



## Terms & Conditions

1. Better She (the "**Programme**") is offered by AXA China Region Insurance Company Limited and AXA General Insurance Hong Kong Limited (collectively "**AXA**"), supported by Union (Group) Investment Limited ("**EC Healthcare**") and Mixup Solution Company Limited ("**Mixcare**").
2. The Programme is applicable to any customer aged 18 or above.
3. The Programme is valid for a 12-month period at the price of HK\$3,650 excluding any top-up services (the "**Top-Up**").
4. The services of the Programme are only applicable in Hong Kong.
5. EC Healthcare is the provider of the medical and healthcare services under the Programme (collectively, the "**Healthcare Services**"). EC Healthcare is an independent third-party service provider and not AXA's agent.
6. Mixcare is the provider of the online platform ("**e-Store**") under the Programme. Mixcare is an independent third-party service provider and not AXA's agent.

### 7. Registration & Purchase

- i. To participate in the Programme, you will have to go to e-Store through the designated AXA's digital channel(s), including but not limited to Emma by AXA and AXA webpage.
- ii. You can view the Programme introduction on designated AXA's digital channel(s) and proceed to participate in the Programme at e-Store.
- iii. To register on Mixcare, you will have to provide a valid email address and a valid mobile number (which must be able to receive and send out SMS & Whatsapp messages, subject to any fees that you may be charged for the use of SMS and mobile data by your mobile service provider) and other information required by Mixcare, and create a password.
- iv. Once registered on Mixcare, you can proceed to complete purchase of the Programme on Mixcare.
- v. Upon completing the transaction on e-Store, a confirmation email will be sent to your email account with the relevant purchase details and a link to a Programme user guide.
- vi. After participating in the Programme, you may proceed to purchase the Top-Up services on the e-Store.
- vii. Services under the Programme must be redeemed and used within 12 months from the date of purchase, after which the Programme will expire, and you will not be able to redeem any services.
- viii. All services under the Programme are non-refundable, non-transferrable, and non-changeable and cannot be exchanged for other services or products offered by AXA or EC Healthcare or redeemed for cash under any circumstances.
- ix. Any unutilised services of the Programme will be forfeited after 12 months from the date of purchase.

### 8. Automatically Login

- i. Mixcare offers user of Emma by AXA a feature of automatic login to the Platform, which means the Platform will recognise you and will log you in automatically ("**Auto-Login**")



when you access the Platform through Emma by AXA. For the details of Auto-Login, please refer to the terms and conditions of the Platform.

- ii. Your email address or your mobile number associated with your registered Emma by AXA account and your language preference (“Login Information”) will be encrypted and shared with Mixcare for the purpose of Auto-Login.
- iii. The Auto-Login is provided at your own risk. AXA shall not be liable for any damages or losses suffered or incurred by you arising out of or in connection with the Auto-Login under any circumstances.

**9. Booking for a consultation / treatment:**

- i. All arrangements relating to the appointment, cancellation or rescheduling of consultations under the Programme shall be made with EC Healthcare via e-Store in accordance with the terms and conditions below.
- ii. Upon completion of purchase of the Programme, you can make your appointment with EC Healthcare via e-Store’s “Make an Appointment” function. Mixcare will send an email to you within 2 working days for booking confirmation.
- iii. A gynaecological consultation can be scheduled 14 days after the body scans. You are required to bring along scan results to the gynaecologist appointment if it was done in the last 12 months. If you have conducted one or more check-ups which mentioned under the health check-ups of the Programme over the last 12 months, you are eligible to swap 1 health check-ups with 2 optional medical monitoring. For details, please refer to AXA’s digital channel(s), including but not limited to AXA webpage.
- iv. When you make a booking request for a consultation with a medical practitioner / healthcare professional / therapist, you may select a specific medical practitioner / healthcare professional / therapist, subject to their availability.
- v. If you need to cancel or reschedule a confirmed appointment, you must cancel or reschedule the planned appointment through the e-Store no later than 24 hours before your appointment. Any cancellation requested within 24 hours before the appointment will be regarded as late cancellation.
- vi. Any late cancellation, no show or late arrival of over 15 minutes will be regarded as services redeemed and deducted.
- vii. Availability of services is on a first-come-first-served basis. AXA and/or EC Healthcare do not guarantee the medical practitioner / healthcare professional / therapist you have requested will be available for a consultation at your desired time.

**10. Consultation / treatment:**

- i. To redeem the consultation / treatment, you can login to the e-Store, click “My Booking”, and present the designated booking QR code to the provider of Healthcare Services.



- ii. Valid identification document must be presented to redeem the reserved service(s) at EC Healthcare.
- iii. Before procuring any services at EC Healthcare, you should understand and agree to the service content arranged by EC Healthcare.
- iv. You understand that any consultation / treatment is between you and EC Healthcare general practitioner / healthcare professional / therapist, subject to the medical practitioner / healthcare professional / therapist satisfying himself that you are suitable for consultation / treatment.

### Limitation of Liability

- 11. AXA is not the provider of the e-Store or any of the Healthcare Services, makes no warranties or representations, either expressed or implied and shall have no obligation or liability whatsoever arising out of or in connection with the e-Store and/or the Healthcare Services, including but not limited to their quality, suitability, supply or service. The use of the e-Store or the Healthcare Services will be subject to the terms and conditions imposed by Mixcare and EC Healthcare, and such use shall be at your own risk. To the extent permitted by law, AXA shall not be liable for any damages or losses suffered or incurred by you arising out of or in connection with such use under any circumstances. You acknowledge and understand that you shall read carefully and agree to comply with the terms and conditions of the third-party service providers before proceeding to use their goods or services.
- 12. By proceeding to e-Store through AXA's digital channel(s) throughout the Programme, you acknowledge you have read carefully and accept the disclaimer and terms of use displayed on AXA's digital channel(s) before entering into the e-Store.
- 13. When using the e-Store and any of the Healthcare Services under the Programme, you may be asked to provide payments or personal information where necessary or as required by the relevant third-party provider(s). You acknowledge and understand that all such provision of payment or information shall be at your own risk and you should carefully read all relevant terms and conditions before providing any payment or information to the third-party supplier(s) or before proceeding to use the goods or services under the Programme. Any disputes arising from the goods or services under the Programme shall be resolved between you and the relevant provider directly.

### Indemnification

- 14. You agree to indemnify and hold AXA, its affiliates, and their respective officers, directors and employees (collectively, the "**Indemnified Parties**"), harmless from and against all actual or alleged liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be directly or indirectly incurred or suffered by the Indemnified Parties and all actions and proceedings which may be brought by or against the Indemnified Parties in connection with or arising out of any of the following: (a) your access to or use of the e-Store and any of the Healthcare Services; (b) your breach of these terms and conditions or any applicable law; or (c) any misrepresentation made by you.



#### **Other General Provisions**

15. You acknowledge, represent and warrant that the information you provide to AXA and other relevant third-party provider(s) in the course of applying for and during this Programme are true and accurate, and you have the due authority to provide such information.
16. The purchased Programme cannot be used at the same time with any other discounts.
17. The eligibility of participation in the Programme is not guaranteed and is subject to the approval of AXA and EC Healthcare. In case of any dispute, the decision of AXA shall be final and conclusive.
18. AXA reserves the right to change these terms and conditions, modify, suspend or terminate the Programme in its absolute discretion without prior notice.
19. AXA has the absolute right to interpret these terms and conditions at its sole discretion. Its decision shall be final and conclusive. In the event of any discrepancy between the English version and the Chinese version of these terms and conditions, the English version shall prevail.
20. If any provision of these terms and conditions is found to be invalid or unenforceable by a court of law, such invalidity and unenforceability shall not affect the remainder of the terms and conditions, which shall continue be in full force and effect.
21. Unless expressly granted in these terms and conditions, nothing herein is intended to confer any rights or remedies under these terms and conditions on any persons other than you and AXA. Nothing in these terms and conditions is intended to relieve or discharge the obligation or liability of any third persons to you, AXA, nor shall any provision give any third persons any right of subrogation or action over or against you and AXA.
22. These terms and conditions shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and all parties shall submit to the exclusive jurisdiction of the courts of Hong Kong.