

Terms and Conditions

Welcome

Welcome to OnePass, a health and wellness membership program administered, managed and distributed by OneDegree Hong Kong Limited (“the Company”, “we”, “our” “OneDegree”). OnePass provides you access to a wide medical network of general practitioners, specialists and other wellness services and providers. You can find those products and services on our OnePass web platform and mobile app (“the Platform”).

The following terms and conditions set out the rules governing OnePass (“Terms”). By joining OnePass, accessing, using, downloading or installing the Platform, or using or receiving any services supplied to you by the Platform, you are deemed to have read, fully understood and agreed to abide by these Terms. If you do not agree to these Terms, do not join OnePass or access, use, download or install the Platform or use or receive any services supplied to you by the Platform.

If you do not understand these Terms or have any questions, please email us at care@onedegree.hk. We are here to assist you.

As we seek to continue to improve OnePass, we may change these Terms from time to time at our sole discretion. Such changes are effective upon the posting of the updated Terms on the Platform.

Please note that OnePass is a membership program and not an insurance product.

1. Becoming a OnePass Member

1.1. Who can sign up

You must meet the following criteria before you can apply to join OnePass:

- you reside in Hong Kong
- you are a natural person (and not a company or trust or any other non-natural legal person)

- you are at least 18 years old
- you meet all of the other criteria or conditions that we may impose from time to time

1.2. How to sign up

You may apply to join OnePass through our website. If we accept your application, we will inform you by email. We reserve the right to accept or refuse your application, to the extent permitted by applicable law. You may only hold one membership at any one time.

1.3. Membership fees and status

The current membership fees and the available membership statuses are stated [here](#). If your membership is accepted, you will find details about the membership status you are subscribed to and the applicable membership fee through the OnePass membership site that is hosted on our website (the “Membership Portal”).

The membership fee is non-refundable except as expressly set forth in these Terms.

1.4 Membership term and renewal

Each membership term lasts for one year regardless of your payment options. The first term begins on the fourth day after you become a OnePass member.

If you wish to remain a member of OnePass, you must renew your membership every year. We will send you a renewal notice 30 days before the expiry date of a term. If you do not renew your membership, you will cease to be a OnePass member on the expiry date. We reserve the right to accept or refuse your application to renew, to the extent permitted by applicable law.

1.5 Payment

Depending on the payment method you select, your membership fees will be due to be paid annually or monthly. If your preferred payment method becomes invalid during your membership period, or if the charge is refused for any other reason outside our control, you authorise us to use any other payment method we have on

file in your account on the next payment date. If all your payment methods on file are declined, you must provide us a new eligible payment method within 30 days or your membership will be cancelled on the next payment date.

1.6 Termination by you

You may terminate your OnePass membership by notifying our service provider through email at cs@mixreward.com. Upon the receipt of your notification, your membership will last till the end of the current billing cycle and you will not be billed in the following billing cycle. Please also note that it would take 5 days to proceed with your request.

1.7 Termination by OneDegree

We may unilaterally terminate your membership. If we terminate your membership because we consider that (a) your use of the Platform materially breaches these Terms or any applicable law or (b) you fraudulently use or misuse the Platform, we will not give any refund.

If we terminate your membership for any other reason, we will refund you for the unused portion of your membership fees on a pro rata basis.

2. Benefits

2.1. Entitlement to benefits

OnePass offers a range of benefits ("Benefits") to its members, such as access to health and wellness products ("Products") and services ("Services"). We have the sole discretion in determining your entitlement to any of the Benefits. You may check the details of your entitlement at the Membership Portal.

The party providing the Benefits may be us or any of our designated partners and each Benefit may be subject to further terms and conditions. If you choose to use a Benefit, you will be bound by the additional terms and conditions applicable to that Benefit. If there are any inconsistencies between these Terms and those additional terms and conditions, the latter shall prevail.

We can, at any time, withdraw, suspend or amend any of the Benefits at our sole discretion, with or without notice.

If a Benefit is only available during a specific membership term, you must use it within that term and it may not be carried over to the next term.

3. Using your membership

3.1. Claiming Benefits

You can view and claim the Benefits that you are entitled to by following the instructions on the Membership Portal or in our communications to you.

3.2. Membership Portal

Use of the Membership Portal is subject to these Terms as well as our website's [Terms of Use](#) and our [Privacy Policy](#). The latest versions of these documents are available on our website.

The Membership Portal may not be available at all times and we will not be liable to you in connection with any unavailability and unreliability of the Membership Portal.

3.3. You may need to pay for Products or Services or enter into a contract

In order to claim certain Benefits and use certain Services or Products, you may need to make a payment in addition to your OnePass membership fees (if any). For example, in some circumstances you may need to engage one of our partnered medical doctors to complete a Service and you may need to pay for it notwithstanding you have paid any OnePass membership fees. You can check the relevant information on the Membership Portal and/or our partners' websites and such information will be communicated to you before you choose to use the Benefits, Services or Products.

In some circumstances, you may be required to enter into a contract with our partner to claim certain Benefits or use certain Services or Products. We will not be a party to any contract between you and our partner, and we will have no liability in connection with that contract.

3.4. Providing information to us and our partners

You must provide your OnePass Membership Card and other information requested by us and our partners in order to claim your Benefits.

You must answer all our and our partners' questions honestly and ensure that all information you provide is true, complete, accurate and not misleading. You must provide us and our partners with all information including any medical conditions that might be relevant to the Benefits, Services or Products before you use them.

If you provide information to us that comes from a third party (such as a receipt issued by a third party medical service provider) or if you arrange a third party to provide information to us (such as arranging a third party doctor to provide your medical history to us), that third party must not be related to you and must not have any interest that may conflict with ours and our partners' in providing that information.

If you do not provide the information that we or any of our partners require, you will not be able to use the Services or Products or receive the Benefits.

You may be required to provide certain information online. No data transmission over the internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information which you transmit online whether via our website, the Membership Portal or our partners' websites. Any information which you provide via the internet is provided at your own risk.

3.5. We may verify the information you provide

We may take steps to verify the information you provide to us, including by contacting persons (such as medical practitioners) referenced in the information you provide to us. You consent to those persons discussing you with us and disclosing your personal information (including sensitive information and medical records) to us. We may also ask you for further information or evidence to verify the information you provide to us.

3.6. Benefits may not be available

Some Services or Products may not be available at all times or in some locations or to certain age groups. We will not be liable to you for any Services or Products not being available to you.

3.7. Use at your own risk

You use the Services or Products at your own risk. The Services or Products available through OnePass and the information and materials provided to you through

OnePass may not be suitable for all members. You must use your best endeavours to ensure your own safety while using the Services or Products and to avoid harm to yourself.

3.8. Seek independent advice

OnePass is a membership program. It does not constitute medical advice and is not a substitute for medical advice or treatment. You should consult your doctor or the appropriate professionals independent of OnePass in relation to your personal circumstances including any health or medical condition prior to joining OnePass or using any of the Services or Products.

Information and materials provided to you through OnePass may not be based on the most recent findings or developments and are not specifically tailored for any particular person. There could be health and wellness research that could render the information provided by or through us or our partners obsolete or in other ways not applicable.

You must not disregard or change any treatment your doctor or other health professionals recommends to you as a result of the use of a Service or a Product without first consulting that doctor or health professional.

3.9. Use by others

Your membership is for your personal use only and is not transferrable. Without limiting this:

- you must not provide or give to any other person, or allow any other person to use, any Service, Product or Benefit unless specifically permitted by the terms and conditions for that Service, Product or Benefit;
- you must take reasonable steps to ensure that no one else uses your OnePass membership unless specifically permitted by the terms and conditions for that Service, Product or Benefit;
- you must not use OnePass (and any Services, Products and Benefits available under it) for business or commercial purposes; and
- we may, at our sole discretion, allow your dependent to use the Benefits on the following conditions:
 - you have provided the personal and other information of your dependant pursuant to our request and in doing so, you have complied with all laws and regulations including the Personal Data (Privacy) Ordinance (Chapter 486, Laws of Hong Kong);

- you represent and warrant that your dependant has the capacity to use the Benefits fairly and responsibly and in accordance with these Terms;
- you undertake to indemnify OneDegree, and all of its directors, employees and contractors, and hold all of them harmless from any claim, loss, damage, costs, expenses of any nature or other liability arising from or related to your dependant's use of the Benefits or breach of these Terms arising out of such use or breach; and
- you have communicated to your dependant and you and your dependant fully understand that, by applying for your dependant's eligibility to use the Benefits, you and your dependant are deemed to accept and agreed to comply with these Terms notwithstanding that he / she is not a OnePass member and we do not owe any obligation to him / her.

3.10. Using your membership responsibly

You must not use your membership for illegal purposes, in any manner that is inappropriate, likely to offend others or fraudulent. We may take steps to verify the responsible use of your membership.

3.11. No warranty

We make no express or implied representation or warranty regarding the completeness, accuracy, reliability, suitability or currency of the information provided by us or our partners through the Platform.

3.12. No exchange for cash

The Benefits and the membership have no cash value and cannot be exchanged for cash.

4. Important note about the Providers of Products and Services

The providers of Products and Services (the "Providers") are not employees, contractors or agents of the Company, nor are we an agent for the Providers.

We do not therefore make any guarantees or representations regarding the skills and/or the outcome or quality of the Services performed by the Providers. We do not endorse or recommend the services of any particular Provider. Any

reference on the Platform or at the premises of a Provider to the Company's verifications indicates only that the Provider is a registered member of the Platform, and is not an endorsement, certification or guarantee by the Company. We do not guarantee that the Providers will attend any of the scheduled appointments on time or at all. You should exercise due diligence and caution when deciding to hire Providers.

In terms of the provision of Products and Services by Providers and all other related matters, you contract directly with the Providers, and their contractual rights are governed by the contractual terms between you and them and by applicable laws.

5. Disputes with Providers

If you have a dispute with a Provider, you should address such dispute with the Provider directly. You hereby agree to release the Company (and our officers, directors, affiliates, employees and agents) from any damages or claims (including consequential and incidental damages) of every kind or nature, suspected and unsuspected, known and unknown, and disclosed or undisclosed, arising out of or in any way connected with such dispute.

6. Your use of the platform and prohibited uses

As a user of the Platform, you agree to comply with these Terms and all applicable laws and regulations. You acknowledge and agree that the Platform is for your personal use only. You undertake not to misuse or attempt to misuse or circumvent the Platform, or are using or attempting to use the Platform for any unlawful, immoral, inappropriate or non-personal purposes, including but not limited to activities such as hacking, scraping content, infiltrating, fraud, advertising, jamming or spamming. You may not use the Platform to recreate or compete with the Company, or to solicit or harass other Users, or for any other purpose not contemplated herein. You are prohibited from advertising or soliciting services not within the ambit of any of the services offered by the Platform at the material time when the advertisement or solicitation was publicized.

7. Information provided to us

Upon registering on the Platform, you will be prompted to disclose certain information about yourself. You will be able to store some of the information on the Platform. Some of the information provided will be shared with other users of the Platform. By providing the information to the Platform you expressly request and expressly consent to being contacted by us and by Providers via

phone, email, mail, text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, in order that the Company may perform its role of connecting you with Providers, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your use of the OnePass and our business, including marketing related emails. For more information on our use of your information, **please refer to our Privacy Policy.**

You promise that all information provided (including but not limited to your contact information, and any ratings and reviews of Providers that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to refuse any current or future use of the Platform (or any portion thereof) by you.

To knowingly input false information, including but not limited to name, phone number, address or e-mail address is a very serious and fraudulent matter that could result in significant costs and damages including invasion of privacy rights, to the company and its Providers, as well as the loss of time, effort and expense responding to and pursuing such false information and request, and further, could result in regulatory fines and penalties. Accordingly, the Company reserves all rights to penalize users for providing falsified information on the Platform, and/or to require these users to pay for the actual, direct, punitive and consequential damages, and any regulatory or judicial fines or penalties that may arise from such intentional, misleading, harmful and fraudulent activity, plus reasonable legal fees, cost and expenses relating thereto, whichever is greater.

8. Contact with you

8.1 SMS Messaging

You agree that the Company and its Providers may send you informational text (SMS or Whatsapp) messages as part of the normal business practice of the Company. These text (SMS or Whatsapp) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from the Company at any time by contacting the Company at +852 9856 7349. You acknowledge that by opting out of receiving text (SMS or WhatsApp) messages from the Company and its Providers, your use of the Platform may be impacted.

8.2 Email

Likewise, you agree that the Company and its Providers may send you emails as part of the normal business practice of the Company. These emails may be used as part of the normal business practice of the Company, including but not limited to, marketing, relationship communications and transactional confirmations. Users can choose to opt-out of receiving marketing emails. For more information, please refer to our **Privacy Policy**.

9. Dispute resolution assistance

While we cannot guarantee the work performed by a listed Provider, and while we have no obligation to you with regard to your relationship with a Provider, the Company may, upon your request, provide limited assistance in resolving disputes between you and a Provider. You must participate and use good faith efforts to resolve problems through the Company resolution process. Such limited assistance in no way nullifies the release and indemnification described in these Terms.

10. User generated content

10.1 Your Content

You agree that all of the content and information posted by you, with the exception of certain Personal Data as specified on our Privacy Policy, on the Platform, including but not limited to ratings and reviews, photographs or images, comments, questions and/or answers, any other content (collectively, "Content") may be viewed by the general public and will not be treated as private, proprietary or confidential.

You authorize us and our affiliates, licensees and sub-licensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display or otherwise use or exploit such Content throughout the world in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and such permission shall be perpetual and may not be revoked for any reason. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.

10.2 Grant of license

You hereby grant the Company and its users an irrevocable, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use,

store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate and place advertisements near and adjacent to your Content in any format or media (whether now known or hereafter created) on the Platform in any manner that we deem appropriate or necessary, including, if submitted, your name, and likeness throughout the world. Users agree that the licence granted to the Platform shall be perpetual, and shall not be affected by the termination of the Platform or their account.

10.3 Representation of ownership and right to use Content

By posting or providing any Content to the Company, you represent and warrant to the Company that you own or have all necessary rights to use the Content, and grant to the Company the rights granted below. The foregoing representation includes, but is not limited to a representation and warranty that you own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.

10.4 Content guidelines

The Company reserves the right, but not the obligation, to edit or abridge, or to refuse to post, or to remove any content that you or any other users post on the Platform, at any time and without prior notice, if the Company determines (in its sole discretion) that such content contains or features any of the following:

- Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g. racist/discriminatory speech);
- References to illegal activity;
- Language that violates the standards of good taste or the standards of the Platform;
- Statements that are or appear to be false;
- Comments that disparage the Company.

With respect to Ratings and Reviews of Providers, all of the above and in addition the following:

- Reviews that do not address the services of the Provider or reviews with no qualitative value (e.g. "work has not started yet")
- Comments concerning a different Provider.

If a dispute arises between you and a Provider, the rating submitted may be held in pending status until resolution is reached. You represent and warrant that any rating and review provided is accurate and truthful, and that you will only provide a rating and review for a Provider that has performed a Service for you.

11. Intellectual property rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively, "Proprietary Material") that users see or read through the Platform is owned by the Company, excluding user-generated content that the Company has the right to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. The Company owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the Copyright Ordinance of Hong Kong SAR, Chapter 528 of the Laws of Hong Kong SAR (the "Ordinance"), where practicable as amended. The Proprietary Material is protected by domestic and international laws of copyright, patents, and other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Platform without the Company's express prior written consent and, if applicable, the holder of the rights to the user generated content. Any use of such Proprietary Material, other than as permitted herein, is expressly prohibited without the prior permission of the Company and, if applicable, the holder of the rights to the user generated content.

The service marks and trademarks of Company, including without limitation the Company and the Company logos are service marks owned by the Company. Any other trademarks, service marks, logos and/or trade names appearing via the Platform are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

12. Providers pre-screening procedures and disclaimers

While the Company takes certain steps to verify the identity of Providers, such verification is based on the information provided to us by Providers. Thus, we cannot confirm that Providers are who they claim to be and, we cannot and do not assume any responsibility for the accuracy or reliability of the identity or background check or any information provided by providers themselves. Additionally, the aforementioned screening procedures are performed solely at

the time the Providers register on the Platform, and the information provided may change and expire over time. While we require Providers to provide updated, current and accurate information in their profiles, we are under no obligation to update or to ensure that the information provided by Providers is accurate, current, and truthful. You are advised to verify that information presented in the professional profile before hiring them.

DISCLAIMER: THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE SCREENING PROCESS, PROCEDURE, OR INFORMATION OBTAINED OR PRESENT IN THE SCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.

13. Ratings and reviews are not endorsed by the company

All ratings and reviews of a Provider displayed reflect the opinions of other users, and do not reflect or represent the opinions or representations of the Company. The Company disclaims any and all representations or warranties with regard to the ratings and reviews. The Company does not assume responsibility or liability for any rating or review or for any claims, damages, or losses resulting from any use of the Platform or the materials contained therein.

14. Articles and other content

The Company provides content relating to the services offered by Providers in the Platform. Such contents are provided "as-is", without any warranties or representations, and you assume all liability and responsibility for your use of such articles. You understand and agree that the articles do not provide advice, and that such articles are no substitute for the advice of a professional.

15. Links to third party sites

Links (such as hyperlinks) provided on the Platform do not constitute the endorsement by the Company of those sites or their content. Such links are provided as an information service, for reference and convenience only. The Company does not control any such sites, and is not responsible for their content, or any changes or updates to such sites. The existence of links on the Platform to such websites (including without limitation external websites that are provided by Providers, as well as any advertisements displayed in connection therewith) does not mean that the Company endorses any of the material on

such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites.

The use of any website controlled, owned or operated by third parties is governed by the terms of use and privacy policies for those websites, and not by the Company's terms or privacy policy. You access such third-party websites at your own risk. The Company expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Platform. You hereby agree to hold the Company harmless from any liability that may result from the use of links that may appear on the Platform.

16. Use of the Platform is entirely at your own risk

The Platform is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. The Company makes no warranties or representations about the accuracy or completeness of the content provided through the Platform or the content of any sites linked to the service and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platform, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein. Except as expressly set forth herein, the Company expressly disclaims any implied warranties of any kind, including, but not limited to, warranties of merchantability or fitness for a particular purpose. These Terms will insure to the benefit of the company's successors, assigns and licensees. If any provision of these Terms shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of the company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. These Terms constitute the entire agreement between you and the Company, and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof.

17. Exemption and limitation of liability

You acknowledge and agree that the Company is only willing to provide the Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold the Company, its affiliates, its licensors, its clients in promotions, sweepstakes or contests, or any of such parties' agents, employees, officers, directors, corporate clients, or users liable for any damage, suits, claims, and/or controversies (collectively, "liabilities") that have arisen or may arise, whether known or unknown, relating to your or any other party's use of or inability to use the service, including without limitation any liabilities arising in connection with the conduct, act or omission of any user (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, and destruction of personal property), any dispute with any user, any instruction, advice, act, or service provided by the company or its affiliates or licensors and any destruction of your information.

Under no circumstances will the Company, its affiliates, its licensors, or any of such parties' agents, employees, officers, directors, corporate clients, or users be liable for any direct, indirect, incidental, consequential, special or exemplary damages arising in connection with your use of or inability to use the Platform, even if advised of the possibility of the same.

The Company does not accept any liability with respect to the quality or fitness of any work performed via the Platform.

If, notwithstanding the foregoing exclusions, it is determined that the Company or its affiliates, its licensors, or any of such parties' agents, employees, officers, directors, corporate clients, or users is liable for damages, in no event will the aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid by you to the Company during the six (6) months prior to the time such claim arose.

18. Governing law and jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Hong Kong courts are to have non-exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with these Terms for which purpose each party agrees to submit to the jurisdiction of the courts of the Hong Kong.