

TERMS & CONDITIONS

Please read these Terms and Conditions carefully before continuing to access or use our Mobile Application, Website and links. By continuing to access or use this Mobile Application, you agree to abide by the Terms and Conditions stated herein.

Introduction

Company specializes in hydrogen therapy for pain management and health problems which provides a platform for User to obtain the Services provided by independent Certified Therapists. The Company's role is merely to link the user with such Certified Therapists. The Company is not responsible for the acts and/or omissions of any Certified Therapists and any liability in relation to such Services shall be borne by the Certified Therapists. All independent Certified Therapists shall not represent to be an agent, employee or staff of the Company and the Services provided by the therapists shall not be deemed to be provided by the Company.

Please read these Terms of Use carefully before continuing to access or use this Application/App and links. These Terms of Use constitute a legal binding agreement between you (User) and the Company and applies to your use of the Services. If you do not agree to the Terms of Use, please do not use or continue using the Application or Services. By continuing to access or use this App, you agree that you have read and understood the Terms of Use stated herein.

Company may amend these Terms of Use at any time which shall become effective immediately. It is your responsibility to review the Terms of Use regularly. Your continued use of the Services after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

Definitions

“Application” or “App” means this mobile application(s) made available by Company (or its licensors) for download to Users;

“Certified Therapist” means an independent certified therapist that is assigned to User for Services;

“Company” means H2U Home Services Sdn Bhd (Company No. 1389729-A), a company incorporated in Malaysia with its address at Lot 4B, Level 2, Menara TH Uptown, No. 3 Jalan SS21/39, Damansara Utama, 47400 Petaling Jaya, Selangor;

“Platform” (if any) means the relevant Company platform, portal, App or Website that, when used in conjunction with the Application, enables User to make bookings for Services and make payment for such Services;

“Services” means the services that are listed on this App which provided by Certified Therapists and are booked through the Application or Platform;

“Product” means the products made available by the Company on this App.

“Price” means the fees/charges for the Services which must be paid upon booking of Services.

“Seller” means the business partners, dealer, reseller, distributor or a legal entity appointed by H2U Home Services Sdn Bhd to sell goods and services on behalf of H2U Home Services Sdn Bhd

“Terms of Use” shall govern any and all uses hereof by any and all User, and shall be deemed binding and effective upon continued use of this App. User shall comply with all the terms and conditions stated herein. User shall be responsible for protecting the confidentiality of User’s account and password, if any. By submitting information about a User, the User hereby agrees and consents to the commercial use of such information as defined herein.

“User” or “You” means each person or entity that access this Application.

Representations, Warranties and Undertakings

By using the Application and/or Services, you represent, warrant/undertake that:

You have legal capacity to enter into the agreement and that you are at least eighteen (18) years old. You cannot enter into the agreement if you are below eighteen (18) years old;

All the information which you provide shall be true and accurate;

You will only use the Application, Platform and Services for their intended and lawful purposes;

You will keep your account password or any identification we provide you which allows access to the Application and/or Services secure and confidential;

You agree to notify us immediately of any unauthorized use of your account or any other breach of security;

You will not attempt to commercially exploit any part of the Application without our permission, including without limitation modify any of the Application’s content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;

You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;

You will provide us with proof of identity or any other documents which we may reasonably request or require;

You will not use the Application and/or the Software to cause nuisance or behave in an inappropriate or disrespectful manner towards the Certified Therapist and/or the Company;

When using the Services, you agree to comply with all laws applicable to you and/or your use of the Services;

You agree that your use of the Services will be subject to Company’s Privacy Policy;

You agree to assume full responsibility and liability for all loss or damage suffered by yourself, Company or any other party as a result of your breach of this agreement;

You will not use the Application and/or Platform to cause nuisance, annoyance, inconvenience or make fake bookings;

You will act in a decent, proper and respectable manner towards the Certified Therapists at all times during and out of therapy sessions.

You shall not contact the Certified Therapist for purposes other than the Services.

Risk

You expressly agree that the use of this App is at your sole risk. Neither the Company nor its affiliates nor their respective employees, agents, or third party content providers warrant that this App will be uninterrupted, secure or error free. Nor do they make any warranty as to the results that may be obtained from use of this App or as to the accuracy, reliability or content of any information, service or merchandise provided through this App.

Trademark and Intellectual Property

All material, trademarks and other proprietary information including but not limited to text, images, graphics, data, video and audio used on this App are the property of the Company and their respective owners, and are protected by copyright, trademark and other applicable laws.

All material and content of this App should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, collected or distributed in any form or by any means, whether manual or automated. The use of any such material and content on any other website/app or networked computer environment for any other purpose is strictly prohibited. Any such unauthorized use may violate copyright, trademark and other applicable laws and could result in legal proceedings.

Discount or Promotion

Any discount or promotion or offer made by the Company shall be at the Company's sole discretion and subject to conditions (if any) set out by the Company.

Discount or voucher codes provided to you are non-transferable and cannot be used in conjunction with any other offers. Should there be an expiration date, the code must be redeemed before such date.

Price and Payment Terms

The price for any Service and/or Product are in the currency of Ringgit Malaysia and be paid in full before delivery of any Service and/or Product. The sale price shall be exclusive of taxes, levies, travelling fees and delivery costs. You shall agree to electronic invoicing and email communication.

Service Order(s) Confirmation

All Service Orders confirmation are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate your access to the Application/Platform, our decision to terminate or suspend your access to the Application/Platform, disruption caused to the Services whether planned, accidental or intentional, or any reason whatsoever.

Payment must be made immediately upon booking of Services via the Application or by cash to the Certified Therapist. The Price shall be exclusive of any taxes which will be added into the total payable.

All service orders must be fully utilized within 24 months period.

Service Order(s) Cancellation

You may cancel your booking for Services without charges with at least twenty-four (24) hours before the designated date and time for Service.

If you decide to cancel your booking within twenty-four (24) hours before the designated date and time for Service, you may be charged a Cancellation Fee equivalent to one hundred (100)% of Service booked including travelling fees.

You are liable to pay the full Price and the Company will not refund any part thereof if you did not make prior cancellation and/or are not at the designated location and/or time.

Product Order(s) Confirmation

All Product orders made via this App are subject to acceptance and availability. We shall be entitled to refuse or cancel any orders made without giving any reasons before order acceptance. Please ensure that the item, colour, quantity and address are correct before making the payment. Take note that the product's colour on the photo may slightly differ from the actual product due to computer display settings. All product orders are non-refundable and non-exchangeable.

Shipping and Delivery of Product Order(s)

- You shall provide correct and accurate address for delivery with street name, city, state and country including postal code.
- There shall be no P.O. Box address.
- If you are not at delivery address to receive your order, please contact the carrier service (courier service) within the stipulated timeframe for next delivery or pick up.
- There shall be no refund for any purchase made.
- Ownership and risk of loss or damage to the Product shall be deemed transferred and passed to you upon despatch from the Company's warehouse or store.
- The Company shall not be responsible for any loss or damage to the Product during shipment or delivery transit. You are advised to purchase insurance for risk during transportation of the Product to you.

Refund, Return & Replacement of Product

All Product sold on the Platform is covered under 7 Days Returns or 14 Days Returns depending on the Product sold (“Return Policy”). You may request for the returns process by communicating with Company or Seller through the Platform.

You may apply to return the purchased Product to Company or Seller in exchange for a replacement or a refund. You shall ensure that the purchased Product is returned to Company or Seller within 7 or 14 calendar days from the delivery date, depending on the applicable Return Policy. For avoidance of doubt, the countdown starts from the date you receive the purchased Product to the post stamp date on the return parcel. In case of damaged Product, please contact Company or Seller within 48 hours of receiving the delivery to expedite the claim process.

You may only apply for return of the purchased Product in the following circumstances:

- Product delivered to you is defective and/or damaged on delivery;
- Product delivered to you is materially different from the description provided by Seller in the listing of the Product;
- Product delivered to you does not match the agreed specification (e.g. wrong size, colour, etc.) stipulated in the order;

Notwithstanding the above, there shall be no refund in the following cases:-

- you have a change of mind or do not want the Product;
- the Product does not suit you;
- perishable Product.

If you have any questions or complaints, (i) you may either contact the Seller directly via the Platform or (ii) contact Company using the “Contact Us” page on the Platform, as applicable.

In the event you are unable to resolve any dispute with Seller directly through amicable negotiations, Company reserves the right to suggest and implement an appropriate resolution at its sole discretion.

Warranty

Warranty applies only to initial purchases made directly from the Company or its authorized distributors operating in Malaysia and is subject to the laws of Malaysia notwithstanding the country of delivery of product.

The Warranty period shall be as specified on each Product page or Product packaging. All defects shall be notified to the Company, promptly in writing, during the warranty period.

Any warranty claims by customer shall be subject to the followings:

- customer to ship the Product back to the Company in Malaysia;
- customer shall bear the costs of shipment for both ways, ie. to Malaysia and then back to the customer.

Warranty Exclusions and Limitations

The Warranty does not apply to maintenance kits (periodic or otherwise), accessories and consumable items and does not extend to any Product which the serial number has been removed. In addition, this Warranty does not cover any of the followings:

- normal wear and tear;
- any damages, defects, malfunction and/or faulty consumables and/or accessories which require periodic replacements in the ordinary course of use;
- any damages and failures of the product which has been tampered with, dismantled, repaired and/or modified by any person not authorized by the Company;
- any damages, defects and failures arising from replacement of component parts with any non-genuine parts;
- any damages, dents, defacement, scratches, stains, or marks however caused to the Product's external covers;
- any damages, defects, malfunctions to or in the Product howsoever arising from, caused by or incidental to any external cause (including accidents, fire, lightning, Act of God, or caused by insects, pests or any other such like matters);
- any damages and failures arising from any abuse and/or negligence of any end-users or third parties;
- any damages and failures arising from the use of the Product contrary to its manuals and/or user guides;
- any damages and failures arising from or due to external effects such as power supply;
- any malfunction, defects or damages arising from shipping or storage of Product;
- falsification of serial number of the Product, Warranty Certificate or the date;
- setup of Product in a location exposed to direct sunlight, blocked ventilation, unstable surface, power extension cords or adaptors, insufficient space or extreme temperatures.

Upon occurrence of the following events, the Company may at its sole discretion, immediately terminate the Warranty and treat the Warranty as null and void whereupon the Company shall no longer be liable or responsible to carry out any warranty work notwithstanding that the Product is still within the warranty period: any assignment, sale or transfer of the Product by the customer to any other party;

- any tampering, dismantling, repair, maintenance, modification carried out on the Product by any person not authorized by the Company;
- any replacement of component parts with any non-genuine parts;
- any abuse, negligence, misuse, tampering or wrongful management of the Product;
- any use of the Product contrary to its manuals and/or user guides;
- any damage or tampering of the serial number on the Product or Warranty Certificate or proof of purchase.

The Company reserves the right to amend and/or modify the terms and conditions of the Warranty without prior notice.

All decisions by the Company on complaints, defects, workmanship and/or material shall be conclusive.

Payment Method

Payments can be made either via direct bank transfer, online banking, credit and debit card through Visa, Mastercard or UnionPay.

Ratings

You may voluntarily rate the Certified Therapist via the Application in respect of Services provided. Every rating will be automatically logged onto Company's system which the Company may analyse for evaluation and other internal purposes.

Complaints

Any complaints by you toward a Certified Therapist can be made through the Application.

Internet Delays

The Application, Services and/or Platform may be subject to delays, and other problems inherent in the use of the internet and electronic communications including the device used by you being faulty, not connected, out of range, switched off or not functioning. The Company is not responsible for any delays or failures resulting from such problems.

Force Majeure

Non-performance of either party of any obligations hereunder shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

Governing Law

This Terms of Use shall be governed by the laws of Malaysia.

Severability

If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

No Waiver

The failure of Company to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.

Notice

Either party may give notice through the Application, email, or by letter sent by courier, registered mail or pre-paid post to your address in the record of Company. Such notice shall be deemed delivered at the time when such letter would in the ordinary course be delivered (if sent by courier, registered mail or pre-paid post) or one hour after sending (if sent by email).

Electronic Services

You hereby consent to the transmission by electronic means of your Personal Data, such consent shall be effective at all times.

Third Party Links

This App may include links to third party websites which are governed by their own privacy policy and this App or the Company are not responsible for third party privacy practices, operations and contents of the said links. You are advised to review the privacy policy of these sites before furnishing any information. We shall not accept any responsibility for unauthorised access by a third party and/or the corruption of information/data being sent by any individuals to us via internet communications or electronic mail.

Service Providers

We may employ third-party companies or individuals due to provide or perform certain services to our Company. Please be informed that these third-parties have access to your Personal Information while performing tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Indemnity and Disclaimer

You hereby agree, indemnify and keep indemnified the Company, its affiliates and their respective directors, officers, employees, agents, dealer, reseller, distributor against all liabilities, claims and expenses arising out of the use of this App or in relation to your account.

You agree that all risks arising from your use of this App will be borne by you. We make no warranty that:

- the App and/or our Services and or Product will meet your requirements;
- the App will be uninterrupted, timely or error free; or
- any services or products, information or material purchased by you will meet your requirements.
- Except as expressly provided in these Terms and Conditions and to the fullest extent permitted by law, the App and related services are provided “as is”, “as available” and “with all faults”. All such warranties, representations, conditions, undertakings and terms, whether express or implied, are hereby excluded.
- To the fullest extent permitted by law, we and our affiliates shall not be liable for any indirect, consequential, incidental, special or punitive damages, including damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from your use of or inability to use the App and related services.
- Some jurisdictions do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the foregoing exclusions or limitations may not apply to you.

You acknowledge that this App and the Company is not liable for any defamatory, offensive or illegal conduct of other users or third parties in the event of any damage or injury caused by any failure of performance, error, omission, interruption, deletion, delay in operation or transmission, computer virus,

communication line failure, theft or unauthorised access to/alteration of, or negligence and that the risk of injury from the foregoing rests entirely with you.

Termination

We may, without prior notice to you, immediately terminate or suspend access to your account. Upon any termination, you shall immediately cease all access to and use of the App and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this App in whole or in part. Any termination shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that we shall not be liable to you or to any other person for any claims or damages arising out of any such suspension or termination.

Changes

The company reserve the rights at any time to change or discontinue any aspect or feature of the App including but not limited to its content and product.

Cookies

Cookies are text files placed on your device to collect standard Internet log information and visitor behaviour information. This information enables us to distinguish you from other users of the App, which helps us to provide you with a good experience when you browse the Application and/or Platform. This information is also used to track visitor use of the Application and/or Platform and to compile statistical reports on activity, allowing us to improve the Application and/or Platform.

If you prefer, you can set the Application not to accept cookies. However, you may encounter that some of the Application features may not function as a result.

Contact

For further information or enquiries, you may contact us at our customer service at enquiry@hi-bliss.com or whatsapp us at 012-2355729