

## Terms and Conditions

Welcome to LAB AT HOME [www.labathomeph.com](http://www.labathomeph.com) [www.labathome.ph](http://www.labathome.ph) (“we”, “us”, or “our”)! Please read the following Terms carefully before using the website and/or mobile application (the “Platform”) or opening a LAB AT HOME account (“Account”) so that you are aware of your legal right and obligations with respect to us.

If you do not agree with the Terms, then please do not use the Platform.

The Terms and Conditions (“Terms”) is a legal contract between you and LAB AT HOME. By accessing or using the Platform or any of our Services, you hereby agree to the Terms.

We may change the Terms at any time, and we will notify you of any material changes by posting a message on our home page or through a prompt in the mobile application. Your continued use of the Platform or Services after any such change will constitute your acceptance of any modified terms.

### **Article 1. Collection and Use of Personal Information:**

Your privacy is very important to us at LAB AT HOME. Your use of the Platform and Services may involve the transmission to us of certain personally-identifiable information. Our policies with respect to our collection and use of such information are set forth in our Privacy Policy, which is hereby incorporated by reference in its entirety.

Users in possession of another User’s personal data through the use of the Services hereby agree that, they will comply with all applicable personal data protection laws with respect to any such data.

### **Article 2. The Services**

The Services we provide include (a) the Site, (b) the services provided by the Platform and by software made available through the Platform, and (c) all information, linked pages, features, data, text, images, photographs, messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available through the Platform or its related services (“Content”). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms govern your use of Services provided by LAB AT HOME.

All information availed through your use of our Platform is provided for purposes as listed in our Privacy Policy.

Availing of certain Services may require you to agree to additional terms and conditions, or enter into separate agreements with us or applicable third-party providers and/or contractors. In the event of a conflict between the Terms and the terms of any such other terms, the terms of such other terms will control.

Before becoming a user of the Platform, you must read and accept all of the terms and conditions in, and linked to, these Terms and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

LAB AT HOME reserves the right to refuse to provide you access to the Platform or Services or to allow you to open an Account for any reason.

### **Article 3. Consent**

**By using LAB AT HOME services or opening an Account, you give your irrevocable acceptance of and consent to the terms of this agreement, including those additional terms and conditions and policies referenced herein and/or linked hereto.**

If you do not agree to these terms, please do not use our services or access the Platform. If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the "legal age"), you must get permission from a parent or legal guardian to open an Account and that parent or legal guardian must agree to the terms of this agreement. If you do not know whether you have reached the legal age, or do not understand this section, please do not create an Account until you have asked your parent or legal guardian for help. If you are the parent or legal guardian of a minor who is creating an account, you must accept the terms of this agreement on the minor's behalf and you will be responsible for all use of the Account.

### **Article 4. Your Account**

You do not need to register an account with us to visit and view the Platform. However, to access certain password-protected areas of the Platform and to use certain Services, you must register for an account. To register for an account, you must provide us with your first name, last name, home address, e-mail address, birthday, mobile phone number, telephone number, medical records, lab requests, payment method, payment account details, marital status, and medical conditions.

You warrant and represent that all registration information provided by you is truthful and accurate. You are required to update your registration information as necessary from time to time. All registration information and any other personal information that you provide to us through your use of the Service is subject to the terms of our Privacy Policy.

You must create a password for your Account. You are solely responsible for the confidentiality of your password, as well as for any use of the Platform or any Services made using your password. You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) immediately notify LAB AT HOME of any unauthorized use of your Account, User ID and/or password, and (c) ensure that your Account information is accurate and up-to-date.

You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. LAB AT HOME will not be liable for any loss or damage arising from unauthorized use of your password or your failure to comply with this Article.

You acknowledge, consent to and agree that LAB AT HOME may access, preserve and/or disclose your Account information and Content to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law, pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over LAB AT HOME or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of LAB AT HOME, its Users and/or the public.

## **Article 5. Terms of Use**

The license for use of this Platform is effective until terminated. This license will terminate as set forth under these Terms or if you fail to comply with any term or condition of these Terms. In any such event, LAB AT HOME may effect such termination with or without notice to you.

You agree not to:

- a. violate any laws, rules and regulation, third party rights, or our Terms and Privacy Policy;
- b. use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- c. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Platform or Services;
- d. remove any proprietary notices from the Platform, products, and services;
- e. cause, permit or authorize the modification, creation of derivative works, or translation of the Platform and/or Services without the express permission of LAB AT HOME;
- f. attempt to decompile, reverse engineer, disassemble or hack the services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by LAB AT HOME with respect to the services and/or data transmitted, processed or stored by LAB AT HOME;
- g. harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- h. upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- i. upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;
- j. infringe the rights of LAB AT HOME, including any intellectual property rights and any passing off of the same thereof;
- k. such other similar actions.

## **Article 6. Your Representations and Warranties**

You represent and warrant that:

- a. you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms and to comply with the same; and
- b. you will use the Services for lawful purposes only and in accordance with these Terms and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

#### **Article 7. Violation of our Terms of Service**

Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

- a. Limits placed on Account privileges
- b. Account suspension and/or subsequent termination
- c. Criminal charges
- d. Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

If you believe someone on our Platform is violating these Terms, please contact our customer service at [concierge@labathomeph.com](mailto:concierge@labathomeph.com), +63253227460, +639178864663.

#### **Article 8. Termination or Closing of an Account**

Users may terminate their Account by notifying LAB AT HOME in writing and sending the same at [concierge@labathomeph.com](mailto:concierge@labathomeph.com), of their desire to do so. You understand and agree that your account will, at the earliest, be terminated twenty-four (24) hours after the request for termination.

Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), payment for the products and/or services previously acquired, or the like, and Users must contact LAB AT HOME after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms. We shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by LAB AT HOME.

#### **Article 9. Linkage to Bank Cards**

Linkage to bank cards refers to the linkage relationship established by the User between the bank card owned by and Account registered by such User, so that the User can pay money directly through the Platform.

When establishing linkage to bank cards, User shall fill in the bank card issuing branch, card number, the User's real name and his/her identity card number and etc., and such information shall be validated by the issuing bank and/or LAB AT HOME (but we shall not be responsible for the authenticity and accuracy of user information) before linkage is established.

User shall ensure that he/she is the true and lawful holder of the bank card designated to establish linkage and using our services and may lawfully and validly use such bank card and authorize us to verify the authenticity and validity of the personal information provided by the User on its own or through a third-party channel.

User warrants that the linkage and usage of such bank card do not infringe upon the lawful rights and interests of any third party, otherwise the User shall bear all the responsibility to compensate any loss suffered by LAB AT HOME or the real cardholder and bear all the legal consequences thereof.

User agrees and authorizes LAB AT HOME to entrust the cooperative bank or the third-party payment organization to use the balance of the bound bank card when the User uses fast recharge or repayment.

User shall keep the bank card, the card number and the verification code sent by third party payment organization and/or LAB AT HOME to the User and all the information and equipment related to the bank card in safe custody. If the User loses or exposes the foregoing information and/or equipment, the User shall promptly notify the issuing bank and/or LAB AT HOME to reduce the potential loss. Whether or not the issuing bank and/or LAB AT HOME have been notified, the User is solely responsible for the improper management of his or her information or equipment.

### **Article 10. Intellectual Property**

The Platform contains material, such as text, graphics, images, and other material provided by or on behalf of us, and through your use of the Services you will be provided with additional information from us; all of these materials and information are collectively referred to herein as the "Content." The Content is our property or our licensors' and is protected under both Philippine and foreign laws. The Content includes, but is not limited to, the trademarks, service marks, and logos that are used and displayed on the Platform, which are registered and unregistered trademarks or service marks of ours or our licensors.

You shall not: (i) use our trademarks, service marks, or logos without our written permission in each instance; (ii) copy or use the Content for any purpose other than your own personal use; (iii) remove any copyright or other proprietary notices contained in the original Content on any copy you make of the Content; (iv) sell, transfer, assign, license, sublicense, or modify the Content, or use the Content for any public or commercial purpose; or (v) use or post the Content on any other website or in a networked computer environment.

### **Article 11. Services**

LAB AT HOME is a mobile application, website, platform to digitally request for healthcare services from Medical Professionals with regards to setting an appointment, time of delivery of services and customer support chats (collectively, the "**Services**" or "**Healthcare Services**" and individually, the "**Service**"). Accepting these user terms is a condition to using the Services. You acknowledged and agree that your appointment, agreement and acceptance of services of medical professionals through THE APPLICATION AND WEBSITE, AND USING, ACCESSING AND/OR BROWSING THE WEBSITE OR APPLICATION, THAT AIDE IS NOT A PROVIDER OF MEDICAL SERVICES, AND HEALTH-RELATED SERVICES WHETHER REQUIRING A PROFESSIONAL LICENSE OR NOT. YOU ACKNOWLEDGE THAT AIDE DOES NOT PROVIDE ANY MEDICAL ADVICE ON THE SITE OR APPLICATION, AND THE ACCESS TO AIDE'S PLATFORM OR APPLICATION AND ANY INFORMATION THEREIN SHOULD NOT BE SO CONSTRUED OR USED AS MEDICAL ADVICE. AIDE does not guarantee medical results and shall not, in any capacity whatsoever, be responsible for any complaint, claim, or liability against the Medical Professional or Partner Laboratories (as defined below) in connection with the services, assessment, and diagnosis made by the Medical Professional or Partner Laboratories, including all other claims or complaints arising from whatever nature incidental to or in the course of providing the Services by the Medical Professional or Partner Laboratories. Furthermore, AIDE shall be entitled to add or withdraw any Services

to the Application without prior notice and/or consent from its users. Shall these changes occur, you are solely responsible for ascertaining yourself with the added/withdrawn Services on both Application and Website. These additions/withdrawals may or may not be reflected in these Terms and Conditions at the time of its creation/extinguishment.

#### **Article 11. Force Majeure**

LAB AT HOME does not assume any responsibility to the User for delay or failure to perform due to reasons beyond the reasonable control of LAB AT HOME, including, but not limited to, natural disasters (typhoons, earthquakes, tsunamis, floods), strikes or riots, demonstrations, acts of war, government acts, failure of communications or other facilities or serious casualties, etc.).

#### **Article 12. Disclaimer and Limitation of Liability**

You acknowledge and agree that the Platform, the services, and all content are provided "as is," "as available," without any warranties, express or implied, claims or representations made by LAB AT HOME of any kind either expressed, implied or statutory. We will not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of the Platform, the services, or any content.

The results of the Services are based on preliminary data provided by you and received by us. The results are provided for your personal information and education only and are not a substitute for professional financial advice.

Any and all products and services quoted or availed through the Platform are delegated to a third-party for testing of the specimen acquired from you. We make no representations or warranties with respect to such products and services, and we accept no liability in connection with such products and services.

We do not warrant the completeness or accuracy of the information in the Platform; that the material therein is up to date; or that any or all services will remain available.

We reserve the right to change, modify, suspend, discontinue or alter any or all our services, and to stop publishing the product or service, at any time in our sole discretion without notice to or explanation; and save to the extent expressly provided otherwise in the Terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any services.

#### **Article 13. External Sites**

The Platform may contain links to third-party websites (the "External Sites"), but we do not endorse and we are not responsible for the content of any linked External Sites. Before using any External Site, please refer to the terms of use and privacy policies of the External Sites for more information.

#### **Article 14. Indemnification**

You shall defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of these Terms and/or the Privacy Policy; or (ii) your access to, use, or misuse of the Platform, any Services, or any Content.

## **Article 15. Termination**

We may terminate the Terms and your access to all or any part of the Platform or the Services at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Platform or the Services at any time without prior notice or liability.

## **Article 16. General Provisions**

14.1.LAB AT HOME reserves all rights not expressly granted herein.

14.2.LAB AT HOME may modify these Terms at any time by posting the revised Terms on its Platform. Your continued use of the Platform after such changes have been posted shall constitute your acceptance of such revised Terms.

## **Article 17. Separability**

In the event that any portion of the Terms is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Terms shall remain in full force and effect.

This section, the section entitled Indemnification, and the sections entitled Disclaimer, Limitation of Liability and Intellectual Property shall survive the termination of the Terms of Use.

## **Article 18. Assignment**

You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations unless made in writing and agreed to by all parties therein concerned.

## **Article 19. Waiver**

No waiver shall be effective unless in writing. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Terms.

## **Article 20. Governing Law and Jurisdiction**

The Terms shall be governed by and construed in accordance with the laws of the Philippines.

Except for proceedings commenced by us to protect our intellectual property or confidential information which may be brought in any court of competent jurisdiction, the parties mutually agree that any and all disputes arising hereunder shall be resolved exclusively by the appropriate courts located in Taguig City, Philippines.

## **Article 21. Entire Agreement**

The Terms of Use contain the entire agreement of the parties concerning the subject matter hereof and supersede all existing agreements and all other oral, written, or other communication between the parties concerning its subject matter.