



## General Terms and Conditions

## 1. General

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The present General Terms and Conditions ("GTC") of MH2Connect Sdn. Bhd. ("Service Provider") apply to all services, contracts, and legal relationships between MH2Connect Sdn. Bhd. and its customers, unless a different regulation has been expressly agreed upon for a specific service or customer group. Deviating terms and conditions of the customer shall only apply if acknowledged in writing by the Service Provider.

## 2. Subject of the Contract

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This contract governs the provision and use of Flex Care devices as well as all related services offered to the customer by the Service Provider. The specific scope, functionalities, and conditions of the devices and services result from the respective service descriptions, offers, or individual agreements concluded between the parties.

## 3. Services of the Service Provider

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### 3.1 General

The scope of the individual services (basic services and additional services) is defined in the current brochures, the manuals, the applicable offer conditions, and on the Service Provider's website at [www.flexcare.my](http://www.flexcare.my). The Service Provider is entitled to engage third parties for the provision of services.

Customers have no claim to a specific design, configuration, or continued availability of the Service Provider's infrastructure or the services accessible through it. The Service Provider may modify or discontinue services at any time with reasonable notice and without compensation, provided such changes do not materially impair the agreed contractual purpose.

### 3.2 Maintenance

The Service Provider remedies disruptions within its area of responsibility during operating hours and within a reasonable period of time.

If disruptions originate from circumstances outside the Service Provider's infrastructure (e.g., customer equipment, third-party network issues, improper handling), the Service Provider may charge the resulting costs to the customer.

To correct disruptions, perform maintenance work, or implement new technologies, the Service Provider may interrupt or restrict service operation temporarily. Such interruptions will be kept as short as reasonably possible.

## 4. Scope of Application and Requirements

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The Service Provider delivers services connected to Flex Care devices exclusively within Malaysia.

The proper functioning of emergency call services requires sufficient mobile network coverage. Emergency calls cannot be guaranteed in areas without adequate reception, including but not limited to dead zones, remote regions, basements, underground spaces, garages, or during technical disruptions or outages of the mobile network.

Flex Care devices equipped with GPS functions can retrieve and transmit location data only outdoors. The GPS coordinates determined and transmitted by the device may deviate from the user's actual location, depending on geographic conditions, building structures, and environmental influences.

## **5. 24/7 Response Centre Services**

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Response centre services are provided in a standardized manner and are billed according to the prices valid at the time of contract conclusion, unless otherwise agreed.

Depending on the type of incoming alert and the customer's contractual arrangements, and after performing the necessary verification procedures, the response centre may notify or dispatch intervention services (e.g., police, fire brigade, ambulance, or other relevant authorities).

The customer acknowledges and agrees that the Service Provider has no influence over:

- whether an intervention service ultimately takes action,
- the manner in which such intervention is carried out,
- the response time,
- or which authority or organization is responsible.

The Service Provider therefore assumes no liability for the decisions, actions, or omissions of third-party emergency or intervention services.

## **6. Services of the 24/7 Response Centre**

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The response centre is available 24 hours a day, 7 days a week, and receives alerts transmitted via the customer's Flex Care device. In the event of a valid emergency call, the response centre initiates the agreed measures on behalf of the customer (e.g., contacting designated persons, alerting emergency organizations).

An intervention is initiated only if:

- a. the measure has been explicitly agreed between the parties; and
- b. the customer or device owner has not revoked the alert in time as a false alarm.

The customer bears all costs resulting from false alarms, including fees charged by emergency organizations for unnecessary deployments.

The customer further agrees that, for service processing purposes, telephone conversations may be recorded and geolocation data may be stored, insofar as this is necessary for providing the service and permitted under applicable data protection laws.

Data may be processed on systems located within or outside Malaysia, in compliance with applicable data protection laws and regulations.

## **7. Customer Obligations**

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### **7.1 Payment**

The Customer is responsible for the timely payment of all fees.

### **7.2 Passwords**

The Customer must securely store all passwords, identification codes, and login data and must not disclose them to third parties.

### **7.3 Proper Use**

The Services may only be used for normal and intended purposes. Special or atypical applications require the prior written approval of the Service Provider.

Improper or unlawful use includes in particular:

- use of Flex Care devices without an actual emergency;
- harassing or disturbing third parties;
- hacking, spying, phishing, or similar activities;
- violating the privacy of others;
- damaging infrastructure or devices with malware;
- using the integrated mobile connection for purposes other than emergency calls or test alarms.

The Customer must provide information if indications of improper use arise.

### **7.4 Responsibility for Content**

The Customer is responsible for all content transmitted or processed through the Service Provider.

### **7.5 Responsibility for Use**

The Customer is responsible for all use of their devices and connections, including use by third parties. All charges incurred must be paid, including third-party fees (e.g., false alarm charges). If devices are provided to minors or persons under guardianship, the Customer must ensure compliance with all applicable laws.

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## **8. Customer Participation**

The Customer must define in advance the procedures to be followed by the response centre, either through the customer portal or by providing the information to the customer centre.

The Customer must promptly notify the Service Provider of:

- a. changes to Customer details;
- b. changes to emergency instructions.

Changes take effect no earlier than 24 hours after all necessary information has been received.

The Customer authorizes the Service Provider to execute the agreed measures, including exercising domiciliary rights, initiating interventions by authorities, and taking necessary steps to prevent harm.

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## **9. Customer Duties**

The services associated with the devices require targeted and appropriate cooperation from the Customer. It is the Customer's duty to read the operating instructions and all other documentation and to follow the recommendations contained therein. If the Customer provides the devices to a third party, the Customer must ensure that such third parties can operate the devices correctly and understand and use the relevant service functionalities. This applies in particular when the third parties are children, elderly persons, persons with medical conditions, employees of a company, or similar groups.

The Customer hereby declares that these third parties have given their consent to all actions and measures carried out by the Service Provider in the performance of this contract (including, in particular, consent to the storage of personal data, call recordings, geolocation, notification of third parties, etc.). The Customer shall indemnify and hold the Service Provider harmless from any claims brought by such third parties at any time.

The Customer undertakes to regularly check the functionality of the Flex Care devices, in particular the battery level and charging behavior. The Service Provider recommends triggering at least one test call per month, for which the Customer must inform the emergency contacts in advance. The Customer must ensure that contact persons are correctly entered and that the recipients of emergency calls are instructed on how to

respond in the event of an alarm. Contact persons or phone numbers of emergency services such as police, fire brigade, ambulance, etc. may not be used.

The Customer must inform the Service Provider of any changes to the billing address or to deployment or other relevant addresses, either by telephone or via the Customer Portal.

## 10. Customer Installations / End Devices

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### 10.1 General

The Customer shall provide, maintain, and remove (upon termination of service) the necessary infrastructure (devices, hardware, software, etc.) in due time and at their own expense. Use of the Services requires the Customer to use suitable devices. If the Customer uses devices or services other than those supplied or recommended by the Service Provider, they do so at their own risk. In such cases, the Service Provider is not obliged to provide any services in relation to such devices or services. In particular, the Service Provider is not required to respond to notifications from such third-party devices or services, to ensure their functionality or conformity, or to remedy any malfunctions. The Customer is solely responsible for the procurement, installation, operability, and legal compliance of their infrastructure. The Service Provider provides no investment protection.

### 10.2 Access by the Service Provider to Customer Installations

The Service Provider is entitled at any time, for the purpose of configuring, maintaining, optimizing, or expanding its Services, to access – via the telecommunications network or by other means – the infrastructure or equipment used to receive the Services, and to retrieve, view, store, modify, update, or delete technical data or software stored therein.

During such access, the Service Provider may view Customer files that are directly related to the configuration of the device and the Services. The Service Provider is not liable for any damage to the Customer's infrastructure or devices occurring after such access, unless such damage is demonstrably caused by the Service Provider during the access.

### 10.3 Protective Measures

The Customer shall protect their infrastructure, devices, and data against unauthorized access by third parties. The Customer shall take measures – appropriate to the current state of technology – to ensure, in particular, that their infrastructure and devices are not used for the distribution of unlawful or otherwise harmful content (including, in particular, unfair mass advertising (spam), fraudulent messages (phishing emails/SMS), fraudulent websites (e.g., fake login pages), or harmful software such as viruses, trojan horses, worms, etc.).

If a Customer's device damages or endangers a Service, a third party, or the facilities of the Service Provider or third parties, or if the Customer uses non-approved devices, the Service Provider may, without prior notice and without compensation, suspend the provision of its Services, disconnect the Customer's device from the telecommunications network, and claim damages.

### 10.4 Rental Devices Owned by the Service Provider

If the Service Provider makes a device available on a rental or loan basis, the device remains the property of the Service Provider for the entire duration of use. The creation of pledges or retention rights in favor of third parties is expressly excluded. In the event of seizure, retention, or attachment, the Customer must immediately inform the Service Provider and notify the competent debt collection or bankruptcy authority of the Service Provider's ownership.

Upon termination of the Service, the Customer is obliged to return the device undamaged and within 10 days to the Service Provider. If the Customer fails to meet this obligation, the Service Provider reserves the right to charge the Customer for the non-returned device.

## 11. Prices

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### 11.1 General

The applicable prices and fees are those currently published by the Service Provider on [www.flexcare.my](http://www.flexcare.my). The Service Provider may also announce prices and fees immediately before the use of a specific Service.

### 11.2 Commencement of Payment Obligation; Suspension

The payment obligation generally begins upon conclusion of the contract or upon a contract amendment. The Customer remains liable for the contractually owed prices even during any suspension of a Service. Unless otherwise required by law, the Service Provider charges a fee for suspending and reactivating a Service.

## 12. Misuse

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If the use of the Services deviates significantly from normal usage, or if there are indications of unlawful or contract-breaching behaviour, the Service Provider may require the Customer to restore lawful and contract-compliant use. The Service Provider may also, without prior notice and without compensation, modify, restrict, or discontinue the provision of its Services, terminate the contract with immediate effect and without compensation, and, where applicable, claim damages and indemnification against third-party claims. The same applies if the Customer provides incorrect or incomplete information at the time of contract conclusion or when placing an order.

## 13. Invoicing and Payment Terms

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### 13.1 General

The Service Provider issues invoices on the basis of its records. The invoiced amount shall be paid by the due date indicated on the invoice. If no such date is indicated, the due date shall be thirty (30) days after the invoice date. Any objections by the Customer regarding an invoice must be submitted within three months of the disputed usage. After this period, the invoice shall be deemed accepted by the Customer.

If the objections concern only part of the invoice, the Service Provider may require the Customer to pay the undisputed portion by the due date. Upon termination of the contract, all outstanding amounts shall become immediately due and payable, including any remaining fees for minimum contract periods or renewal terms still in effect. Each party may set off uncontested counterclaims.

### 13.2 Payment Default

If the Customer has neither paid the invoice nor submitted a written and substantiated objection by the due date, the Customer shall automatically be in default. To the extent permitted by law, the Service Provider may suspend the provision of all Services, take further measures to prevent increasing damage, and/or terminate the contract with immediate effect and without compensation.

The Customer shall bear all costs incurred by the Service Provider as a result of the default. In particular, the Customer owes the Service Provider default interest of 5% and a reminder fee of RM 100.00 per reminder. In the event of collection by third parties, the Customer shall also owe the fees associated with their collection efforts. If the Customer's account lacks sufficient funds for a direct debit transaction, the Service Provider may charge a processing fee of at least RM 100.00.

### 13.3 Security

If the Service Provider has doubts regarding the Customer's compliance with the contractual payment terms, or if the collection of outstanding claims appears to be at risk, the Service Provider may require advance payment or security. If the Customer fails to provide such payment or security, the Service Provider may apply the same measures as in the event of payment default. Cash security deposits shall accrue interest at the market rate applicable to savings accounts. The Service Provider may set off any claims against the Customer using the security provided.

### **13.4 End of Payment Obligation**

The payment obligation ends no earlier than upon return of the rented devices to MH2Connect Sdn. Bhd., B-6-12A, Atria Damansara, Jalan SS 22/23, Damansara Jaya, 47400 Petaling Jaya, Selangor, Malaysia.

## **14. Telephone Numbers and Other Addressing Elements**

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There is no entitlement to the allocation or retention of a specific telephone number or any other addressing element (e.g., IP address). The Service Provider makes such elements available to the Customer for use. They do not become the property of the Customer and may therefore not be sold, pledged, inherited, or otherwise transferred to third parties unless expressly approved by the Service Provider.

The Service Provider may reclaim or change such elements without compensation if required for regulatory, operational, or technical reasons, or in the event of disputes over numbers between private parties. Subject to any transfer to another provider, all addressing elements revert to the Service Provider without compensation upon termination of the corresponding Service and may be reassigned to other customers.

## **15. Data Protection**

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The Service Provider undertakes to comply with applicable data protection requirements when processing Customer data. Further information on the handling of Customer data can be found in the separate Privacy Policy. The Privacy Policy forms an integral part of these General Terms and Conditions. By accepting the General Terms and Conditions, the Customer also agrees to the Privacy Policy.

## **16. Intellectual Property**

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For the duration of the contract, the Customer receives a non-transferable, non-exclusive right to use the Services and Products, insofar as they have not become the Customer's property. The content and scope of this right are defined by the contractual documents.

All intellectual property rights that already exist or arise during the performance of the contract and that relate to the Services and Products of the Service Provider remain with the Service Provider or with the authorized third parties. The Customer is expressly prohibited from decompiling the software used, developing derivative products, removing copyright notices, or using the software in any manner not explicitly permitted by the contract.

If the Customer infringes the intellectual property rights of third parties and the Service Provider is held liable as a result, the Customer shall indemnify and hold the Service Provider harmless.

## **17. Usage Restrictions / Warranty**

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### **17.1 Interruptions**

The Service Provider endeavors to ensure a high level of availability of its Services. However, it cannot guarantee uninterrupted or error-free functioning of the Devices supplied, the telecommunications networks it uses (in particular the mobile network), its infrastructure, or its Services.

### **17.2 Third-Party Networks and Services**

With respect to the networks used for the provision of the Services, no assurances or warranties are given regarding availability, quality, operation, or support.

### **17.3 Risks in the Use of Services; Measures Taken by the Service Provider**

The Service Provider takes precautions to protect its systems and its electronic communication with the Customer from interference by third parties. However, it cannot guarantee that:

- the infrastructure used is fully protected against unauthorized access or unauthorized monitoring;
- spam, harmful software, spyware, hackers, phishing attacks, or similar threats will neither impair the use of the Services nor damage or otherwise harm the Customer's infrastructure or Devices (e.g., Flex Care devices).

The Service Provider is entitled to inspect Devices connected to the telecommunications network for security deficiencies, to implement filters, and to take additional measures to protect the infrastructure of the Service Provider, its customers, and third parties from unlawful or otherwise harmful interference, or to prevent unlawful or contract-breaching use.

### **17.4 Content**

The Service Provider assumes no responsibility for:

- content that the Customer transmits or has processed by the Service Provider, or that the Customer makes accessible to the Service Provider or to third parties;
- content that the Customer receives via the telecommunications networks used;
- the accuracy, completeness, timeliness, legality, appropriateness, availability, or timely delivery of information created by third parties, retrievable from third parties, or made accessible through the Services of the Service Provider.

### **17.5 Relocation**

In the event of the Customer's relocation, the Service Provider cannot guarantee that the Services can be offered at the new location to the same extent, nor that the Devices purchased by the Customer can be used or reused at the new location. Fees for interventions may also vary depending on the locality.

### **17.6 End Devices**

The Service Provider grants a three-year warranty on all Devices purchased from it (accessories: two years). In the event of a defect for which the Customer is not responsible, the Customer is entitled to send the defective Device together with the purchase receipt or warranty certificate to MH2Connect Sdn. Bhd., B-6-12A, Atria Damansara, Jalan SS 22/23, Damansara Jaya, 47400 Petaling Jaya, Selangor, Malaysia.

Depending on the nature of the defect, the Service Provider will repair the Device or replace it with a new or refurbished one at no cost. Any additional legal or material warranty is excluded to the extent permitted by law.

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## **18. Liability of the Service Provider**

### **18.1 General Liability Provision**

In the event of a breach of contract, the Service Provider is liable only for proven damage, unless it demonstrates that it bears no fault. Liability for damage resulting from slight negligence is excluded. However, the Service Provider shall compensate material and financial losses per damage event up to the value of the Services received during the preceding contract year, but not exceeding RM 50,000.00. To the extent permitted by law, the Service Provider shall not be liable for consequential damages, loss of profit, or loss of data. The Service Provider is also not liable for damages resulting from unlawful or contractually non-compliant use of its Services or of the Devices purchased or rented by the Customer.

### **18.2 Force Majeure**

The Service Provider is not liable if performance of its obligations is temporarily interrupted, restricted in whole or in part, or rendered impossible due to force majeure. Force majeure includes, in particular, natural events of exceptional intensity (floods, etc.), acts of war, strikes, unforeseen governmental restrictions, power outages, virus attacks, failures of telecommunications connections, and similar events.

### **18.3 Procurement of Goods or Services from Third Parties**

If the Customer uses their installation to procure goods or services from third parties, the Service Provider shall not be a contracting party – unless expressly agreed otherwise. The Service Provider assumes no liability or warranty for such goods or services, even if it carries out invoicing or collection in this context.

## **19. Exclusion of Liability**

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To the fullest extent permitted under applicable laws of Malaysia, including the Contracts Act 1950 and the Consumer Protection Act 1999, Flex Care is provided on an "as is" and "as available" basis. The Company makes no representations or warranties, whether express or implied, in relation to Flex Care, including but not limited to warranties of merchantability, fitness for a particular purpose, availability, accuracy, completeness, or uninterrupted operation.

The Company shall not be liable for any loss, damage, cost, or expense arising out of or in connection with the use of, inability to use, or reliance on Flex Care, including any indirect, incidental, consequential, special, or punitive damages, except where such liability cannot be excluded or limited under applicable Malaysian law.

## **20. No Warranty for Third-Party Interventions**

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The Customer acknowledges that the conditions for deployment, the deployment profiles, and the response times of any third-party intervention services that may need to be called upon vary from one location to another, and that the Service Provider has no influence over these factors. The Service Provider therefore assumes no warranty or liability that a measure triggered by the response centre will result in an intervention by the relevant service at all, or in a timely manner. The Customer is, in all cases, responsible for consulting the locally competent authorities, taking all necessary precautions based on such information, and informing the Service Provider accordingly.

## **21. Term and Termination**

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### **21.1 General**

The contract is concluded for an indefinite period. Either party may terminate it by giving 30 days' notice to the end of a calendar month. Termination may apply to the entire contractual relationship or – where applicable – to individual Services. Termination is permissible once no minimum contract period or renewal term remains in effect for the relevant Service. Terminations must be made in writing, unless the Service Provider accepts a termination in another form in an individual case. Specific agreements regarding options with a differing, particularly shorter, fixed term remain reserved.

### **21.2 Minimum Contract Periods and Renewal Terms**

Minimum contract periods and renewal terms may be stipulated for all or certain Services in separate contractual documents. During such periods, changes to the Service package at the Customer's request are not possible, or only possible subject to the cost consequences determined by the Service Provider. If the Customer terminates during an ongoing minimum contract period or renewal term ("early termination"), or if the Service Provider terminates early for a reason set out in Section 7, the Customer owes the Service Provider the remaining fees due until the end of the minimum contract period or renewal term. Deviating provisions remain reserved.

If the Service Provider terminates early without a reason referred to in Section 7, the Customer shall not owe any remaining fees.

## **22. Service Overview**

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The Service Provider may make a service overview available to the Customer, in an appropriate form, covering certain or all Services obtained from the Service Provider. If the Customer does not request the correction of inaccurate information within the period and in the manner specified in the service overview, the service overview shall become part of the contract. If the Service Provider determines that the service overview contains errors, it may provide the Customer with a corrected version.

## **23. Amendments**

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### **23.1 Changes to Prices and Services**

The Service Provider reserves the right to adjust its prices and Services at any time. The Service Provider shall notify the Customer of such changes in an appropriate manner. If the Service Provider increases prices in a way that results in a higher overall cost to the Customer, or if the Service Provider substantially modifies a Service used by the Customer to the Customer's detriment, the Customer may terminate the affected Service without financial consequences, effective as of the date the change enters into force, provided the Customer gives notice before that date. If the Customer fails to do so, the changes shall be deemed accepted.

### **23.2 Amendments to the General Terms and Conditions (GTC)**

The Service Provider reserves the right to amend the GTC at any time. The Service Provider shall inform Customers of changes to the GTC in an appropriate manner in advance. If the amendments are disadvantageous to the Customer, the Customer may terminate the contract with the Service Provider without financial consequences, effective as of the date the amendments enter into force, provided notice is given before that date. If the Customer fails to do so within one month, the amendments shall be deemed accepted.

## **24. Assignment**

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The assignment of the contract, or of any rights or obligations arising from it, requires the prior written consent of both parties. However, the Service Provider may transfer this contract, or any rights and obligations arising from it, to another company without the Customer's consent, provided that such company is directly or indirectly controlled by the Service Provider or directly or indirectly controls the Service Provider. Furthermore, the Service Provider – though not the Customer – is entitled to transfer or assign existing or future claims arising from this contract to third parties.

## **25. Governing Law and Jurisdiction**

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This contract shall be governed by and construed in accordance with the laws of Malaysia.

The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the courts of Kuala Lumpur, Malaysia. Mandatory statutory jurisdictions under Malaysian law remain reserved.

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