

Last Modified: 20220129

ABOUT OUR WEBSITES

The websites 'www.biomarking.com' and 'www.fastswabs.com' (collectively, the "**Website**") are operated by Biomark Pte. Ltd. ("**Biomark**") or its subsidiaries (collectively, the "**Biomark Group**", "**we**", "**us**" or "**our**"). Our Website is intended to provide you with healthcare-related information, products and services (including various clinical test ordering services) (the "**Services**"). Please read these terms and conditions (the "**Terms**") carefully prior to using the Website or the Services. If you do not agree with any of these Terms, you must cease accessing or using the Website immediately.

Please note that at no time is the Website, or any Services offered on them, intended for use in the diagnosis, monitoring, management or treatment of any medical condition or disease. Any health-related information or Services accessed through the Website should not be treated as medical advice. If required, you should seek medical advice from a physician in relation to any information obtained from the Website or in relation to any of the Services prior to relying on the same.

THE CONTENT PROVIDED IN OUR WEBSITE IS NOT A SUBSTITUTE FOR THE ADVICE OF YOUR PROFESSIONAL PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL SYMPTOM OR A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ OR SEEN IN OUR WEBSITE. IF YOU THINK YOU HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY, GO TO THE NEAREST HOSPITAL.

Biomark reserves all ownership and intellectual property rights in and to the Website and any content or information made available on the Website. Our Website supports the iPhone and Android Smart Phone Devices ("**Devices**"), and enable users to access, review and use certain data (and perform certain actions with such data) where such data is provided by a connection to a Biomark server.

Biomark reserves the right to review and change any of these Terms by updating this page at its sole discretion. Any changes to these Terms take immediate effect from the date of their publication on the Website. Biomark may also make improvements and/or changes to the Services at any time without notice. We encourage you to periodically read these Terms to see if there have been any changes to our policies that may affect you. Your continued use of our Website, or any of the Services offered through our Website, will signify your continued agreement to these Terms as they may be revised. Please keep a copy of the Terms for your records.

ELIGIBILITY AND REGISTRATION TO USE THE SERVICES

You may access and browse our Website freely. However, in order to access the Services, you must first register for an account through the Biomark platform or the Biomark Mobile Application (the "**Account**").

You warrant that any information you give to Biomark in the course of completing the account registration process will always be accurate, correct and up to date and you agree to update such information as needed. If you do not, we might have to suspend or terminate your Account.



Once you have completed the registration process, you will be a registered member of the Website (“**Member**”) and agree to be bound by the Terms.

Any personal information provided to us as part of the registration process will be collected, used and processed in accordance with our [Privacy Policy](#).

By signing up for an Account, you represent and warrant that you are at least 18 years of age. If you are below 18 years old, you must obtain consent from your parent(s) or legal guardian(s). By continuing to use the Website or Services (thereby agreeing to these Terms), your parent(s) or legal guardian(s) are agreeing to take responsibility for: (i) your actions in your use of the Website or Services; (ii) any charges associated with your use of the Website or Services; and (iii) your compliance with these Terms. If you do not have consent from your parent(s) or legal guardian(s), you must cease using the Website or Services immediately.

YOUR OBLIGATIONS AS A MEMBER

As a Member, you agree to comply with the following:

- (a) You have the sole responsibility for protecting the confidentiality of your login details such as your username and password and/or email address. Use of your login details or Account by any other person may result in the immediate cancellation of your Account and the suspension or termination of any Services procured.
- (b) Any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Biomark of any unauthorized use of your Account, password or email address or any breach of security of which you have become aware.
- (c) Access and use of the Website is limited for the sole use of the Website by you for the purposes of the Biomark Group providing the Services.
- (d) You will not use the Services or Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Biomark or the Biomark Group.
- (e) You will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website.
- (f) You agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Biomark for any illegal or unauthorized use of the Website.
- (g) You acknowledge and agree that any automated use of the Website or its Services is prohibited.
- (h) That the termination of your Account will also result in the termination of your status as a Member and you will no longer be permitted to procure any Services.

PROCUREMENT OF HEALTHCARE PRODUCTS & SERVICES

Apart from Services, the Website may from time to time also offer various healthcare products (“**Healthcare Products**”). The Healthcare Products and Services may be sold by third party vendors or entities in the Biomark Group (“**Vendors**”). If you are purchasing any Healthcare Products and Services via the Website, the following terms shall apply:

A. Placing of Orders

You may place an order for any Healthcare Products and Services after you have completed the registration process and have setup your Account and gained the status of a Member. Your order may be completed by filling in the order form on the Website wherein you will be required to click “Confirm Purchase” or “Purchase” (“**Order**”). Vendors will not accept Orders placed in any other manner.

All Orders shall be subject to Vendors’ acceptance in their sole discretion and each Order accepted by a Vendor shall constitute a separate agreement between the Vendor and you. You acknowledge that unless you receive a notice from the Vendor accepting your Order or arranging for an appointment, your Order shall not be considered to have been accepted and the Vendor shall not be party to any legally binding agreement with you for the sale of or other dealings with the Healthcare Products and Services and accordingly, Vendors shall not be liable for any losses which may be incurred by you as a result. The Vendors reserve the right to decline to process or accept any Order received from or through the Website in their absolute discretion.

B. Prices of the Healthcare Products and Services

The price of the Healthcare Products and Services listed on the Website payable by you shall be the price as stated on the Website (the “**Price**”).

All Prices of the Healthcare Products and Services may be subject to taxes, unless otherwise stated. We reserve the right to amend the Price of any Healthcare Products and Services at any time without giving any reason or prior notice.

C. Risk and property of the Healthcare Products and Services

Risk of damage to or loss of the Healthcare Products and Services shall pass to you at the time of delivery or if you wrongfully fail to take delivery of the Healthcare Products and Services at the time when Biomark or the Vendor (as the case may be) has tendered delivery of the Healthcare Products and Services to you.

Notwithstanding delivery and the passing of risk in any Healthcare Products and Services, legal title to the same shall not pass to you until Biomark has received payment in full of the Price of the purchased Healthcare Products and Services.

Until such time you shall not have any title to the Healthcare Products and Services and shall:

- (a) _____ shall hold the Healthcare Products and Services as Biomark’s fiduciary agent and bailee and shall keep the Healthcare Products Services separate from those of yours;
- (b) Biomark shall be entitled at any time to demand you to deliver up the Healthcare Products and Services to Biomark (or its nominee) and in the event of non-compliance, Biomark reserves its right to take legal action against you for the delivery up of the Healthcare Products and Services and seek damages and all other costs including but not limited to legal fees against you; and/or
- (c) you shall not pledge or in any way charge by way of security for any indebtedness any of the Healthcare Products and Services which remain the property of Biomark and if you do so, all moneys owing by you to Biomark shall (without prejudice to any other right or remedy of Biomark) become due and payable.



You acknowledge that:

- (a) While we endeavour to provide an accurate description of the Healthcare Products and Services, we do not warrant that such description is accurate, current, or free from error.
- (b) Biomark shall not be liable for any failure or delay in delivery of your purchased Healthcare Product and Services howsoever caused (except in cases where Biomark is also the Vendor).
- (c) The pricing or availability of the Healthcare Products and Services may change at any time at Biomark's sole discretion. Biomark shall not be responsible for any such changes.
- (d) You shall pay the relevant fees for any Healthcare Products and Services purchased and abide by all applicable payment terms as may be made known to you.

D. Payment

Unless otherwise specified, you are required to make full payment of the applicable fees at the time of ordering a particular Healthcare Product or Service. Save as provided below, all orders for Healthcare Products and Services are irrevocable and payments non-refundable, subject to Section E (Refunds and Cancellations) below.

Unless otherwise specified or agreed between parties, payment made by you to us under these Terms shall be processed through third-party payment channels which provide a safe and secure means of collecting payments via the internet. We take no responsibility and assume no liability for any loss or damages to you arising from payment information entered by you or wrong remittance by you in connection with the payment for the Healthcare Products and Services.

We reserve the right to check whether you are duly authorised to use certain payment method and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

We also reserve the right to suspend the processing of any transaction where we reasonably believe that the transaction may be in breach of these Terms or applicable laws, guidelines or codes.

E. Refunds and Cancellations

In respect of the purchase of any Healthcare Products and Services on the Website:

- (a) such orders successfully made through the Website are strictly not eligible for cancellation; and
- (b) Healthcare Products and Services purchased through the Website are also not eligible for exchange and are non-refundable, save as set out below.

You may apply for a refund and/or exchange of a Healthcare Product or Service only in the following circumstances:

- (a) The Healthcare Product or Service has not been received by you.
- (b) The Healthcare Product or Service was defective and/or damaged on delivery.
- (c) The Healthcare Product or Service delivered to you is materially different from the description provided by the Vendor in the listing of the Healthcare Product or Service on the Website.

Your application for a refund must be submitted via the Website.

The approval of your request for refund or exchange will be made by Biomark in its sole discretion. You acknowledge and agree that Biomark's decision is final, conclusive and binding, and covenant and agree that you will not bring suit or otherwise assert any claim against Biomark, the Biomark Group, or its affiliates in relation to such decision. Further to the review of your request, Biomark may offer one or more of the following remedies to you:

- (a) To provide a replacement Healthcare Product or Service to you (which is identical or substantially similar to the Healthcare Product or Service ordered by you) within a reasonable time and without causing significant inconvenience to you.
- (b) To refund all or part of the fees paid by you in respect of the relevant Healthcare Product or Service.

In the event you are entitled to any refund or replacement for any reason in respect of any Healthcare Product or Service, we may require you to provide additional information prior to processing any refund/exchange and you agree to cooperate with us. If required by us, you must ship the defective Healthcare Product or Service to a location designated by us within a specified timeframe.

CONSENT TO USE OF DATA

You agree that Biomark may collect, use, store, process, maintain, upload, sync, transmit, share, disclose and use your Personal Data (as defined in the [Privacy Policy](#)) as provided by you or that may be derived from your use of our Website, or procurement of Healthcare Products and Services, in particular from clinical tests, such as COVID-19 screening tests, the analysis of blood samples, or other health screening tests that may be made available to you via our Website. The data you provide when using our Website or procurement of Healthcare Products and Services, along with your Personal Data (collectively, "**User Data**"), will also be used to improve our Website (including its functionality), the Healthcare Products and Services offered, or any other services that Biomark views as being of interest to or beneficial to you.

You acknowledge that use of the Website may result in User Data being transmitted or disclosed to or accessed by Biomark, the Biomark Group, or other third parties in accordance with Biomark's [Privacy Policy](#), including any transfer of User Data outside of your jurisdiction. BY REGISTERING AS A MEMBER, YOU EXPRESSLY CONSENT TO THE COLLECTION, USE, STORAGE, PROCESSING, MAINTENANCE, UPLOADING, SYNCING, TRANSMITTING, SHARING, OR DISCLOSURE OF USER DATA as set out in our [Privacy Policy](#). By continuing to use the Website or procure Healthcare Products and Services, you indicate your continued consent to such collection, use, storage, processing maintenance, uploading, syncing, transmitting, sharing, or disclosure of your User Data.

SECURITY AND CONFIDENTIALITY

We afford the same degree of confidentiality to medical information stored on the Website as is given to health information stored by Biomark in any other medium. Biomark is committed to protecting the confidentiality of your health information. We limit our employees' access and ability to enter or view health information based upon their role in your care. We have taken steps to make all health information we receive as secure as possible against unauthorized access, use, or disclosure.

DISCLAIMERS

General disclaimer

You expressly acknowledge and agree that use of the Website and your reliance on the operation, output or results of the Website is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Website and any services are provided “as is” and “as “available”, with all faults and without warranty of any kind, and Biomark hereby disclaims all warranties and conditions with respect to the Website and any Website services, either express, implied or statutory, including but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, or accuracy, of quiet enjoyment, and non-infringement of third party rights. Biomark does not warrant against interference with your enjoyment of the Website, that the functions contained in, or Website services performed or provided by, the Website will meet your requirements, that the operation of the Website or Website services will be uninterrupted or error-free, or that defects in the Website or Website services will be corrected. No oral or written information or advice given by Biomark, the Biomark Group, its authorized representatives, or its partners shall create a warranty. Should the Website or Services prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties or conditions or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

Specific disclaimer in relation to Healthcare Products

We do not endorse or recommend any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website and that any arrangement entered into between you and any Vendor or any third party named or linked to or from the Website is at your sole risk and responsibility. You acknowledge that Biomark does not provide medical advice, diagnosis, treatment, or dispensary/pharmacy services and the Website comprises a technology platform and infrastructure for the sale and purchase of the Services and/or Healthcare Products by the Vendors.

Specific disclaimer in relation to clinical test ordering feature

Biomark has taken reasonable steps to ensure that all clinical tests ordered by you through the Website shall be performed by medical laboratories which are accredited and licensed under applicable laws and which have in place measures to ensure proper quality assurance of the testing services. Notwithstanding the above, Biomark makes no representations or warranties, whether express or implied, regarding the conduct of the clinical tests by the relevant participating clinics and medical laboratories (including the accuracy or completeness of any test result or report arising from such clinical tests). Before ordering any clinical tests via the Website, please consult a healthcare professional for advice. We do not endorse or recommend any specific test listed on the Website and the ordering of any tests on the Website is at your sole risk and responsibility. You should also not rely solely on the content or information of the test results or reports to make any medical decisions and further testing, examination, evaluation of healthcare professional may be required.

LINKS TO THIRD PARTY WEBSITES

The Website provides links to other websites, mobile applications, or content that are not owned or controlled by Biomark, the Biomark Group, Biomark’s partners, sponsors or other providers (“**Third Party Providers**”). These links are intended to connect you easily to additional sources of health information or third-party services that may be of interest to you. We may not have any business relationship with the Third Party Provider that controls this type of content and such links are offered only as a convenience to you. Biomark is not responsible for the content, security or the privacy



practices of Third Party Providers. Please review the privacy statement and any terms of use of each Third Party Providers you use. Unless we specifically advise you otherwise, links to Third Party Providers do not constitute or imply endorsement by Biomark of those sites, the information they contain or any products or services they describe or offer.

LIMITATION ON LIABILITY

You expressly understand and agree that Biomark, the Biomark Group, its affiliates, employees, agents, contributors and licensors shall not be liable to you, to the fullest extent allowed by law, for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

PROHIBITED ACTIVITY

You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party. In consideration of being allowed to use the Website, you agree that the following actions shall constitute a material breach of these Terms: (a) signing on as or pretending to be another person; (b) using secure messaging for any purpose in violation of local, state, national, international laws or posted Biomark policies; (c) transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others; (d) transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Biomark personnel) or entity as determined by Biomark in its sole discretion; (e) using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others; (f) collecting information about others, including e-mail addresses; (g) intentionally distributing viruses or other harmful computer code; and (i) Biomark expressly reserves the right, in its sole discretion, to terminate a user's access to the Website due to any act delineated above, or any act that would constitute a violation of these Terms.

COPYRIGHT AND INTELLECTUAL PROPERTY

The Website, the Services and all related content, information and products of Biomark are subject to copyright. The material on the Website is protected by copyright under the laws of the relevant jurisdiction where you are located and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes and are reserved by Biomark or its contributors.

All trademarks, service marks and trade names are owned, registered ad/or licensed by Biomark, who grants to you a worldwide, non-exclusive, royalty free, revocable license whilst you are Member to:

- (a) Use the Website pursuant to these Terms;
- (b) Copy and store Website and material contained on the Website in your Device's cache memory; and
- (c) Print pages from the Website for your own personal and non-commercial use.

Biomark does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Biomark.

Biomark retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

- (a) Business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright; or
- (b) Right to use or exploit a business name, trading name, domain name, trademark, or industrial design; or
- (c) Rights in a thing, system or process that is the subject of a patent, registered design, or copyright (or an adaptation or modification of such a thing, system or process), to you.

You may not without the prior written permission of Biomark and the permission of any other relevant rights owners, broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, make derivative works, adapt or change in any way the content of the Website, Healthcare Products, or Services (including any Third Party Services) for any purpose, unless otherwise provide by these Terms. This prohibition does not extend to the materials on the Website which are freely available for re-use or are in the public domain.

COMPETITORS

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Biomark and the Biomark Group. Competitors are not permitted to use or access any information or content on our Website. If you breach this provision Biomark will hold you fully responsible for any loss that we or our affiliates in the Biomark Group may sustain and hold you accountable for all profits that you might make from such breach.

INDEMNITY

You agree to indemnify Biomark, the Biomark Group, its affiliates, employees, agents, contributors, and third-party content providers and licensors from and against any breach by you of the Terms.

OWNER

The Owner of the Website is Biomark Pte. Ltd. If you have any questions about the Website, please send an email to hello@biomarking.com.

MISCELLANEOUS

No joint venture, partnership, employment, or agency relationship exists between you and Biomark as a result of the Terms or use of the Website or from procurement of any Healthcare Products and Services.

If any provision of these Terms or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and shall not affect the validity, legality or enforceability of any other provision of these Terms.

The failure of Biomark to enforce any right or provision in the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Biomark in writing.

These Terms comprise the entire agreement between you and Biomark and supersedes all prior communications between you and Biomark regarding the subject matter contained in these Terms. However, if you are accessing the Website and/or purchasing the Healthcare Products and Services as part of an initiative, programme or project run by Biomark, Biomark Group and/or other third parties, there may be separate terms and conditions governing your use of the Website and/or the purchase of Healthcare Products and Services (which will be notified to you) (“**Programme-Specific T&Cs**”). In the event of any inconsistency between these Terms and the Programme-Specific T&Cs, the Programme-Specific T&Cs shall prevail.

You shall not have the right to assign all or any part of your interest in these Terms without our prior written consent.

No person who is not a party to these Terms shall any right to enforce any term herein.

We shall not be liable for any delay in performing or for failure to perform our obligations if the delay or failure results from any of the following:

- (a) acts of God, flood, drought, earthquake or other natural disasters;
- (b) an outbreak of an epidemic or pandemic (including any Covid-19 Effect (as defined below));
- (c) hostilities, riot, civil disturbance, or acts of terrorism;
- (d) the act of any government or authority (including refusal or revocation of any licence or consent through no fault of Biomark);
- (e) fire, explosion, flood, or bad weather;
- (f) default of suppliers or subcontractors;
- (g) interruption or failure of utility service;
- (h) theft, malicious damage, strike, lock-out or industrial action of any kind; and
- (i) any cause or circumstance whatsoever beyond Biomark’s reasonable control.

For the purposes of these Terms, a “**COVID-19 Effect**” means any change, event, or development or effect related to:

- (a) the presence, transmission, threat or fear of a novel coronavirus, including the infectious disease known as Coronavirus Disease 2019 or any evolution thereof; or
- (b) any mandatory or advisory restriction issued, or order or action ordered or threatened, by any governmental or regulatory authority in connection therewith, including any applicable law.



NOTICE

Any notice or other communication in connection with this website (each, a “**Notice**”) shall be in writing and delivered by hand, electronic mail or registered post.

A Notice to BioMark shall be sent to the following addresses, or such other address as BioMark may notify from time to time:

BIOMARK PTE. LTD. (201717820D)

Address: #06-04, Frontech Centre, 15 Jalan Kilang Barat, Singapore 159357

Email: hello@biomarking.com

Contact: +65 98960831

MYBIOMARK SDN. BHD. (1277297-V)

Address: Wisma Kemajuan, L34, 3rd Floor, No. 2, Jalan 19/1B, 46300 Petaling Jaya, Selangor

Email: hello@biomarking.com

Contact: +60 11-5410 7588