

Terms of Use

1. About this App

- 1.1 This healthcheck app (App) is provided by B. Braun Medical Industries Sdn. Bhd. (“BMI”) as part of BMI’s measures to protect the employees in the workplace in accordance with BMI’s guideline (document no. HC-MY01-G-6-3-10-005-1-A), policy (document no. HC-MY01-G-6-3-10-005-0-A) and the laws, regulations, guidelines, directives and rulings of the regulatory authorities (collectively, the “Regulations”).

2. What is this App for?

- 2.1 This App is a convenient way for BMI employees to perform their daily health check. The information is then sent to BMI HR to assess if an employee should be permitted in the workplace and to help with faster contact tracing. This helps to keep the workplace safe.
- 2.2 This App is a software application for recording, monitoring and reporting your health status with respect to the Regulation, facilitating contact tracing and analysis to trace infection clusters and to protect other employees in BMI. Data gathered by this App may also be disclosed to regulatory authorities including the Ministry of Health.
- 2.3 This App is not a medical device and is also not intended to determine the existence or absence of any medical or health condition. You are responsible for your own wellbeing, and/or of the need for you to consult a medical professional for any health issues.
- 2.4 Your answers to the questionnaire in the App provides information with respect to health status monitoring, contact tracing and other purposes as stated in Section 6. You acknowledge that it is your duty to answer the questions and provide the information correctly and accurately. If you are providing the information on other people, such as name and contact details, you need to obtain their consent for disclosure and inform them that the name and contact may be used for contact tracing purposes and that BMI or the MOH may contact them if the need arises and that all information will be held in accordance with BMI’s Privacy Policy. If you are providing the information of a person who is below 18 years old, you acknowledge and confirm that you have obtained the consents of his/ her parents prior to disclosure of his/ her information to BMI for BMI’s use in accordance with the Terms (as hereafter defined).

3 Must I download and use this App?

- 3.1 This is a voluntary App. You do not have to use this App but if you don’t, then you must perform BMI’s daily healthcheck online. Performance of the daily healthcheck is mandatory as part of BMI’s workplace safety measures under the Regulations.

4. Who owns the App and who should use it?

- 4.1 This App and its technology, functionality and services (“Services”) are operated by BMI for the use of its employees. Do not use this App if you are not an employee of BMI.

5. Are there any other policies I should refer to?

- 5.1 The terms here, BMI's Privacy Policy, BMI's guideline bearing document no. HC-MY01-G-6-3-10-005-1-A, BMI's policy bearing document no. HC-MY01-G-6-3-10-005-0-A, and other policies and information published or referred to in the use of the Services (collectively, the "Terms") form the basis of the agreement between you and BMI. By accessing and using the App, you are entering into a legal agreement with BMI and are agreeing to the Terms.
- 5.2 BMI's Privacy Policy can be found at <https://www.bbraun.com.my/en/Privacy-Policy.html>. The policy sets out how BMI collects, processes, hold, discloses and uses personal information. The information BMI collects from you is used for the purpose set out in Section 6 and will be held in accordance with BMI's Privacy Policy.
- 5.3 By using or accessing this App you agree that BMI may collect use hold and disclose personal information as set out in these terms and in BMI's Privacy Policy and that you have informed persons named by you as your close contact (see Section 6) of BMI's Privacy Policy and obtain their consent to you disclosing their information.

6 What does the Company do with the data collected via this App?

- 6.1 As already mentioned the information collected is used for contact tracing, symptom monitoring. Your answers to the questionnaire in the App will provide information to facilitate symptoms monitoring and contact tracing purposes. Information on symptoms pursuant to the Regulations, events attended by you, individuals who were in close contact with you are all important information to be collated for tracing purposes.
- 6.2 The information collected via the App also serves to validate any applications which you may make in respect of medical leave, quarantine requirements or other forms of absences. If necessary, BMI will also share your information and/or your close contact information to Ministry of Health Malaysia.

7. How do I access the App?

- 7.1 Once you download this App from an App Store, you need to register as a user within the App. A valid employee ID, date of birth and your current and valid phone number is required for the user registration.
- 7.2 You are responsible to ensure that information provided by you is accurate and you are required to review your user profile and to update your contact particulars if there is any change. Your information will be saved locally in the App and in data centre maintained or managed by BMI.
- 7.3 Your right to use the App and the Services will end automatically if you are no longer an employee of BMI and BMI also reserves the right at BMI's sole discretion to revoke your use or to discontinue the use of the App at any time.

8 Confidentiality

- 8.1 You must remember that the App is provided as part of BMI's workplace safety policy and hence as part of your employment with BMI. Any data which you may obtain from the use of the App is confidential and access is exclusively intended for the personal use of the user concerned. You are obliged to maintain confidentiality about the access data and to prevent the unauthorised use of the App by third parties. You must not, therefore, pass on the

access data, especially your password, to anyone, including your family members or colleagues. If you learn about a misuse of the access data or if you even suspect this to be the case, then you must inform BMI immediately.

In the event of misuse or presumed misuse of your access data, BMI is authorised to block access to the Apps immediately. All access using your access data will be treated as your access and you will be responsible for consequences of third party use.

9 Use of the App

9.1 The Services are provided to protect the employees. Hence, you must not provide false or misleading information and action may be taken for failure to comply with the Terms. All use must comply with applicable law or any order or requirement of governmental body or court order and you acknowledge that BMI has the right, but not the obligation to monitor your access to or use of the Services.

9.2 You are granted a non-transferable, non-exclusive, revocable licence to use the App on your device and this is a limited licence and all other rights are reserved by BMI. Nothing herein grants you any license or the title to a copyright, patent, trademark or other industrial property right.

BMI reserves the right to temporarily or permanently lock your access to the App in the case of any breach of the Terms or otherwise. A breach would include, but not be limited to, the provision of incorrect details in the User Profile, passing on your access data without authorisation, especially your password, and/or the misuse of the content and applications made available by BMI.

If your access to the App is temporarily suspended or terminated, you will still be required to complete the daily healthcheck by accessing the online version.

9.3 Your access to the App depends on telecommunications, internet service providers, your device's technical specifications and other external factors. Access to the App at all times is not guaranteed. If you cannot access the App, the daily healthcheck must still be completed by using the online version available in the BKC.

9.4 BMI will use reasonable skill and due care in providing Services but BMI does not warrant or undertake that the contents created by you in the App and any locally saved versions of documents will not be subject to inadvertent damage, corruption or loss, and BMI reserves the right to delete your data in accordance with the Terms.

9.5 The design of the App (inasmuch as it does not concern standard app element) as well as the text, images, graphics, layouts, sounds, animations, videos and database contained herein are copyright protected or are subject to other laws protecting intellectual property. BMI is entitled to these rights, if nothing to the contrary is shown.

9.6 BMI does not warrant or represent the accuracy, completeness or actuality of the information contained within the Apps including, but not limited to, the page contents, the published documents and the existence of viruses. Any liabilities which may attach to BMI arising from making available the App and in relation to the use of the App is excluded.

9.7 BMI reserves the right to change the Terms at any time.

- 9.8 The formation, interpretation and operation of this agreement and any dispute or claim arising out of or in connection therewith shall be governed and construed in accordance with Malaysian law and each of us irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.
- 9.9 If any of the provisions in the preceding Terms are deemed void or unenforceable, or become completely or partially void or unenforceable, this will not affect the validity of the remaining provisions. A legally valid provision coming as close as possible to the provision that ceases to exist will take its place.
- 9.10 In the event of any conflict between English version and Malay version, English version shall prevail.