

Terms of Use (ToU)

MEDIEXPRESS (M) SDN BHD

TERMS OF USE

Effective Date: **27 April, 2026**

These Terms of Use ("Terms") govern your access to and use of the MediExpress (M) Sdn Bhd platform, including its mobile application, website and related services ("Platform").

By accessing or using the Platform, you agree to be legally bound by these Terms. If you do not agree with any provision, you must cease use immediately.

1. Acceptance of Terms

- 1.1 These Terms constitute a legally binding agreement between you ("User", "you", or "your") and MediExpress (M) Sdn Bhd ("Medix", "we", "us", or "our").
- 1.2 Your continued use of the Platform signifies your acceptance of these Terms.
- 1.3 By accessing or using the Platform, you agree to be bound by these Terms of Use.

2. Eligibility

- 2.1 The Platform is a facilitation and administrative platform only. Medix:
 - Does not provide medical advice.
 - It is not a healthcare provider;
 - Does not guarantee treatment outcomes.
- 2.2 You must:
 - Be at least 18 years of age; or
 - Be authorized under an employer-sponsored or insurer-sponsored benefit scheme.
- 2.2 You confirm that all information provided is accurate, complete, and current.
- 2.3 Medix reserves the right to suspend or terminate accounts where eligibility requirements are not satisfied.

3. Nature of Services

- 3.1 Medix acts solely as a Third-Party Administrator (TPA) providing administrative and claims facilitation services.
- 3.2 The Platform enables users to:
- Submit medical or insurance-related claims
 - Access and manage benefit information
 - Upload supporting documents
- 3.3 Medix:
- Is not a licensed insurer
 - Is not a healthcare provider
 - Does not make insurance underwriting decisions
- 3.4 Medix facilitates administrative processes relating to claims and access to healthcare services. All medical decisions remain solely with the healthcare provider, and all coverage and claims decisions remain with the relevant insurer.
- 3.5 User Responsibilities and Accuracy of Information:
- Accuracy of information submitted; and
 - Consequences arising from incorrect or incomplete data.
- 3.6 Third-Party Providers (Clinic / Hospitals):
- Healthcare providers are independent third parties; and
 - The company is not liable for treatment, diagnosis or services rendered.

4. Policy Governance

- 4.1 All insurance coverage is governed strictly by the applicable master insurance policy issued by the relevant insurer.
- 4.2 The Platform does not amend, override, or replace any policy terms.
- 4.3 In the event of inconsistency, the master insurance policy shall prevail.

5. Account Registrations Security

- 5.1 You are responsible for maintaining the confidentiality of your login credentials.
- 5.2 You must notify Medix immediately of any unauthorized access or suspected security breach.
- 5.3 Medix shall not be liable for losses arising from your failure to safeguard your account credentials, except where such loss is directly caused by Medix's negligence or breach of applicable law.

6. Acceptable Use:

You agree not to:

- Submit fraudulent, false or misleading claims
- Misrepresent medical, employment or eligibility information
- Attempt to reverse engineer or exploit the Platform
- Interfere with system security
- Use automated tools to extract data
- Engage in unlawful or abusive conduct

- 6.1 Medix reserves the right to investigate suspected misconduct.
- 6.2 Medix may suspend or terminate access without prior notice in cases of fraud, abuse, or breach of these Terms.
- 6.3 Medix reserves the right to share relevant information with insurers, employers, and regulatory or enforcement authorities where necessary in connection with suspected fraud or misuse.

7. System Availability

- 7.1 The Platform is provided on an “as available” and “as is” basis.
- 7.2 Medix do not guarantee uninterrupted, secure, or error-free operation.
- 7.3 Medix may suspend access for maintenance, upgrades, or security reasons.

- 7.4 Medix is not liable for delays or service interruptions caused by events beyond Medix reasonable control, including natural disasters, regulatory actions, network failures, cyber incidents, or other force majeure events.

8. Intellectual Property

- 8.1 All content, software, trademarks, logos, and materials on the Platform are owned by or licensed to Medix.
- 8.2 You are granted a limited, non-exclusive, non-transferable license for personal, lawful use only.
- 8.3 You may not reproduce, distribute, modify, or commercially exploit any content without written consent.

9. User Content

- 9.1 By submitting documents or information, you:
- Grant Medix a limited license to use, process, store, and transmit such content for claim administration
 - Represent that you have lawful authority to submit such information
- 9.2 You remain responsible for the legality, accuracy, and authenticity of submitted content.
- 9.3 Medix may remove content that violates these Terms or applicable laws.
- 9.4 Your use of the Platform is also subject to Medix's Privacy Notice, which sets out how Medix collects, uses, process and protect your personal data.

10. Disclaimers

Disclaimer on Medical Information / Services:

- The platforms do not provide medical advice.
- MediExpress acts strictly as administrators / intermediaries. This is critical to mitigate regulatory and negligence risks.

11. Limitation of Liability

11.1 To the maximum extent permitted by applicable law, Medix shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- Indirect, incidental, special, consequential, or punitive losses.
- Loss of profits, revenue, business, goodwill, anticipated savings, or data; or
- Any loss or damage arising from or relating to decisions, actions, or omissions of insurers, healthcare providers, or other third parties.

11.2 Where liability cannot be excluded under applicable law, Medix's total aggregate liability arising out of or in connection with the Services shall be limited to the total service fees paid (if any) in the twelve (12) months immediately preceding the event, giving rise to the claim.

11.3 Nothing in these Terms shall exclude or limit Medix's liability for fraud, wilful misconduct, gross negligence (where not legally excludable), or any other liability that cannot be excluded or limited under applicable law.

12. Indemnity

You agree to indemnify and hold Medix harmless from any claims, losses, damages, liabilities, or costs arising from:

- Fraudulent activity
- Breach of terms
- Violation of applicable laws
- Misuse of the Platform
- Third-party claims caused by user actions

13. Payment / Banking Information

You are responsible for ensuring that all payment or banking details provided to Medix are accurate and up to date. Medix shall not be responsible for losses arising from incorrect or incomplete information provided by you.

14. Termination

Right to Suspend / Terminate Access:

- Misuse of the platform
- Fraudulent activity; or
- Breach of terms

15. Amendments

15.1 Medix reserve the right to amend these Terms at any time.

15.2 Updated Terms will be published on the Platform.

15.3 Continued use after publication constitutes acceptance of the revised Terms.

16. Governing Law and Dispute Resolution

16.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of laws principles.

16.2 Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, breach, or termination, the Parties shall endeavor to resolve the matter amicably through good-faith discussions.

17. System Limitations Disclaimer

17.1 Users acknowledge that:

The Platform may have system limitations and certain benefits may be administered manually.

17.2 The Company shall not be liable for discrepancies arising from:

- System limitations

- Delayed updates
- Incomplete data from clients

18. Payment / Claims Disclaimer

18.1 The Company is not responsible for:

- Payment disputes between users and providers
- Over-utilization due to incorrect data provided

18.2 Users may be required to settle outstanding amounts directly with providers where applicable.

19. Contact Information

For any enquiries regarding this Privacy Policy, please contact us at:

Email Address: security_privacy@medix.com.my