

DEBI Platform Terms of Use & Privacy Policy

The Digital Employee Benefit Innovation (“DEBI”) platform (hereinafter referred to as “the Platform”) is a health insurtech platform that enables health insurance services to be provided to users. The Platform aims to shift focus on treatment to preventive care and wellness management with the use of technologies and ecosystem. Users of the Platform will have access to health and wellness benefits from DEBI’s benefits panel of doctors, hospitals, clinics, pharmacies, and various wellness partners (“DEBI Benefits Panel”).

By using the Platform, corporate subscribers and its employees (“User”) (hereinafter collectively referred to as “you”) agree to be bound by the following Terms of Use & Privacy Policy (as modified from time to time), so that you are aware of your legal rights and obligations with respect to Fermion Labs Sdn. Bhd. and Fermion Labs’ Affiliates i.e. our subsidiaries, associated companies or jointly-controlled entities (hereinafter referred to as “Fermion Labs”, “we”, “our” or “us”). Fermion Labs shall have the right to modify, update or amend this Terms of Use & Privacy Policy at any time by placing the updated Terms of Use & Privacy Policy on the Platform. By continuing to use the Platform or its services, or products or services offered (“Offerings”) through the Platform following any of the modifications, updates or amendments to this Terms of Use & Privacy Policy, you signify your acceptance of such modifications, updates or amendments. Please read this Terms of Use & Privacy Policy carefully before using the Platform. In the event that you do not agree to or accept this Terms of Use & Privacy Policy, you should immediately cease any usage of or access to the Platform.

Terms of Use

1. Fermion Labs, as the owner and operator of the Platform, may at its sole discretion permit your registration, access and use of the Platform using your user identifier (“Username”) and your password.
2. You hereby undertake to keep your Username and password confidential and that no person other than yourself shall be permitted or shall have access or knowledge of your Username and password.
3. You are required to inform Fermion Labs if your Username and/or password becomes invalid or ceases to have effect; or if you suspect that your Username and/or password has been accessed by any unauthorized person. To the extent permitted by law, Fermion Labs shall not be liable in the event that the security and confidentiality of your Username and/or password has been compromised and all the activities that occur under your Username and/or password even if such event or activity is not were not committed by you and it will be your full responsibility and risk entirely each time your access to the Platform.
4. You agree to only use the Platform for a lawful purpose and for the purpose of which it is intended to be used and will not copy, distribute or modify the any of the content provided on the Platform without written permission from us.
5. To the fullest extent permissible pursuant to applicable law, all the information and materials on DEBI Benefits Panel provided on the Platform are provided on “as is” basis and without warranties of any kind either expressed or implied and Fermion Labs disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of the Platform or its functionality contained therein will be available, accessible, uninterrupted, secure or error free, merchantability and fitness for a particular purpose for all Offerings on the Platform as all Offerings transacted are subject to warranties provided by the DEBI Benefits Panel. Any dispute regarding the Offerings shall be resolved between you and the DEBI Benefits Panel directly and to the maximum extent permitted by applicable law, release Fermion Labs from any and all claims and demands and damages arising from such dispute. Fermion Labs’ liability in this regard shall be limited to a full refund of DEBI Kesh paid for the Offerings in cases where it deems appropriate in this absolute discretion.
6. All points earned and accumulated by the User reflected on the Platform (“DEBI Kesh”) issued to your account has a validity period generated by the Platform which cannot be extended nor converted into cash at any time. Details of all DEBI Kesh issued and all transactions conducted by you on the Platform

shall be treated as correct and conclusive between you and us. We reserve the right at any time, to do the following:

- (a) change the manner in which DEBI Kesh are earned, credited or accumulated;
 - (b) revoke, adjust or recalculate number of points required to redeem any Offerings (including how such Offerings may be redeemed);
 - (c) modify the qualifications and eligibility for earning DEBI Kesh;
 - (d) add, limit, change, replace, cancel, withdraw or remove any benefit or incentive provided on the Platform; and/or
 - (e) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal or regulator.
7. A User's access to and usage of the Platform shall follow the Subscription Agreement entered into between the corporate subscriber and us and shall terminate on the last day of the User's employment and/or on a date prescribed by the corporate subscriber, whichever is the earlier. Upon termination of subscription, all DEBI Kesh accrued in the User's account shall be forfeited absolutely despite its validity date. However, in the event that the User wishes to continue with using the Platform, the User may file a written request with us of at least one (1) month before the date of the User's last day of employment with the corporate subscriber and any approval for continued access or usage shall be at our sole discretion and subject to any terms and conditions (including payment of a subscription fee) to be mutually agreed by us and the User.
8. Fermion Labs is the owner of all Intellectual Property (as defined herein) on the Platform. You are given a non-exclusive, limited, revocable, non-transferable, non-assignable and personal license to use the Platform for the duration of your access or usage of the Platform. While we use reasonable efforts to include accurate and up-to-date information on the Platform, we make no warranties or representation as to the accuracy of the content of the Platform and shall under no circumstances be liable to you for any indirect, incidental, consequential, indirect, or punitive damages that result of the use of, or the inability to use, the materials on the Platform, even if we have been advised of the possibility of such damages. We will also not be liable for any loss, death, injury, claim or damage suffered or incurred as direct or indirect result of you using the Offerings provided by the DEBI Benefits Panel on the platform, including any changes or cancellations caused by DEBI Benefits Panel withdrawals or discontinued DEBI Benefits Panel services and the extent of our liability shall be in accordance to paragraph 5 above.
9. All trademarks, service marks, trade names and logos, data, copyright materials, features (collectively "**Intellectual Property**") used on the Platform are proprietary to Fermion Labs. This Terms of Use does not grant you with any license or rights to use such Intellectual Property or claim any rights to it. You agree that you shall not post, distribute or reproduce in any way any of our Intellectual Property or any other proprietary information belonging to us without obtaining our prior consent.
10. We reserve the right to terminate, suspend or deactivate, in whole or in part, your access to and right to use the Platform, including any transaction(s), points and/or forfeit the accumulated points, upon the occurrence of one or more of the following, which include (but are not limited to):
- (a) if we detect or suspect any unusual, irregular, suspicious, fraudulent or unauthorised use or activity or any conduct/misconduct;
 - (b) if we believe that you are abusing or misusing the DEBI Kesh or any services or Offerings provided on the Platform;
 - (c) if you purchase any of the Offerings with the intention of reselling for commercial purpose;
 - (d) if you are deceased; or
 - (e) if you are found to be in breach of any of the terms stipulated herein.

Privacy Policy

1. As individual users, or, the individual representatives of our corporate subscribers, (collectively referred to as "Users" and otherwise referred to as "User", "you" or "your" for the purpose of this Privacy Policy), you are to provide to Fermion Labs with personally identifiable data about yourselves and/or your family members and/or other dependents ("**Personal Data**") in connection with the purpose of the Platform and in accordance with paragraph 2 below , including delivery of the Offerings, preparation of proposals, provision of quotations, managing claims and client relationship management. Such Personal Data may include information or data provided by you or your employer who is our corporate subscriber or other parties or from other source, and may include, but is not limited to, historical or existing data and/or data to be collected in the future. Such Personal Data may be subject to applicable data protection, privacy and other similar laws and may include copies and other details of identity documents, proof of address and other contact details, religious affiliation, salaries, information concerning age, marital status, racial or ethnic origin, education, genetic or sexual life, physical or mental health or medical condition/diagnosis and dietary preference. Such Personal Data may also include technical information about your device, system and application software, and peripherals, and information regarding your location gathered periodically; as well as your fitness activity information (hereinafter referred to as "**Physical Activity Data**").

With regards to corporate subscribers, when providing Fermion Labs with Personal Data relating to the Users, their family member and/or dependents and/or other individuals that the corporate subscriber represents, the corporate subscribers will observe the provisions of any data protection or privacy legislation as applicable from time to time the extent applicable to this Privacy Policy. This includes, without limitation: (i) an obligation, if any, for the corporate subscribers to obtain any required consent(s) in respect of the transfer of information to Fermion Labs by the provider or any third party relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws and (ii) any obligation with respect to the use, disclosure and transfer by Fermion Labs of Personal Data as necessary to carry out its obligations under this Privacy Policy.

2. Personal Data you provide and explicitly consent to will be collected, used and otherwise processed by Fermion Labs for the following purposes:
 - 2.1 Create, administer and update your account on the Platform;
 - 2.2 Verify your identity; your age and your employment records with the relevant corporate subscribers;
 - 2.3 offer, obtain, provide, facilitate or maintain wellness, health and/or insurance or financing Offerings;
 - 2.4 DEBI wellness challenges whereby Physical Activity Data such as steps, distance and duration from third party platforms, will be collected to process your fitness activity for "Walkathon Wellness Challenge" available on the Platform;
 - 2.5 enable features that personalise your experience on the Platform, such as lists of your favourite products and regular services,
 - 2.6 perform internal operations necessary to provide our services, including troubleshooting software bugs and operational problems, conducting data analysis, testing and research, monitoring and analysing usage and activity trends;
 - 2.7 process and manage your transactions;

- 2.8 process, manage or verify your application or purchase of vouchers and subscriptions on the Platform;
- 2.9 the delivery of Offerings to the Users, including any customer support issues;
- 2.10 those purposes specifically provided for in any Offerings by Fermion Labs or the DEBI Benefits Panel;
- 2.11 conducting marketing and client profiling activities in connection with insurance, wellness and health related Offerings (including those provided by Fermion Labs, other members of the Fermion Labs, and selected third parties for the purpose of improving our services to the Users or that we think may interest the Users);
- 2.12 Fermion Labs' internal record-keeping;
- 2.13 meeting any legal or regulatory requirements relating to Fermion Labs' provision of the Offerings and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular, code applicable to Fermion Labs;
- 2.14 to be shared with our vendors, joint venture partners, business partners and service providers in connection with the Platform and/or the Offerings; and
- 2.15 purposes ancillary or relating to any of the above (including but not limited to information relating to your claims history for research, benchmarking and statistical analysis).

Collection and Disclosure

- 3. Personal Data provided to Fermion Labs will generally be kept confidential but you hereby consent and authorize Fermion Labs to collect, provide or disclose your Personal Data for the purposes stated in Paragraph 2 of this Privacy Policy above to:
 - 3.1 any of the DEBI Benefits Panel and their agents for the provision of the Offerings to you or for the purposes specified above;
 - 3.2 any agent, contractor or third-party service provider who provides membership servicing support;
 - 3.3 relevant parties arranging insurance or providing claims services or benefits administration services or wellness services such as insurance companies, health maintenance organisations, agents and service providers (including but not limited to consultants, service call centres, market research and quality assurance companies),
 - 3.4 Your corporate employers who are our corporate subscribers;
 - 3.5 government agencies and industry regulators;
 - 3.6 Fermion Labs' auditors, accountants, lawyers or other financial or professional advisers;
 - 3.7 such sub-contractors or third-party service or product providers as Fermion Labs may determine to be necessary or appropriate, in accordance with paragraph 2 and paragraph 9 of this Privacy Policy;

- 3.8 any person to whom Fermion Labs is compelled or required to do so under law or in response to a competent or government agency; and
- 3.9 Such person(s) as you may instruct or require.
4. Your Physical Activity Data will be automatically retrieved to import your fitness activity information from other platforms such as listed below, after you explicitly consent the Platform to transfer when you connect to such services:
 - 4.1 **Apple HealthKit.** We use Apple’s (Apple Inc., 1 Infinite Loop, Cupertino, CA 95014, USA; “Apple”) HealthKit framework which provides a central repository for health and fitness data on iPhone and Apple Watch – with your explicit consent – lets the Platform communicate with the HealthKit store to access and share this data. We process the following data, obtained through the HealthKit framework, for the purposes described above and with explicit consent by the user: steps, distance, and duration. New data attributes may be added to the HealthKit framework, which will be portrayed in the Platform and which you have to consent to. We do not use information gained through the HealthKit framework for advertising or similar services. You can always stop the Platform from accessing data by changing the settings of your mobile device.
 - 4.2 **Google Fit.** We use Google Fit which is an open platform that lets users control their fitness data. We process the following data, obtained through Google Fit, for the purposes described above: steps, distance and duration. New data attributes may be added to the Google Fit framework, which will be portrayed in the Platform and which you have to consent to.
 - 4.3 Third party platforms as Fermion Labs may determine to be necessary or appropriate, in accordance with paragraph 2 and paragraph 9 of this Privacy Policy;
5. You further consent to provide, and for your employer who is our corporate subscriber, insurer(s), health maintenance organizations, agents and/or third-party service or product provider(s) to provide to Fermion Labs your Personal Data for the purposes set out in paragraph 2 above.
6. Failure to provide such Personal Data or withdrawing your consent from providing such Personal Data may result in Fermion Labs being unable to provide users with the Offerings requested.

Safeguards

7. Fermion Labs confirms that Fermion Labs has implemented the appropriate technical and organizational security measures and procedures in accordance with the applicable laws and regulations to prevent the unauthorized or unlawful processing of your Personal Data and the accidental loss or destruction of, or damage to, your Personal Data.
8. We retain your Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law. Once your Personal Data is no longer necessary for the services or purposes, or we no longer have a legal or business purpose for retaining your Personal Data, we take steps to erase, destroy, anonymise or prevent access or use of such Personal Data for any purpose other than compliance with this Privacy Policy, or for purposes of safety, security, fraud prevention and detection, in accordance with the requirements of applicable laws.

Data Transfer

9. Where Fermion Labs consider it necessary or deemed appropriate for the purposes of data storage or processing or providing any service or product on our behalf to you, we may transfer your Personal Data to an Affiliate of Fermion Labs or in accordance with paragraph 3 of this Privacy Policy above within or outside the country in which Fermion Labs is established, under conditions of confidentiality and similar levels of security safeguards.

Your Rights of Access and Correction

10. You have the right to request access to and correction of information about you held by Fermion Labs and you may:
 - 10.1 check whether Fermion Labs holds or uses your Personal Data and request access to such data;
 - 10.2 request that Fermion Labs correct any of your personal information that is inaccurate, incomplete or out-of-date;
 - 10.3 request that Fermion Labs specify or explain its policies and procedures in relation to data and types of Personal Data handled by Fermion Labs; and
 - 10.4 communicate to Fermion Labs your objection to the use of your personal information for marketing purposes whereupon Fermion Labs will not use your Personal Data for these purposes; and
 - 10.5 withdraw, in full or in part, your consent given previously,

in each case subject to any applicable legal restrictions, contractual conditions, reasonable internal policies/procedures, a reasonable time period (in accordance with applicable laws) as well as, in the case of an access request, a reasonable fee (where permitted under applicable laws and as Fermion Labs may notify you in writing upon receipt of your request). In the event that you withdraw your consent to provide the Personal Data, we may be able to continue to process your Personal Data to the extent required or otherwise permitted by applicable laws and regulations.

Cookies

11. Fermion Labs, and third parties with whom we partner, may use cookies, web beacons, tags, scripts, local shared objects such as HTML5 and Flash (sometimes called “flash cookies”), advertising identifiers (including mobile identifiers such as Apple’s IDFA or Google’s Advertising ID) and similar technology including strictly necessary cookies and analytical/performance cookies (“**Cookies**”) in connection with your use of the Platform on your computer or mobile device, in emails we send to you, and on our web pages. Cookies may transmit Personal Data about you and your use of the Platform, such as your browser type, search preferences, IP address, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use. Cookies may be persistent or stored only during an individual session.
12. Fermion Labs may allow third parties to use Cookies on the Platform on its website and mobile applications to collect the same type of Personal Data for the same purposes Fermion Labs does for itself. Third parties may be able to associate the Personal Data they collect with other Personal Data they have about you from other sources. We do not necessarily have access to or control over the Cookies they use.
13. Additionally, we may share non-personally identifiable Personal Data with third parties, such as location data, advertising identifiers, or a cryptographic hash of a common account identifier (such as an email address), to facilitate the display of targeted advertising on third party platforms.

14. If you do not wish for your Personal Data to be collected via Cookies on the websites, you may deactivate cookies by adjusting your internet browser settings to disable, block or deactivate cookies, by deleting your browsing history and clearing the cache from your internet browser. You may also limit our sharing of some of this Personal Data through your App (Settings > Privacy > Ads) and mobile device settings.
15. In respect of your Personal Data received by us, Fermion Labs is a Data User; while your respective corporate employers are independent Data Users in respect of Personal Data disclosed to or received from Fermion Labs. As independent data users, Fermion Labs and the corporate employers individually determine the purposes and means of processing Personal Data, subject to the provisions set out in this Privacy Policy. Fermion Labs and the individual employers are also individually responsible to ensure the protection of Personal Data under their charge.
16. Written requests for access to Personal Data or correction and/or deletion of Personal Data or for information regarding policies and procedures and types of Personal Data handled by Fermion Labs may be sent to pdpa@debiwellness.com.

General

1. This Terms of Use & Privacy Policy shall be governed by the laws of Malaysia and by using the Platform, you agree to submit to the exclusive jurisdiction of Malaysian courts.
2. No joint venture, partnership, employment, or agency relationship exists between you, us or any third-party provider as a result of this Terms of Use & Privacy Policy or use of the Platform.
3. If any provision of this Terms of Use & Privacy Policy is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. This shall, without limitation, also apply to the applicable law and jurisdiction as stipulated above.
4. Our failure to enforce any right or provision in this Terms of Use & Privacy Policy shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. This Terms of Use & Privacy Policy comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if any) between the parties regarding the subject matter contained herein.
5. This Terms of Use & Privacy Policy as modified from time to time is solely for your benefit and not for any other individual or entities and may not be assigned by you without our prior written approval but may be assigned without your consent by us and we reserve all rights to do so therein.
6. You acknowledge that you have been made aware of Silverlake Axis Ltd.'s (the ultimate parent company of Fermion Labs) Anti-Bribery and Anti-Corruption Policy. You/we shall, and shall procure that you/we, your/our directors, officers, employees, independent contractors, representatives, agents and any other persons acting on your/our behalf (collectively, "Associates") shall:
 - (a) perform your/our obligations under this agreement in accordance with all applicable laws, statutes, regulations, guidelines, codes and other requirements of the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act") and with the applicable anti-bribery and anti-corruption laws of the territory in which you/we conduct business ("Relevant Requirements");
 - (b) not offer, promise, give, authorise, solicit or accept any undue pecuniary or other advantage of any kind throughout the course of this Terms of Use & Privacy Policy; and
 - (c) at all times, in connection with and throughout the course of this agreement being in force, comply with and take reasonable measures to ensure that your/our Associates subject to your/our control or determining influence, will comply with the Relevant Requirements.

You/we represent and warrant that as at the date of your acceptance of this Terms of Use & Privacy Policy, you/we have not been convicted of any offence under the Relevant Requirements, and is not aware that any of your/our Associates have been convicted of any offence under the Relevant Requirements. You/we shall have the right to terminate this agreement immediately upon written notice to us/you, in case we/you are in breach of your/our obligations under this paragraph.

7. Any notice given by you to us (such notice shall be deemed given when received us) shall be by way of letter sent by courier or registered mail to us using the contact details as provided on the Platform.