

移動應用程式條款

高醫健康有限公司免責聲明

1. 條款協定。

本條款和條件構成您之間,無論是個人還是代表實體("您")和[企業實體名稱]("我們"或"我們的"),就您訪問和使用 Gold E App/Website 以及任何其他媒體形式、媒體管道、移動 App/Website 或移動應用程式/網頁相關的、連結或以其他方式連接到(統。,"應用程式/網頁")。您同意,通過訪問應用程式/網頁,您已閱讀、理解並同意受所有這些條款和條件的使用的約束。如果您不同意所有這些條款和條件,則明確禁止您使用該應用程式/網頁,並且必須立即停止使用。

補充條款和條件或檔,可能會不時張貼在應用程式/網頁明確納入此處的參考。我們保留隨時出於任何原因隨時更改或修改本條款和條件的權利。我們將通過更新本條款和條件的「上次更新」日期來提醒您任何更改,並且您放棄接收每個此類更改的特定通知的任何權利。您有責任定期查看這些條款和條件,以隨時瞭解最新情況。在發佈此類修訂條款的日期之後,您將繼續使用本應用程式/網頁,並將被視為已瞭解並已被接受任何修訂條款和條件中的更改。

應用程式/網頁上提供的資訊不供任何司法管轄區或國家/地區的任何個人或實體分發或使用,如果此類分發或使用違反法律或法規,或要求我們遵守此類司法管轄區或國家/地區內的任何註冊要求。因此,選擇從其他地點訪問應用程式/網頁的人是主動這樣做的,如果當地法律適用,則他們完全負責遵守當地法律。

2. 用戶註冊。

您可能需要向應用程式/網頁註冊。您同意對您的密碼保密,並將負責對您的帳戶和密碼的所有使用。如果我們自行決定該使用者名不適當、淫穢或其他令人反感,我們保留刪除、收回或更改您選擇的使用者名的權利。

3. 禁止的活動。

您不得存取或將該應用程式/網頁用於我們提供該應用程式/網頁的其他目的以外的任何目的。除我們特別認可或批准的商務工作外,不得將應用程式/網頁用於任何商務工作。

4 作為應用程式/網頁的使用者,您同意不會:

4.1 系統地從應用程式/網頁檢索數據或其他內容,以直接或間接創建或編譯集合、編譯、資料庫或目錄,而無需我們的書面許可。

- 4.2 未經授權使用應用程式/網頁,包括透過電子或其他方式收集使用者的使用者名稱和/或電子郵件位址,以便發送未經請求的電子郵件,或透過自動方式或以虛假幌子創建使用者帳戶。
- 4.3 使用購買代理或採購代理在應用程式/網頁上進行購買。
- 4.4 使用應用程式/網頁進行廣告宣傳或提供銷售商品和服務。
- 4.5 規避、禁用或以其他方式干擾應用程式/網頁的安全相關功能,包括阻止或限制使用或複製任何內容或強制限制使用應用和/或其中所包含內容的功能。
- 4.6 從事未經授權的框架或連結到應用程式/網頁。
- 4.7 欺騙、欺騙或誤導我們和其他使用者,特別是在任何試圖瞭解敏感帳戶資訊(如用戶密碼)時;
- 4.8 不當使用我們的支援服務或提交虛假濫用或不當行為報告。
- 4.9 參與系統的任何自動使用,例如使用腳本發送評論或消息,或使用任何數據挖掘、機器人或類似的數據收集和提取工具。
- 4.10 干擾、干擾或對應用程式/網頁或連接到應用程式/網頁的網路或服務造成不適當的負擔。
- 4.11 嘗試冒充其他使用者或他人或使用其他使用者的使用者名。
- 4.12 出售或以其他方式轉讓您的個人資料。
- 4.13 使用從應用程式/網頁獲得的任何資訊來騷擾、虐待或傷害他人。
- 4.14 使用應用程式/網頁作為與我們競爭或以其他方式使用應用程式/網頁和/或內容的任何創收努力或商業企業的任何努力的一部分。
- 4.15 破譯、反編譯、拆解或反向工程任何軟體組成或以任何方式組成應用程式/網頁的一部分。
- 4.16 試圖繞過旨在阻止或限制對應用程式/網頁或應用程式/網頁任何部分的訪問的應用程式/網頁的任何措施。
- 4.17 騷擾、惹惱、恐嚇或威脅我們任何參與為您提供應用程式/網頁任何部分的員工或代理。
- 4.18 從任何內容中刪除版權或其他擁有權聲明。
- 4.19 複製或調整應用程式/網頁的軟體,包括但不限於快閃記憶體、PHP、HTML、JavaScript 或其他代碼。
- 4.20 上傳或傳輸(或試圖上傳或傳輸)病毒、特洛伊木馬或其他材料,包括過度使用大寫字母和垃圾郵件(不斷發佈重複文本),干擾任何一方不間斷地使用和享受應用程式/網頁或修改、損害、擾亂、更改或干擾應用程式/網頁的使用、功能、功能、操作或維護。
- 4.21 上傳或傳輸(或試圖上傳或傳輸)任何充當被動或主動資訊收集或傳輸機制的材料,包括但不限於清晰的圖形交換格式("gifs"),1x1象素、網路錯誤、Cookie或其他類似設備(有時稱為"間諜軟體"或"被動收集機制"或"pcms")。

4.22 除非可能是標準搜尋引擎或互聯網瀏覽器使用、使用、啟動、開發或分發任何自動化系統的結果,包括但不限於任何爬巡程式、機器、欺騙用程式、刮刀程式或離線閱讀器訪問應用程式/網頁,或使用或啟動任何未經授權的腳本或其他軟體。

4.23 在我們看來,我們和/或應用程式/網頁貶低、玷污或以其他方式傷害。

4.24 以不符合任何適用法律或法規的方式使用應用程式/網頁。

4.25 [其他]

5.使用者作出的貢獻。

應用程式/網頁可能會邀請您聊天、貢獻或參與博客、留言板、在線論壇和其他功能,並可能為您提供創建、提交、發佈、顯示、傳輸、執行、發佈、分發或廣播內容和材料的機會,包括但不限於文本、文字、視頻、音訊、照片、圖形、評論、建議或個人資訊或其他材料(統稱,"貢獻")。應用的其他使用者可以通過第三方 App/Website 查看貢獻。因此,您傳輸的任何貢獻可能被視為非機密和非專有。當您建立或提供任何貢獻時,您因此聲明並保證:

5.1 創建、分發、傳輸、公開展示或表演,以及訪問、下載或複製您的貢獻不會、也不得侵犯專有權利,包括但不限於任何第三方的版權、專利、商標、商業機密或道德權利。

5.2 您是應用程式/網頁及其使用條款所設想的任何方式使用您的貢獻的建立者和擁有者,或擁有必要的許可、權利、同意、發佈和許可權,以便使用和授權我們、應用程式/網頁和其他應用程式/網頁的使用者以任何方式使用您的貢獻。

5.3 您獲得您貢獻中每個可識別個人的書面同意、釋放和/或許可,使用每個可識別個人的姓名或特徵,以便以應用程式/網頁和本使用條款所設想的任何方式包含和使用您的貢獻。

5.4 您的貢獻不是假的、不準確的或誤導性的。

5.5 您的捐款不是未經請求或未經授權的廣告、促銷材料、金字塔計劃、連鎖信、垃圾郵件、群發郵件或其他形式的招攬。

5.6 您的貢獻不是淫穢、猥褻、淫穢、骯髒、暴力、騷擾、誹謗、誹謗或其他令人反感的(由我們確定)。

5.7 您的貢獻不會嘲笑、嘲笑、貶低、恐嚇或虐待任何人。

5.8 您的貢獻不提倡暴力推翻任何政府,或煽動、鼓勵或威脅對他人進行身體傷害。

5.9 您的貢獻不違反任何適用法律、法規或規則。

5.10 您的貢獻不會侵犯任何第三方的隱私或公開權利。

5.11 您的貢獻不包含任何向未滿 18 歲的任何人索取個人資訊或以性或暴力方式剝削 18 歲以下的人的材料。

5.12 您的貢獻不違反任何有關兒童色情的聯邦或州法律,或以其他方式旨在保護未成年人的健康或健康;

5.13 您的貢獻不包括與種族、民族血統、性別、性偏好或身體殘疾相關的任何冒犯性評論。

5.14 您的貢獻不會以其他方式違反或連結到違反本使用條款或任何適用法律或法規的任何規定的材料。

違反上述規定使用本應用程式/網頁的行為違反了本使用條款,並可能導致您終止或中止使用本應用程式/網頁的權利。

6. 移動應用程序許可證。

使用許可證。

如果您透過行動應用程式/網頁存取應用程式/網頁,則我們授予您可撤銷、不可排他性、不可轉讓、在您擁有或控制的無線電子設備上安裝和使用行動應用程式/網頁的有限權利,以及嚴格按照本使用條款中包含的本行動應用程式/網頁許可證的條款和條件存取和使用行動應用程式/網頁的權利。您不得:(1) 反編譯、逆向工程、拆解、嘗試派生應用程式/網頁的原始程式碼或解密應用程式/網頁;(2) 對申請的修改、改編、改進、改進、翻譯、衍生工作;(3) 違反與您訪問或使用應用程式/網頁相關的任何適用法律、規則或法規;(4) 刪除、更改或遮蓋我們或申請許可方發佈的任何專有通知(包括任何版權或商標通知);(5) 將應用程式/網頁用於任何創收活動、商業企業或其他未設計或打算用於目的;(6) 通過網路或其他環境提供應用程式/網頁,允許多個設備或使用者同時訪問或使用;(7) 使用該應用程式/網頁創建直接或間接與應用程式/網頁競爭或以任何方式替代應用程式/網頁的產品、服務或軟體;(8) 使用該應用程式/網頁向任何 App/Website 發送自動查詢或發送任何未經請求的商業電子郵件;或 (9) 在設計、開發、製造、許可或分發任何應用程式/網頁、附件或設備時,使用任何專有資訊或我們的任何介面或其他智慧財產權,以用於應用程式/網頁。

7. 蘋果和安卓設備。

當您使用從 Apple Store 或 Google Play(每個"應用分銷商")獲得的行動應用程式/網頁存取應用程式/網頁時,適用以下條款:(1) 授予您的行動應用程式/網頁許可僅限於在使用 Apple iOS 或 Android 作業系統的裝置上使用該應用程式/網頁的不可轉讓許可證(如適用),並符合適用應用分銷商服務條款中規定的使用規則;(2) 我們有責任根據本使用條款或適用法律另有要求,就本移動應用程序許可證的條款和條件中指定的移動應用程式/網頁提供任何維護和支援服務,並且您承認每個應用程式/網頁分銷商沒有義務就移動應用程式/網頁提供任何維護和支援服務;(3) 如果移動應用程式/網頁未能遵守任何適用的保修,您可以通知適用的應用程式/網頁分銷商,應用程式/網頁分銷商可根據其條款和政策退還為移動應用程式/網頁支付的購買價格(如果有),並在適用法律允許的最大範圍內,應用程式/網頁分銷商對移動應用程式/網頁沒有任何其他保修義務;(4) 您聲

明並保證:(i) 您不在受美國政府禁運的國家/地區,或被美國政府指定為"支援恐怖主義"的國家/地區,以及(ii) 您未被列入任何美國政府禁止或受限制方名單;(5) 使用移動應用程式/網頁時必須遵守適用的第三方協議條款,例如,如果您有 VoIP 應用程式/網頁,則在使用行動應用程式/網頁時不得違反其無線資料服務協定;和(6) 您承認並同意,應用程式/網頁分銷商是本使用條款中包含的本移動應用程式/網頁許可證條款和條件的第三方受益人,並且每個應用程式/網頁分銷商將有權(並將被視為已接受權利)執行本使用條款中包含的本移動應用程式/網頁許可證中包含的條款和條件,以對抗您作為本使用條款的第三方受益人。

8. 社交媒體。

作為該應用程序功能的一部分,您可以通過以下方式之一將您的帳戶與您與第三方服務提供者的在線帳戶(每個此類帳戶稱為"第三方帳戶")關聯起來:(1) 提供您的第三方帳戶通過應用程序登錄信息;或(2) 根據適用於您使用每個第三方帳戶的適用條款和條件的允許,允許我們訪問您的第三方帳戶。您聲明並保證,您有權向我們披露您的第三方帳戶登錄信息和/或授予我們訪問您的第三方帳戶的權限,而不違反您的任何適用於您使用適用條款的條款和條件第三方帳戶,並且沒有義務我們支付任何費用或使我們不受第三方帳戶的第三方服務提供者施加的任何使用限制。通過授予我們訪問任何第三方帳戶的權限,您了解(1) 我們可以訪問,提供和存儲(如果適用)您提供給第三方帳戶並存儲在其中的任何內容("社交網絡內容"),以便可以通過您的帳戶在應用程序上和通過應用程序使用,包括但不限於任何朋友列表和(2) 當您將您的帳戶連結到第三方帳戶時,我們可能會向您的第三方帳戶提交和接收其他資訊,只要您收到通知,您就將您的帳戶連結到第三方帳戶。根據您選擇的第三方帳戶,並受您在第三方帳戶中設置的隱私設置的約束,您發布到您的第三方帳戶的個人身份資訊可能在應用程式/網頁上通過您的帳戶提供。請注意,如果第三方帳戶或關聯服務不可用,或者我們訪問此類第三方帳戶被第三方服務提供者終止,則社交網絡內容可能不再在應用程式/網頁上和通過應用程式/網頁提供。您可隨時禁用應用程式/網頁上的帳戶與您的第三方帳戶之間的連接。請注意,您與您的第三方帳戶關聯的第三方服務提供者的關係僅受您與此類第三方服務提供者的協定管轄。我們不努力審查任何社交網絡內容用於任何目的,包括但不限於準確性、合法性或非侵權,並且我們不對任何社交網絡內容負責。您承認並同意,我們可能會訪問您的電子郵件通訊錄,該電子郵件通訊錄與第三方帳戶關聯,以及存儲在您的行動裝置或平板電腦上的連絡人清單,僅用於識別和通知您已註冊使用本應用的連絡人。您可以使用下面的聯繫資訊或您的帳戶設置(如果適用)聯繫我們,停用應用程式/網頁與第三方帳戶之間的連接。我們將嘗試刪除通過此類第三方帳戶獲得的任何存儲在我們伺服器上的資訊,但與您的帳戶關聯的使用者名和個人資料圖片除外。

9. 數位千年版權法(DMCA)通知和政策。

通知。

我們尊重他人的智識財產權。如果您認為應用程式/網頁上或通過應用程式/網頁提供的任何材料侵犯了您的擁有或控制的任何版權,請立即使用以下提供的聯繫資訊("通知")通知我們的指定版權代理。您的通知副本將發送給在通知中發佈或存儲材料的人。請注意,根據聯邦法律,如果您

在通知中作出重大虛假陳述,您可能要承擔損害賠償責任。因此,如果您不確定應用程式/網頁上或與應用程式/網頁相關的材料是否侵犯了您的版權,則應考慮首先聯繫律師。

10. 用戶數據。

我們將保留您為管理應用而傳輸到應用程式/網頁的某些數據,以及您使用該應用程式/網頁的數據。儘管我們定期執行數據例行備份,但您完全負責您傳輸的所有數據或與您使用應用程式/網頁進行的任何活動相關的所有數據。您同意,對於任何此類數據的任何損失或損壞,我們對您不承擔任何責任,您特此放棄因任何此類數據丟失或損壞而對我們採取任何行動的權利。

11. 免責聲明

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MOBILE APP TERMS & CONDITIONS TEM-PLATE

The Gold E Limited Disclaimer

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You may be required to register with the App. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

3. PROHIBITED ACTIVITIES

You may not access or use the App for any purpose other than that for which we make the App available. The App may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

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- 4.2. make any unauthorised use of the App, 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.
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- 4.23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the App.
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- 1.9. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
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The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the App: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

8. SOCIAL MEDIA

As part of the functionality of the App, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through the App; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that

you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the App via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the App. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the App. You will have the ability to disable the connection between your account on the App and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the App. You can deactivate the connection between the App and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

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We will maintain certain data that you transmit to the App for the purpose of managing the App, as well as data relating to your use of the App. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the App. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

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- c. your breach of any of these Terms and Conditions of Use; or
- d. any other party's breach of any of these Terms and Conditions of Use where such party was able to access this Site and/or use the online services by using your user id and/or login password.

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Gold E LTD reserves the right to amend these terms and conditions from time to time in its sole discretion. You are reminded to review these terms and conditions regularly to ensure that you are familiar with the most recent version. By accessing or using this

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The Gold E Ltd.

Reference

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<https://mobilemedical.com.hk/%E8%BD%89%E4%BB%8B%E4%BA%BA%E5%8F%8A%E8%BD%89%E4%BB%8B%E6%A2%9D%E6%AC%BE%E5%8F%8A%E5%85%AC%E5%8F%B8%E5%85%8D%E8%B2%AC%E8%81%B2%E6%98%8E> 美邦醫學體檢 15.

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