒充他人或实体，或虚假陈述或以其他方式歪曲您与某个人或实体的从属关系， 或采用虚假身份，如果这样做的目的是误导、欺骗或欺诈他人；

1.21 Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Form / Site / Services of Clinixero, including harvesting or otherwise collecting information about others such as email addresses.

获取或尝试获取并非通过Clinixero表格/网站/服务蓄意提供的任何材料或信息，包括收集或以其他方式收集有关他人的信息，例如电子邮件地址。

1.22 Use the Form / Site / Services of Clinixero in a manner inconsistent with any applicable laws or regulations.

以不符合任何适用法律或法规的方式使用Clinixero表格/网站/服务。

2 SUBMISSIONS OF INFORMATION

2.1 By using the Form / Site, you represent and warrant that:

通过使用表格 / 网站，您兹此声明并保证：

2.1.1 All registration information you submit will be true, accurate, current, and complete;

您提交的所有注册信息将是真实、准确、最新和完整的；

2.1.2 You will maintain the accuracy of such information and promptly update such registration information as necessary;

您将维持此类信息的准确性，并在必要时及时更新此类注册信息；

2.1.3 You have the legal capacity, and you agree to comply with these Terms of Use;

您具有法律行为能力，并同意遵守这些使用条款；

2.1.4 You are not a minor in the jurisdiction in which you reside;

您在您居住的司法管辖区不是未成年人；

2.1.5 You will not access the Form / Site through automated or non-human means, whether through a bot, script or otherwise;

您将不会通过自动或非人工方式，无论是通过机器人、脚本语言还是其他方式访问表格 / 网站；

2.1.6 You will not use the Form / Site for any illegal or unauthorised purpose;

您不会将表格 / 网站用于任何非法或未经授权的目的；和

2.1.7 Your use of the Form / Site will not violate any applicable law or regulation.

您对表格 / 网站的使用不会违反任何适用的法律或法规。

2.2 If you provide any information that is untrue, inaccurate, not current, or incomplete, Clinixero have the right to suspend or

terminate its services and refuse any and all current or future use of the Form / Site (or any portion thereof) or any services of Clinixero.

如果您提供任何不真实、不准确、非最新或不完整的信息，Clinixero有权暂停或终止所有服务，并拒绝任何与所有当前或未来使用表格 / 网站(或其任何部分)或Clinixero的任何服务。

- 2.3 You acknowledge and agree that any response, answers, questions, comments, suggestions, ideas, feedback, or other information regarding the Form / Site provided by you to Clinixero are non-confidential and shall become Clinixero sole property. Clinixero shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such submissions are original with you or that you have the right to submit such submissions. You agree there shall be no recourse against Clinixero for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.**

您承认并同意，您向Clinixero所提供的与表格 / 网站有关的任何回复、回答、问题、评论、建议、想法、反馈或其他信息都是非机密的，并且应成为 Clinixero的专有财产。Clinixero拥有专有权利，包

括所有知识产权, 并且 有权 出于任何合法目的、商业或其他目的不受限制地使用和传播这些提交内容, 而无需向您确认或补偿。您在此放弃任 何此类提交的所有精神权利, 并且您在此保证任何此类提交均为您原创或您有权提交此类提交。您同意, Clinixero 不得因任何涉嫌或实际侵犯或盗用您提交内容中的任何专有权利而追索。

3. DISCLAIMERS AND LIMITATION OF LIABILITY

3.1 You are responsible to ensure that you have fully and truthfully disclosed your full and complete health and medical condition to the consulting personnel of Clinixero.

您有责任确保您已向 Clinixero 的咨询人员充分、真实地披露您的完整健康和 医疗状况。

3.2 You are aware that other unexpected risks or complications not discussed may occur, and you understand that the programme involve risks to a certain degree, to which you have made your personal assessment and agree to be subjected to these risks. These risks may include, but are not limited to, the potential for hyperglycaemia, hypoglycaemia, hypertension, hypotension, allergic reaction, headache, gastritis, drowsiness, dizziness, lethargy, abortion, recurrence of symptoms, and the need for further treatment.

您知晓此方案可能会出现其他未提及的意外风险或并发症, 并了解此方案存在一定程度的风险, 您已对这些风险进行了个人评估并同

意承担这些风险。这些风险包括但不限于高血糖、低血糖、高血压、低血压、过敏反应、头痛、胃痛、头晕、嗜睡、流产、症状复发和需要进一步治疗的可能性。

- 3.3 You understand that if you are taking any long-term medication, you should inform your doctor or physician that you are undertaking this programme and certain medications may be removed. You are advised to seek your doctor or physician's consent before undertaking any measures under the Programme.**

您了解，如果您正在服用任何长期药物，您有义务通知您的医生您正在接受Clinixero的疗程并告知有些药物可能会被移除。建议您在根据该方案采取任何措施之前征求您的医生或医师的同意。

- 3.4 You are responsible and expressly assume the health risks stated herein and shall assume the said risks and hereby indemnify and hold Clinixero, its advisors, consultants, employees, officers, agents, contractors or permitted assigns harmless against any responsibilities which is associated in the counselling, advisory or therapeutic programmes opted by you.**

您有责任并明确承担此处所述的健康风险，并且必须承担所述风险，并在此赔偿并确保 Clinixero 其顾问、员工、管理人员、代理人、承包商或允许的受让人免于承担与由你选择的咨询或者方案相关的任何责任。

3.5 Clinixero, its representative advisors, consultants, doctors, employees, officers, agents, contractors or assigns shall not be held liable or responsible in any way for any injury, death or other damages to you, your family, heirs or assigns that may occur as a result of your participation in the counselling, advisory or therapeutic procedures.

Clinixero 及其代表顾问、员工、管理人员、代理人、承包商或受让人不对您、您的家人、继承人或受让人因您参与咨询或方案中而可能发生的任何伤害、死亡或其他损害承担任何责任或义务。

3.6 You further acknowledge that no guarantees or promises have been made to you concerning the results of any counselling, advisory or therapeutic procedures and you take full responsibilities for your decision to undergo the procedures prescribed.

您进一步确认, 所有咨询、建议或方案, Clinixero从未向您作出任何有关于其结果的保证或承诺, 并且您决定接受规定的方案承担全部责任。

3.7 You voluntarily give your authorization and consent to the use of products and services sold, which may include products using the names of Reversing Diabetes Programme, SweetFeetz, SweetHertz, SweetDreamz, or any other names given by Clinixero.

您自愿授权并同意使用所售产品和服务, 其中可能包括使用逆转糖尿病疗程、SweetFeetz、SweetHeartz、SweetDreamz 或 Clinixero 提供的任何其他名称的产品

- 3.8 All products sold (and services) through Clinixero are from independent suppliers and not agents or employees of Clinixero. Clinixero is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting from the use of such products (and services).**

通过 Clinixero 销售的所有产品(和服务)均来自独立供应商, 而非 Clinixero 的代理商或员工。Clinixero 不对任何此类供应商的行为、错误、遗漏、陈述、保证、违约或疏忽或因使用此类产品(和服务)而导致的任何人身伤害、死亡、财产损失或其他损害或费用负责。

- 3.9 Clinixero's products requires at least 10 working days to be delivered (including but not limited to products from SweetMarkets and Physical Kits from Clinixero's Reversing Diabetes Programme).**

Clinixero的产品至少需要10个工作日才能交付(包括但不限于 SweetMarkets的产品与Clinixero逆转糖尿病疗程的物理套件。

3.10 In no event shall Clinixero, its advisors, consultants, directors, employees, agents or permitted assigns be liable to you and any third party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages from the use of Clinixero goods or services.

在任何情况下, Clinixero其顾问、董事、员工、代理人或获准受让人均不对您和任何第三方因使用 Clinixero 商品或服务而造成的任何直接、间接、后果性、惩戒性、附带性、特殊或惩罚性损害承担责任。

4 PROVISION OF SERVICES

4.1 Clinixero will only commence its services upon full payment of its charges for its Services. Should the payment not be made in full, Clinixero shall be in no obligation to provide its services or any part thereof to you.

Clinixero 仅在全额支付其服务费后才开始提供服务。在未全额付款的情况下, Clinixero 无义务向您提供其服务或其任何部分。

4.2 In the normal course of engagement, Clinixero's full scope of services shall be informed to you prior to its engagement and shall be deemed to be understood and accepted by you upon full payment of its charges.

Clinixero 的全部服务范围应在聘用其疗程前告知您,并在您全额支付其费用后视为已理解并且接受其服务范围。

4.3 The provision of Clinixero' services shall be conducted only during pre-scheduled sessions. Save and unless initiated by Clinixero on its own accord, Clinixero shall be under no obligation to respond to any of your queries outside of the scheduled sessions.

Clinixero 的服务仅在预约期间提供。除非 Clinixero 自行发起, 否则 Clinixero 没有义务在预约期之外回答您的任何疑问。

4.4 The provision of Clinixero's services shall be conducted strictly only during Clinixero's office hours on weekdays from 8.00 a.m. until 5.00 p.m (Malaysian time GMT+8) or any other time as may be determined solely by Clinixero.

Clinixero的服务仅可在Clinixero的办公时间 (工作日上午8点至下午5点马来西亚时间 GMT +8)提供或任何其他的有Clinixero来决定的时间。

4.5 You understand that Clinixero's services includes five (5) one(1) on one(1) sessions, first (1st) Session lasts for an hour and the subsequent sessions will last for thirty (30) minutes each. The said period may be adjusted as per Clinixero's full discretion from time to time.

您知晓Clinixero的服务包括五(5)次一(1)对一(1)的预约期, 首次咨询期将进行长达一个小时, 后续的预约期则每次进行长达30分钟。此时长可不时在Clinixero的决定下可进行调整。

4.6 You understand that Clinixero reserves the right to forfeit the one (1) on one (1) counselling session in the event of a last-minute cancellation by you within 24 hours before the said counselling session and/or cancellation without a valid reason.

您了解, 如果您在您的—(1)对— (1) 预约期前24 小时内最后一刻取消和/或无正当理由取消, Clinixero 有权消耗您的预约期。

4.7 The full scope of its services of Clinixero shall be utilised by you within 1 year from the date of full payment of the charges. In the event you shall fail to complete the scope of the services within 1 year, Clinixero's engagement shall lapse and Clinixero shall no longer be under any obligation to provide its services to you.

您应在全额支付费用之日起 1 年内使用 Clinixero 的全部服务。如果您未能在 1 年内完成服务范围, Clinixero 的合约将失效, Clinixero 不再有任何义务向您提供服务。

4.8 During the course of provision of its services, in the event of medical emergencies such as but not limited to bleeding, breathing difficulties, chest pain, seizures, severe pain or suffocation, you are advised to immediately seek medical assistance from the hospital for treatment without delay.

在提供服务过程中，如发生医疗紧急情况，包括但不限于出血、呼吸困难、胸痛、抽搐、剧烈疼痛或窒息，请您立即到医院寻求医疗协助以免耽误。

- 4.9 The personnel who shall attend to you during provision of the services shall be based on the sole discretion and decision of Clinixero.**

在提供服务期间为您提供服务的人员应由 Clinixero 全权酌情决定。

5. CHARGES AND USAGE

- 5.1 You undertake to pay and shall be responsible for all the charges imposed by Clinixero in connection to the goods and services provided to you**

您承诺支付并负责对 Clinixero 向您提供的商品和服务收取的所有费用。

- 5.2 All goods & services sold are not returnable, not refundable and not exchangeable. In certain exceptional circumstances upon termination of its services, Clinixero may opt to pay you an ex-gratia payment as full and final settlement of all matters which may arise between you and Clinixero in which event upon your acceptance, both parties will no longer have any claims against each other.**

所有售出的商品和服务均不得退货、不得退款且不得更换。在 Clinixero 选择终止服务的特殊情况下，Clinixero 可选择向您支付一

笔特惠付款作为您与Clinixero之间所有问题的全面和最终解决。在这种情况下，一旦您接受了这笔付款双方将无法再提出索赔或法律追究。

- 5.3 Either party may opt to cancel or terminate Clinixero's services at any time by informing the other party at least 2 weeks before termination subject to your payment of charges representing the value of services already received by you and calculated based on the actual price of the services and not promotion price of the services. For the avoidance of doubt, should no sessions be carried out, then Clinixero shall be entitled to charge admin charges amounting to 5% of the total value of the services or actual price of the services.**

双方有权随时在合约有效期内取消或终止Clinixero的服务，但必须在终止至少两周前给予另一方通知，并需支付代表您已享用的服务实际价格的费用，而非促销的服务价格计算。为避免疑义，如果没有进行任何会议，Clinixero 则有权收取相当于服务总价值或服务实际价格的5%管理费。

- 5.4 For the avoidance of doubt, Clinixero shall be entitled to charge for services (or portion of such services) already rendered in your favour wherein such charges shall not be disputed.**

为免疑虑, Clinixero有权保留或索取已为您提供服务费 (或此类服务费的一部分), 此类收费不应有争议。

5.5 Notwithstanding the foregoing provisions, such cancellation or termination shall be subject to any further terms and conditions as may be imposed by Clinixero.

尽管有上述规定, 此类取消或终止必须受 Clinixero 可能施加的任何进一步条款和条件的约束。

5.6 For the avoidance of any doubt, the services of Clinixero is only valid for use within a period of 1 year from the date of purchase.

未免任何疑虑, Clinixero的服务仅在购买之日起的一年内有效。

6. REPRESENTATIONS AND WARRANTIES

You represent and warrant that:-

您兹此陈述和保证:-

6.1 You are of age of majority to use Clinixero services and Form / Site in accordance with the Terms of Use and can create binding legal obligations for any liability you may incur in connection with your use of this Form / Site;

您根据使用条款使用 Clinixero 服务和表格 / 网站已成年, 并且可以为您自己因使用本表格 / 网站而可能承担的任何责任制定具有约束力的法律义务;

6.2 You are legally authorized to accept the Terms of Use on behalf of all persons named in your booking;

您是合法的授权代表您预订中指定的所有人接受使用条款;

6.3 You shall be deemed to have accepted the Terms of Use on behalf of all person(s) named in your booking. For the avoidance of doubt, notwithstanding that you have accepted the Terms of Use on behalf of the person(s) named in your booking, the engagement of Clinixero services shall be deemed to be made by the user of Clinixero's services; and

您将被视为已代表您预定的所有人员接受了使用条款。为避免疑虑, 尽管您已代表您的预订中指定的人接受了使用条款, 但对 Clinixero 服务的聘用应被视为由 Clinixero 服务用户作出的。

6.4 The information supplied by you are true and accurate.

您提供的信息真实和准确。

7. INDEMNIFICATION

You agree to indemnify Clinixero affiliates, and any of Clinixero Supplier, and any such parties' advisors, consultants, doctors, officers, directors, employees, agents or permitted assigns from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of your breach, negligence and/or refusal towards adherence to the advice and/or systems provided to you by Clinixero, your violation of any law or rights of any third party or your wrongful use of Clinixero Form / Site and Clinixero's services.

您同意保障 Clinixero 附属公司和任何 Clinixero 供应商, 以及任何此类当事方的顾问、管理人员、董事、雇员、代理人或 允许的受让人免受由您或第三方因您违反、疏忽和/或拒绝遵守 Clinixero 向您提供的建议和/或系统、您违反任何发律或任何第三方的权利或您对 Clinixero 表格/网站和Clinixero服务的不当使用而带来的费用而引起的任何索赔、诉讼 原因、要求、损失、损害或其他费用(包括合理的法律和会计费用)。

8. LAW AND JURISDICTION

The Terms of Use herein shall be interpreted in accordance with the law of Malaysia as that law is construed and amended from time to time and any action in connection here shall be brought in the Malaysian court having jurisdiction.

因为该法律会不时进行修改, 此使用条款必须根据马来西亚法律来释义。此处相关的任何诉讼均应提交具有管辖权的马来西亚法院。

9. ENTIRE AGREEMENT

The Terms of Use and any applicable policies or guidelines which can be found through the Form / Site, as may be amended from time to time without giving prior notice to you, constitute the entire agreement, and supersede any other agreements or understandings (oral or written), between you and Clinixero with respect to their subject matters unless explicitly stated otherwise.

本使用条款和可通过表格 / 网站找到的任何适用政策或指南(可能会不时修改, 恕不另行通知)构成完整协议, 并取代您与 Clinixero 之间就其标的事项达成的任何其他协议或谅解(口头或书面), 除非另有明确说明。

10. SEVERABILITY

Any term, condition, stipulation, provision, covenant or undertaking in these Terms and Conditions which is illegal, void, prohibited or unenforceable shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the whole such term, condition, stipulation, provision, covenant or undertaking or affecting the validity or enforceability thereof and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contains.

本条款和条件中任何非法、无效、禁止或不可执行的条款、条件、规定、规文、契约或承诺仅在此类非法、无效、禁止 或不可执行的范围内无效，而不会使得整个此类条 款无效，条件、规定、规文、契约或承诺或影响其有效性或可执行 性的任何此类非法 性、无效性、禁止或不可执行性不得使本文包含得任何其他条款、条件、规定、规文、 契约或承诺 无效或使其非法、无效或不可执行。

11. FORCE MAJUERE AND UNFORESEEN CIRCUMSTANCES

Except where otherwise expressly stated in the Terms and Conditions, Clinixero shall not be liable or responsible in any way for any loss, injuries, death, cost, expenses or damages whatsoever incurred or suffered by you which arise from any of the following events:-

除非条款和条件中另有明确规定，Clinixero 无须对您因以下任何事件而招致或遭受 的任何损失、伤害、死亡、成本、费用或损害承担任何责任或义务:-

11.1 Acts of God, fire, lighting, explosion, flood, inclement weather, or accidents;

天灾、火灾、闪电、爆炸、水灾、恶劣天气或事故;

11.2 National or local emergencies, movement control orders or any other business restriction regulations imposed as a result of pandemic, acts of omissions of any government or

governmental authority or agency, insurrection, civil disorder, war, or military operations;

由于流行病、任何政府或政府当局或机构的不作为、叛乱、内乱、战争或军事行动而实施的国家或地方紧急情况、行动控制令或任何其他业务限制规定；

11.3 Industrial disputes of any kind, strikes, lockouts, stoppage, or restraint of labour;

任何类型的劳资纠纷、罢工、封锁、停工或劳工限制；

11.4 Traffic congestion, vehicle and machinery breakdown, obstruction of any public/private road, highway, sea or air passage;

交通拥堵、车辆和机械故障、任何公共/私人道路、高速公路、海上或空中通道受阻；

11.5 Accidents of any kind occurring during your independent activities;

在您的独立活动期间发生的任何类型的事故；

11.6 Theft, robbery or lost property;

盗窃、抢劫或丢失财物；

11.7 Isolation or restrictions as a result of infectious diseases or any condition likely to endanger your health or safety or impair their reasonable comfort; and/or

由于传染病或任何可能危及您的健康或安全或损害其合理舒适度的情况而被隔离或限制;和/或

11.8 Any cause beyond the reasonable control of the Clinixero and its agents that may cause the services to be unable to be rendered.

任何超出 Clinixero 及其代理合理控制范围的可能导致服务无法提供的原因。

12. AMENDMENT AND MODIFICATION

12.1 Clinixero reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Form / Site / Clinixero's services at any time or for any reason without notice to you. Clinixero reserve the right, in its sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

Clinixero 保留随时或出于任何原因更改、修订、更新、暂停、中断或以其他方式修改表格 / 网站/ Clinixero服务的权利, 恕不另行通知。Clinixero 保留自行决定出于任何原因随时更改或修改这些使用条款的权利。

12.2 You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any modification or revision of Terms of Use by your continued access, use or reliance of the Form / Site / Clinixero's services.

如果您继续存取、使用或依赖本表格 / 网站 / Clinixero服务, 您将受制于并被视为已知晓并接受使用条款的任何修改或修订。

12.3 Clinixero will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Form / Site / Clinixero's services.

Clinixero 将不对您或任何第三方对表格 / 网站 / Clinixero服务的任何修改、价格变动、暂停 或终止负责。

13. PRIVACY

You consent to Clinixero processing and sharing of personal information about you and other members of your party that you have provided to Clinixero in accordance with the terms of and for the purposes set forth.

您允许 Clinixero 根据规定的条款和目的处理和共享您提供给 Clinixero 的有关您和您的相关方其他成员的个人信 息。

14. CORRECTIONS

There may be information on the Form / Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. Clinixero reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Form / Site at any time, without prior notice.

表格 / 网站上可能存在包含印刷错误、不准确或遗漏的信息, 包括描述、定价、可用性和各种其他信息。Clinixero 保留随时更正任何错误、不准确或遗漏以及更改或更新表格 / 网站上的信息的权利, 恕不另行通知。

15. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

15.1 Visiting the Form / Site, sending Clinixero emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications Clinixero provide to you electronically, via email and on the Form / Site, or communications between Clinixero and you by way of *Whatsapp* or any other electronic messaging from Clinixero's official number of account, satisfy any legal requirement that such communication be in writing.

浏览表格 / 网站、发送Clinixero电子邮件和填写在线表格足以构成电子通信。您同意接受电子通讯并且同意Clinixero以电子邮件和使

用表格/网站的方式向您提供的所有协议、通知、披露和其他通讯或通过WhatsApp或任何电子平台与Clinixero的官方账号/号码通讯均符合有关通讯乃以书面形式提供的任何法律规定。

- 15.2 You hereby agree to the use of electronic signatures and to electronic delivery or notices, policies and record of transactions, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.**

您在此同意使用电子签名以及电子交付或通知、保单和交易记录，您在此放弃任何法律、法规、规则、条例或任何司法管辖区的其他法律规定的任何权利或要求，这些法律要求除了电子方式以外的原始签名或交付或保留非电子记录，或以任何其他方式支付或授予信用。

16. GENERAL PROVISIONS

- 16.1 Clinixero failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.**

Clinixero 未能行使或执行这些使用条款的任何权利或规定，不得被视为放弃此类权利或规定。

16.2 These Terms of Use operate to the fullest extent permissible by law. Clinixero may assign any or all of Clinixero rights and obligations to others at any time.

这些使用条款在法律允许的最大范围内有效。Clinixero 可以随时将 Clinixero 的任何或所有权利和义务转让给他人。

16.3 Clinixero shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond Clinixero's reasonable control.

Clinixero 无须对超出 Clinixero 合理控制范围的任何原因造成的任何损失、损害、延迟或未能采取行动承担任何责任。

16.4 If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

如果任何或部分使用条款被确定为非法、无效或不可执行，则该条款或部分条款被视为与其它使用条款分开，并且不影响此条款任何其它条款的有效性和可执行性。

16.5 There is no joint venture, partnership, employment or agency relationship created between you and Clinixero as a result of these Terms of Use or use of the Form / Site.

您和 Clinixero 之间不存在因这些使用条款或表格 / 网站的使用而产生的合资、 合伙、雇佣或代理关系。

16.6 You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

您在此放弃基于这些使用条款的电子形式以及双方未签署执行这些使用条款而可能提出的任何和所有抗辩。

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(本页的其余部分故意留空)

- I hereby agree to the terms and conditions of Services and Usage herein and I agree that by inserting my name below (by typing or by drawing) shall be the digital representation of my signature to that fact.

我特此同意此处的服务和使用条款和条件并且我同意下面属实我的签名或电子签名（通过打字或绘画）。

Name姓名:

IC or Passport Number身份证或护照号码: