

ROSE: TERMS AND CONDITIONS OF SERVICES

1. Services

1.1 ROSE Foundation (“**ROSE**” or “**we**” or “**us**”) offers Program ROSE which provides Human Papillomavirus (HPV) testing and related laboratory services, analytical services and other dealings (“**Services**”), to any individuals, health practitioners, clinics, hospitals and companies; and the Services are subjected to these terms and conditions (“**T&C**”). Please read this document carefully.

2. Eligibility

2.1 Program ROSE is open to individuals who meet the eligibility criteria specified as below:

- a) Have / still have a cervix
- b) Age between 30-65 years old, and
- c) Currently not pregnant

Individuals who do not fulfil the above criteria but wish to participate in Program ROSE may be considered on a case-by-case basis.

3. Registration

3.1 Kindly note that you are required to register with us for our Services. By requesting for our Services, and continuing to register with us, you agree to be bound by these T&C and all Services are to be rendered by us, will be governed by them. If you do not wish to be bound by any of the terms of the T&C, you may not use the Services. We may amend and update these terms at any time, and the amendments will be effective once it is updated and published on our website.

3.2 Registration Conditions for B40 – we have a special free service for the underprivileged and these are the conditions to enjoy the services:

- a) Malaysian
- b) From households earning income below RM5,000.00 per month

At the time of registration, kindly indicate if you qualify and respond to other questions raised for verification. Kindly note, these conditions are subjected to change from time to time including, conditions set by sponsors on event-by-event basis.

3.3 For those who do not meet the conditions for free service, you may opt for a paid screening model called “Gift A ROSE” at a fee.

4. Privacy Policy

4.1 ROSE understands the importance of protecting the privacy and confidentiality of all your personal and health information. We are committed to safeguarding your privacy and ensuring that your personal data is protected. We therefore take steps to make sure that our policies and practices in relation to personal data comply with the requirements of the Personal Data Protection Act 2010 (the “Act”) and the relevant laws.

4.2 When you register with us whether online through various technology platform or in person, you are required to provide us with your name, email address, and other health information (collectively “**Personal Data**”). Rose may collect your Personal Data from you directly, or from another person dealing with you, such as your doctors or employers, and we may collect your Personal Data using third-party’s technology platforms (eg. Google Forms).

4.3 You agree that the Personal Data that you provide to us at all times, including during registration or updates, will be true, accurate, current, and complete. To register for our Services, you must be at least 18 years old. If You are not of 18 years old, you may not register to use our Services.

4.4 You agree that all the Personal Data provided by you to us may be processed by us, and our service/ technology providers for the purposes set out in our Privacy Policy.

5. Sample Collection and Analysis

5.1 We will provide you with a screening kit once we receive payment from you, a donor or a sponsor. You will then provide us with a sample soonest possible and at the location agreed at that time, either via a self-collection or healthcare provider collection method. On receipt of your sample, the nature of the sample and requested analyses will be reviewed. Subject to the viability of the sample, we agree to provide results of an analysis, as requested. However, we reserve the right to refuse any samples for analysis and you will be notified.

5.2 The analysis will only relate to the sample which we have received from you. All samples will be analysed on a “first come first served” basis and we anticipate analyses will be completed within twenty-one (21) days from receipt of sample although, this may be affected by other factors including instrument availability, and laboratory conditions. Whilst it is our policy not to use subcontractors, there may be instances where this becomes necessary and we would need to engage subcontractors. Any requests for urgent analysis will be at our discretion and may be subject to a surcharge.

5.3 We do not provide interpretations or opinions on results of analyses although we will be prepared to discuss the facts contained in the analytical report. At our discretion, we may refer you to health practitioners that may be of further assistance and attend to your health requirement. At no time shall we be liable for any actions or inactions taken thereafter by you.

5.4 We will notify you once the analysis result is ready in the following manner:

- a) SMS or WhatsApp to the mobile number provided
- b) Telephone call to the mobile phone or fixed line numbers provided of yourself and/or next of kin as notified upon request
- c) Email to the address provided upon request
- d) Post, if necessary

In the event, we cannot reach you via any of the above manner and your contact details provided by you are defective, then, we will not be liable nor responsible for any damages and there is no liability on our part.

5.5 By participating in Program ROSE, you acknowledge that your sample may be kept for future research on medical condition, diagnostic procedures or interventions which is necessary for the understanding of cervical cancer related diseases and medical conditions, development of new diagnostic procedures, and development of new treatments.

If you refuse to consent for the storage of your biological sample for future research and you are still able to take part in the Program ROSE screening Services.

You may withdraw your consent by writing to us at any time and your biological sample will be disposed at once, or after the completion of the screening Services if this has not been done.

6. Health & Safety

6.1 If you believe, any sample that you have submitted for analysis contain hazardous material. You shall be liable and responsible for any injury or illness that results from the handling of materials that are not clearly labelled as being of a hazardous nature.

7. Limitation of Liability

7.1 In the event of any destruction to samples or our failure to provide you with an analysis, we are not responsible for any consequential losses, indirect losses which happen as a side effect of the main loss or damage (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. If any liability arising under this T&C to you whether arising in contract, tort, negligence, breach of statutory duty or otherwise, it shall not exceed the price paid for the analysis.

7.2 Additionally, we shall not be liable to anyone for the test analysis or results which are unfavourable, or the resulting treatments taken by you. There will be no compensation payable and no action may be commenced against us for the results of any analysis or resulting treatments taken by you.

8. Price and Payment

8.1 The price for the screening kit and analysis shall be as agreed between You and Us and shall be subject to any government taxes or service taxes, if applicable. It will be paid at the time the screening kit is provided to you. Payments may be made via direct transfer, credit card, and/or cashless interface like QR payments, Touch n Go.

8.2 If at completion of verification and you qualify under clause 3.2, no payments will be collected from you.

9. Consent to Photography and Videography

9.1 Whilst providing you with Services, we may photograph or make audio visual recordings of you or individuals that you are accompanying and store those images and likeness for documentation, record keeping, educational and promotional purposes. You and those individuals consent to being photographed or recorded in an audiovisual devices during any of the events or ROSE Programme which you and the individuals had attended for the aforesaid purposes. You agree that we may use your image, likeness and any derivative created on any social media platforms and online websites, which we control and manage for aforesaid purposes. If you do not consent to this, please notify us in writing before your screening.

10. Force Majeure Event

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to provide our Services to you, if the failure is caused by events outside our reasonable control.

10.2 A "Force Majeure Event" includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) Strikes, lock-outs or other industrial action; (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster; (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) Impossibility of the use of public or private telecommunications networks including broadband; (f) The acts, decrees, legislation, regulations or restrictions of any government including restrictions to commence or continue business; and (g) any event global events that stops and hinders us to continue providing our Services.

10.3 Our Service and/or performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

11. Waiver

11.1 At any time during the term of a contract, if we did not insist upon strict performance of any of your obligations under a contract or any of these T&C, or We did not exercise any of the rights or remedies to which We are entitled under any contract, the inaction shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

11.2 No waiver by Us of any of these T&C shall be effective unless it is a waiver communicated to you in writing. A waiver by Us of any default shall not constitute a waiver of any subsequent default.

12. Severability

12.1 If any of these T&C or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13. Entire Agreement

13.1 These terms and conditions here together with any contract executed between us, represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

14. Variation of Terms and Conditions

14.1 We have the right to revise and amend these T&C from time to time to reflect changes in market conditions affecting our business, cost of business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

15. Law and Jurisdiction

15.1 These T&C are subject to the law of Malaysia.

15.2 In the event of a dispute arising out of these T&C, the parties shall resolve the same amicably for mutual benefit. If the dispute shall remain unresolved for more than 90 days, then the dispute arising out of these T&C shall be subject to the jurisdiction of the courts of Malaysia.

Dated: 23 September 2024
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