



BeOnTrack Programme Terms and Conditions

1. BeOnTrack (the "**Programme**") is jointly offered by AXA China Region Insurance Company Limited, AXA General Insurance Hong Kong Limited (collectively "**AXA**"), eSmartHealth Limited ("**eSH**") and Union (Group) Investment Limited ("**EC Healthcare**").
2. The Programme is only applicable to registered user of Emma by AXA aged 18 or above.
3. The Programme consists of the following plans (the "**Plans**" or each a "**Plan**"):
 - a. Blood Pressure Reboot Plan – for blood pressure management;
 - b. Blood Glucose Reboot Plan – for blood glucose management; or
 - c. Weight Reboot Plan – for body weight management.
4. The 3 different Plans of the Programme can be selected based on your health needs. Each of the Plan will last for a 12-month period at the price of HK\$3,650 excluding the self-monitoring devices for blood pressure, blood glucose or body weight (collectively, "**Monitoring Device**") to be used for each Plan respectively.
5. Designated Monitoring Device, which is purchased separately along with each Plan, must be used to monitor your health attributes for effective coaching and progress management. Accordingly, you must also purchase the corresponding Monitoring Device along with the relevant Plan, failing which you may not be able to enjoy any of the services under the Programme.
6. The services of the Programme are only applicable in Hong Kong.
7. eSH is the provider of the DrGo (an online platform as defined below) and the Monitoring Devices. EC Healthcare is the provider of medical and healthcare services under the Programme (collectively, the "**Healthcare Services**"). Both eSH and EC Healthcare are independent third-party service providers and not AXA's agents.

8. Registration & Purchase

- i. To purchase the Programme, you must register and log in as a user on Emma by AXA.
- ii. You can view the Programme introduction page on Emma by AXA and proceed to the purchase of any Plans or services under the Programme at DrGo platform ("**DrGo**").
- iii. You must register or log in as a user on DrGo web portal in order to complete the purchase of the Programme.
- iv. To register on DrGo, you will have to provide a valid email address and a valid mobile number (which must be able to receive and send out SMS, and subject to any fees that you may be charged for the use of SMS by your mobile service provider) and any other information as maybe required by eSH, and you will need to create a password.
- v. Each Emma by AXA user is entitled to register one DrGo account only. Each valid email address and each valid mobile number may only be used to register for one DrGo account.
- vi. Once registered and/or logged in DrGo web portal, you will be able to complete the purchase transaction of the Programme on DrGo Health Store.

- vii. Upon completion of transaction for any of the Plans on DrGo, a confirmation email and a welcome email will be sent to your email account registered with DrGo containing the relevant purchase details and a link to Programme guide where you will be advised to download the DrGo app in order to access the Programme features with Emma by AXA as the entry point seamlessly.
- viii. Services under the Plan must be redeemed and used within 12 months from the date of purchase, after which the Plan will expire and you will not be able to redeem any services.
- ix. The Monitoring Device and all services under the Programme are non-refundable, non-transferrable, non-changeable and cannot be exchanged for other services or products offered by AXA, DrGo or EC Healthcare, or redeemed for cash under any circumstances.
- x. Any unutilised services of the Plan will be forfeited after 12 months from the date of purchase.

9. Booking for a consultation:

- i. All arrangements relating to the appointment, cancellation or rescheduling of consultations under the Programme shall be made with EC Healthcare via Emma by AXA app in accordance with the terms and conditions below.
- ii. Upon completion of purchase of the Plan, you can make your first appointment with EC Healthcare via Emma by AXA app with the Make Appointment function within the service hour of EC Healthcare. EC Healthcare will send a SMS to you within 24 hours for booking confirmation.
- iii. EC Healthcare will send a SMS to you within 24 hours before the appointment date as a reminder.
- iv. When you make a booking request for a consultation with a medical practitioner / healthcare professional, you may be able to select a specific medical practitioner / healthcare professional, subject to their availability.
- v. If you want to reschedule a confirmed appointment, you will have to cancel the scheduled appointment and request for a new booking with EC Healthcare. You are only allowed to cancel one time only per appointment during the 12-month period of the Plan. Cancellation of booking must be made no less than one business day prior to the scheduled appointment time.
- 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. None of AXA, eSH or EC Healthcare guarantees the medical practitioner / healthcare professional you have requested will be available for a consultation at your desired time.

10. Medical / Healthcare Consultation:

- i. Valid identification document and a valid digital coupon (containing the redemption QR code) of the Plan must be presented to redeem the purchased services at EC Healthcare.
- ii. Used digital coupon cannot be reused.
- 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 is between you and EC Healthcare general practitioner / healthcare professional, subject to the medical practitioner / healthcare professional satisfying himself that you are suitable for consultation.

Limitation of Liability

- 11. AXA is not the provider of DrGo, the Monitoring Device 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 DrGo, the Monitoring Device and/or the Healthcare Services, including but not limited to their quality or fitness, supply or service. The use of DrGo, the Monitoring Device or the Healthcare Services will be subject to the terms and conditions imposed by DrGo or 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 DrGo through Emma by AXA throughout the Programme, you acknowledge you have read carefully and accept the disclaimer and terms of use displayed in Emma by AXA before entering into DrGo.
- 13. When using DrGo, the Monitoring Device or 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 DrGo, the Monitoring Device and/or 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 selected Plan 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, eSH 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.