

· 標準病理檢驗所有限公司 PHC Medical Diagnostic Centre Ltd.

Pathology & HealthCare

Date:	
Dr. Name: Address:	
Contact Tel:	

Dear Valued Doctor,

RE: PHC E-report consent agreement

We are pleased to work closed with DOCTOR and growth together. The Electronic report will benefit environmental saving on less paper report and record keeping, beside; it serves a timely report to professional doctor on diagnostics. In order to provide the best interest and benefit to DOCTOR and the company, below are the terms and conditions to use of PHC E-report.

1. ACCEPTANCE OF TERMS

PHC Medical Diagnostic Centre Limited ("PHC") provides its services to you, subject to the following Terms of Service ("TOS"). In these TOS "you" means the individual using the PHC services and "PHC" means PHC Medical Diagnostic Centre Limited.

These TOS may be updated and amended by PHC from time to time without notice to you. You should review the TOS periodically for any changes.

In addition, when using particular PHC services, you and PHC shall be subject to any guidelines and rules applicable to such services which may be posted by PHC from time to time. All such guides and rules are hereby incorporated by reference into the TOS. In most cases the guides and rules are specific to a particular part of the Services and will assist you in applying the TOS to that part, but to the extent of any inconsistency between the TOS and any guide or rule, the TOS will prevail. PHC may also offer services from time to time that are governed by other terms of service. In such cases the other terms of service will be posted on the relevant service to which they apply.

2. PRIVACY POLICY

You agree that Registration Data and certain other information about you will be processed in accordance with our Privacy Policy. The Privacy Policy covers PHC treatment of personal information that PHC collects and receives, including information related to your past use of PHC services. Personal information includes information about you that is personally identifiable like your name, Hong Kong Identity Card Number (HKID), address, email address, or phone number, and that is not otherwise publicly available.



Pathology & HealthCare

3. MEMBER ACCOUNT, PASSWORD AND SECURITY

You are responsible for maintaining the confidentiality of the password and member account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify PHC of any unauthorised use of your password or account and any other breach of security, and (b) ensure that you exit from your account at the end of each session. PHC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 3.

You agree that PHC may access, preserve, and disclose your account information and Content: (a) to its affiliated parties worldwide for the purpose of providing the Content to you in an efficient manner; (b) for the purpose of properly administering your account in accordance with the standard operating procedures of PHC or its affiliated parties; and (c) if required to do so by law or in the good faith belief that any such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to your requests for customer service; or (iv) protect the rights, property, or personal safety of PHC, its users and the public.

4. MODIFICATIONS TO SERVICE

PHC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that PHC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

5. DISCLAIMERS

You expressly acknowledge and agree that:

A. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, PHC expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.

B. PHC makes no warranty or representation that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any services, information, or other material obtained through the service will meet your expectations, and (v) any errors in the software will be corrected.

C. The electronic report is for reference only; PHC makes no warranty or representation to the accuracy of the content therein. The finalized original hard copy of report issued by PHC is the most reliable version and it will be available upon request.

D. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for the use of any downloaded material or any damage to your computer system or loss of data that results from the download of any such material.



Pathology & HealthCare

E. PHC will not be liable for any loss of information or data during and/or after the downloading process, and these information or data includes the electronic copy of report. You should be solely responsible to store and protect the, watermarked, electronic copy of report and/or these information or data.

F. No advice or information, whether oral or written, obtained by you from PHC or through or from the service shall create any warranty or other obligation not expressly stated in the TOS.

6. LIMITATION OF LIABILITY

You expressly acknowledge and agree that PHC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if PHC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any data, information or services obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

Prepared by:

Consent and Accepted by:

Name:

Title:

Date:

PHC Medical Diagnostic Centre Limited Date:

1) You would like to receive automatic generated account log on notification message through e-mail.

	AGREE	Please provide an e-mail address:
_		

DISAGREE Please provide an e-mail address to receive e-report account log-in password:

- □ AGREE
- DISAGREE

**Kindly return this page via fax 2882-8150 or call 2310-5808 for pick up, thanks!

²⁾ You would like to activate the service of cumulative result on your client's report to view 5 latest consecutive results on Thyroid, Cardiac, Renal, Hepatitis, Cancer markers, Metabolic to assist your professional management at a glance.