

Terms of Use

1. About this healthcheck App

- 1.1 This healthcheck app (Online App) is a software application provided by B. Braun Medical Industries Sdn. Bhd. ("BMI"). Online access is provided as part of BMI's measures to ensure a safe workplace for employees as well as all other persons who may be on BMI sites ("BMI Sites").

BMI's health and safety regulations as well as laws, regulations, guidelines, directives and rulings of the regulatory authorities issued in relation to work place safety as well as in relation to the recommendations on safe practices on COVID-19 shall apply.

Access to this online application is being provided to employees of BMI suppliers who are performing tasks on BMI Sites on a daily basis ("Supplier Personnel").

2. What is this App for?

- 2.1 This Online App is a convenient way for Supplier Personnel to perform their daily health check. The information is then sent to the relevant Supplier supervisor to assess if a Supplier Personnel should be permitted on BMI Sites and to help with faster contact tracing. This helps to keep the BMI Sites safe.
- 2.2 This Online App is a software application for recording, monitoring and reporting your health status with respect to the Regulations, facilitating contact tracing and analysis to trace infection clusters and to protect other persons who may be on BMI Sites. Data gathered by this Online App (which may include sensitive personal data) may also be disclosed to regulatory authorities including the Ministry of Health. Information collected online will be visible and disclosed to your employer.
- 2.3 This Online 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 Online App provides information with respect to health status monitoring, contact tracing. 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 herein.

Information gathered online may be used by BMI solely for purpose as stated in Section 2.1 and 2.2.

- 2.5 BMI shall also provide the information gathered to your employer and BMI shall not be responsible for the use of any information by your employer.

3 Must I access and use the Online App?

- 3.1 The use is voluntary. You do not have to access and provide the information as required by the Online App but if you don't, then you and your employer must provide an alternative method satisfactory to BMI to ensure that you are COVID -19 free when you enter BMI Sites. BMI reserves the right to determine which methods are suitable.

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

- 4.1 This Online App and functionality and services ("Services") are operated by BMI for Supplier Personnel. Do not access the Online App if you are not a Supplier Personnel.

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

- 5.1 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 as set out in Section 2 Such information will be disclosed to your employer and, if held, will be held in accordance with BMI's Privacy Policy.
- 5.2 By using or accessing this Online 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 (of BMI's Privacy Policy and obtain their consent to you disclosing their information to BMI and consequently to your employer.

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

- 6.1 As already mentioned the information collected is used for contact tracing, symptom monitoring. Your answers to the questionnaire in the Online 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 Online App will also be disclosed to your employer and you agree to the disclosure. You also acknowledge that BMI is not responsible for the use by your employer of your personal information.

7. How do I use the Online App?

- 7.1 You may access the Online App online and you need to register as a user.

Your name, ID, DOB, employer details, valid phone number as well as the details of the valid access card which has been issued to you are 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 within the country in data centre maintained or managed by BMI.

- 7.3 Your right to access the Online App and the Services will end automatically if you are no longer a Supplier Personnel. BMI also reserves the right at BMI's sole discretion to revoke your use or to discontinue the use of the Online App at any time.

8 Confidentiality

- 8.1 You must remember that the App is provided as part of BMI's workplace safety policy. 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 Access

- 9.1 The Services are provided to protect the safety of persons you may come into contact with on BMI Sites. 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 access the Online App 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. You must properly safeguard your username and password. Any access using your username and password will be considered as your access.

BMI reserves the right to temporarily or permanently lock your access 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.

- 9.3 Your access to the Online App depends on telecommunications, internet service providers, your device's technical specifications and other external factors. Access to the Online App at all times is not guaranteed. If you cannot access the Online App, you must contact your employer.
- 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 Online 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 Online App 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 Online App and in relation to the use of the Online 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.