

TERMS OF SERVICE

Article 1 (Purpose)

These Terms of Service govern the rights, obligations, and responsibilities between bemeup global, Inc. (hereinafter referred to as the "Company") and users, the conditions and procedures for using the bemeup service (hereinafter referred to as the "Service"), and all other necessary matters related to the use of the Service. These terms are drafted in compliance with relevant Philippine laws, including the **E-Commerce Act of 2000 (Republic Act No. 8792)**, the **Consumer Act of the Philippines (Republic Act No. 7394)**, and the **Data Privacy Act of 2012 (Republic Act No. 10173)**.

Article 2 (Definitions)

The terms used in these Terms of Service are defined as follows:

1. **"Service"**: The "bemeup" aesthetic service platform and related services provided by the Company, which Users can access and use through electronic devices (computers, mobile devices, etc.).
2. **"User"**: A general term for all members and non-members who use the service provided by the Company in accordance with these Terms.
3. **"Member"**: A person who has registered as a member by providing personal information to the Service, has entered into a service use agreement with the Company, and has been granted a Member ID.
4. **"Non-member"**: A person who uses the Service without registering as a member.
5. **"Account Information"**: The ID, password, nickname, and other information provided by the member to the Company.
6. **"Post"**: Information such as text, images, videos, attached files, links, etc. that a member posts on the Service.
7. **"Content"**: All information, images, texts, videos, sounds, and other materials provided by the Company within the Service.
8. **"Affiliated Hospital" or "Medical Institution"**: A hospital or clinic that has entered into a contract with the Company and provides medical services to Users through the Service.

9. **"Medical Service"**: Services such as consultation, examination, treatment, surgery, etc. provided to Users by an Affiliated Hospital.
10. **"Request Reception Service"**: A service through which a User can send a consultation and appointment request to an Affiliated Hospital via the Service. The actual appointment is made directly between the User and the Affiliated Hospital.

Article 3 (Publication and Amendment of Terms)

1. The Company will publish the content of these Terms on the initial screen of the Service or a separate Terms page so that Users can easily review them.
2. The Company may amend these Terms to the extent that it does not violate relevant Philippine laws, including the **E-Commerce Act**, the **Consumer Act**, and the **Data Privacy Act**.
3. When the Company amends the Terms, the Company will announce the effective date and the reason for the amendment along with the current Terms on the initial screen of the Service at least 7 days prior to the effective date. However, if the amendment is disadvantageous to the User, the Company will announce it at least 30 days prior to the effective date and notify each individual separately via email or other electronic means.
4. The amended Terms will be effective from the announced effective date, unless otherwise specified.
5. Users may request to withdraw their membership if they do not agree with the amended Terms, and if they continue to use the Service after the effective date of the amended Terms, they will be deemed to have agreed to the changes.
6. Agreeing to these Terms implies a regular agreement to access the website and application to check for changes to the Terms. The Company is not obligated to notify Users who do not agree to the separate notification methods (email, SMS, etc.) of the changes to the Terms, and the Company is not responsible for any damages incurred by the User not being aware of the amended Terms.

Article 4 (Provision and Modification of Services)

1. The Company provides the following services:
 - **Medical Institution Information Service**: Provides information on the location, hours, doctor information, treatment categories, and price information of affiliated medical institutions such as aesthetic hospitals, dermatology clinics, dental clinics, etc.

- **Request Reception Service:** Provides a means for Users to send consultation, examination, and treatment requests to a desired medical institution.
 - **Medical Service Information Provision:** Provides general information related to medical services to Users.
 - **Review Service:** A service for registering and viewing reviews from Users who have used a medical service.
 - **Event and Promotion Information Service:** Provides information on discount offers and events from affiliated medical institutions.
 - **Other services** as specified by the Company.
2. The Company provides the Service 24 hours a day, 365 days a year. However, the Company may temporarily suspend the provision of the Service in the following cases:
- When necessary for system operation, such as for regular system maintenance, server expansion and replacement, network instability, etc.
 - When affected by power outages, service equipment failures, service usage overload, or maintenance/inspection of telecommunication service providers' equipment.
 - In cases of force majeure such as natural disasters, national emergencies, cyberattacks, computer viruses, etc.
 - When there is another reasonable reason that makes it impossible for the Company to provide the Service.

Article 5 (Member Registration)

1. A User registers as a member by filling in the membership information in the form prescribed by the Company and expressing their intention to agree to these Terms.
2. Individuals aged 14 and older may register as members. Children under the age of 14 must have the consent of their legal guardian. The Company may establish procedures to confirm the consent of the legal guardian when a child under 14 registers as a member.
3. Members must immediately update their personal information provided during registration through the methods provided by the Company when there are changes.

Members are responsible for any issues arising from not updating their member information.

4. The Company may refuse to approve member registration or later restrict or disqualify a member in the following cases:
 - When not using a real name or using someone else's name.
 - When providing false information or not providing information as requested by the Company.
 - When a child under 14 registers without the consent of their legal guardian.
 - When a person has previously been restricted or had their membership terminated for reasons such as a violation of the Terms of Service.
 - When a person has been fined or more for violating relevant Philippine laws, including the **Consumer Act**.
 - When registering for membership with the intent to harm social security and order, or public morals.
 - When intending to use the Service for profit-making purposes.
 - When the Company determines that member registration would significantly hinder the Company's service operations.
5. Upon completion of member registration, the member will set up the necessary ID and password to use the Service. The member is responsible for carefully managing this information and bears responsibility for all issues arising from careless management.
6. A member can only create one account per email address and mobile phone number. If an additional account is created, the Company may consider it a duplicate registration and delete or restrict the additional account.

Article 6 (Member Withdrawal and Disqualification)

1. A member can request to withdraw their membership at any time through the Service's settings menu or email, and the Company will process the request immediately unless there is a special reason.
2. Upon a member's withdrawal, all personal information of the member will be immediately deleted. However, the following information will be retained for a certain period in accordance with relevant Philippine laws:

- Records of transactions and related evidence as required by the **E-Commerce Act**.
 - Records of consumer complaints or disputes as required by the **Consumer Act**.
3. When a member withdraws, the posts (reviews, comments, etc.) created by the member will not be deleted. If a member wishes to delete these posts, they must delete them on their own before withdrawing.
 4. The Company may restrict, suspend, or disqualify a member in the following cases:
 - When providing false information during registration.
 - When obstructing the use of the Service by others or stealing information, threatening the order of e-commerce.
 - When using the Service to perform acts prohibited by law or these Terms, or contrary to public morals.
 - When violating the member's obligations specified in Article 13.
 - When intentionally obstructing the Company's service operations.
 - When harming the reputation or causing disadvantage to others.
 - When using information obtained from the Service to copy, publish, broadcast, or provide to a third party without the prior consent of the Company.
 - When not using the Service for more than 1 year (inactive account).
 5. When the Company restricts, suspends, or disqualifies a member, the Company will notify the member of the reason, time, and duration. However, the Company may not provide notice if it determines that urgent restriction of use is necessary.

Article 7 (Personal Information Protection)

1. The Company complies with the **Data Privacy Act of 2012 (Republic Act No. 10173)** and other relevant Philippine laws to protect the personal information of Users.

2. The Company's personal information processing policy is separately published, and the Company only collects and uses personal information within the scope to which the User has consented.
3. The Company collects only the minimum personal information necessary to provide the Service. The Company clearly distinguishes between mandatory and optional items and does not restrict the use of the Service if optional items are not provided.
4. The Company does not use the personal information of Users for purposes other than providing the Service, and does not provide it to a third party without the User's prior consent. However, the following cases are exceptions:
 - When the User has given prior consent.
 - When required by law.
 - When it is necessary personal information to perform a contract related to the provision of the Service, and obtaining typical consent is significantly difficult for economic or technical reasons.
 - When the information is processed in a form that cannot identify an individual.
 - When the data subject or their legal representative cannot express their intention, or cannot receive prior consent for reasons such as an unclear address, and it is clearly determined to be necessary to protect the urgent interests of the life, body, or property of the data subject or a third party.
5. The Company restricts access to the personal information processing system, implements technical/administrative measures to protect personal information, and takes necessary measures for the access, management, and protection of User's personal information.
6. Users can request to view, modify, delete, or suspend the processing of their personal information at any time, and the Company will promptly process these requests.
7. The Company will immediately destroy personal information after the purpose of collection and use has been achieved. However, information may be retained for a certain period if necessary in accordance with relevant Philippine laws.

Article 8 (Medical Service Request Reception)

1. Users can send consultation and treatment requests to affiliated medical institutions through the Service.
2. The requests sent by the User will be forwarded by the Company to the corresponding affiliated medical institution, and thereafter, the actual consultation and appointment will be made directly between the medical institution and the User. The Company is not involved in the appointment process.
3. Users must pay attention to the following points when sending a request:
 - Must accurately enter their real name and contact information when sending a request.
 - Must not unnecessarily send repeated requests with the same content.
 - Must not send a request with false or uncertain information.
4. The Company may refuse to accept a User's request or restrict the use of the Service in the following cases:
 - When a request is sent under another person's name or with false information.
 - When repeated requests with the same content are sent.
 - When the normal operation of the Service is obstructed.
5. The Company only provides an intermediary service for request reception and does not directly provide medical/aesthetic services or guarantee the results of medical/aesthetic services provided by affiliated hospitals and clinics. The responsibility for issues arising during the process of a member receiving services from affiliated hospitals and clinics, including medical/aesthetic services, belongs to both the member and the affiliated hospital/clinic.
6. The Company is not involved in the appointment scheduling, consultation, examination, and payment between the User and the medical institution, and all related responsibilities belong to the User and the medical institution.

Article 9 (Payment Matters)

1. The Company does not provide a payment service. All payments for medical services are made directly between the User and the medical institution.

2. Medical service fees, payment methods, refund policies, etc. are subject to the policies of each medical institution, and the Company is not involved in these matters.
3. The Company does not intervene in payment-related disputes between the User and the medical institution and is not responsible for any issues arising therefrom.
4. Users must directly confirm the fees, payment methods, refund policies, etc. of the corresponding medical institution before using the medical service.

Article 10 (Service Usage Restrictions)

1. The Company may restrict or suspend the use of the Service in the following cases:
 - When a person steals another person's ID and password.
 - When a person intentionally obstructs the service operation.
 - When a person disseminates content harmful to public order and morals.
 - When a person harms the reputation or causes disadvantage to others.
 - When a person is objectively judged to be related to a crime.
 - When a person uses information obtained from the Service for commercial purposes without the prior consent of the Company, or illegally copies, distributes, publishes, or transmits it.
 - When a person violates the intellectual property rights of the Company, other Users, or a third party.
 - When a person creates a fake review or disseminates false information with the purpose of obstructing the business of a specific medical institution.
 - When a person performs an act that violates Philippine law.
 - When a person violates other terms of use specified by the Company.
2. The types of Service usage restrictions include:
 - Restriction of specific functions (restriction of request submission function, restriction of writing reviews, etc.).
 - Temporary suspension of Service use (1-30 days).
 - Permanent suspension of Service use (membership disqualification).

3. When the Company restricts or suspends the use of the Service, the member can file a complaint via Email within 7 days from the date of suspension, and the Company must notify the member of the result within 7 days from the date of receiving the complaint.
4. The Company will restore the use of the Service for a member who is in a restricted period if the member has no separate complaint and the restricted period has passed. However, permanent suspension is an exception.

Article 11 (Post Management)

1. The copyright of posts (reviews, comments, images, etc.) posted by a User on the Service belongs to the author of the post.
2. The User bears all responsibility for the posts they create. Users must not create posts that infringe on the copyright, portrait rights, trademark rights, and other intellectual property rights of others, or harm the reputation of others.
3. By posting on the Service, the User grants the Company the right to use and utilize the post within the Service and for promotional purposes. This right is non-exclusive, and the Company cannot transfer it to a third party.
4. The Company may delete, move, or refuse to register posts that fall under the following cases without prior notice:
 - Content that slanders or harms the reputation of others.
 - Content contrary to public morals, such as pornographic or violent content.
 - Content that includes false medical information or exaggerated treatment effects.
 - Content that unfairly slanders a specific medical institution or medical staff.
 - Fake reviews written without actually using the medical service.
 - Posts that repeatedly post the same content.
 - Advertisements and commercial promotional materials.
 - Content that infringes on the copyright or portrait rights of others.
 - Content that violates Philippine law.
 - Other content that is not suitable for the purpose of the Service's operation.

5. In addition to deleting a post, the Company may also take measures such as restricting posting for a certain period, or suspending membership.
6. In the event of a claim that a specific post violates Philippine law or infringes on the rights of a third party, the Company may temporarily delete (hide) the post and in this case, the Company will provide an opportunity for the creator of the post to file a complaint.
7. Special provisions related to reviews are as follows:
 - Only members who have actually used the corresponding medical institution can write a review.
 - The content of the review must be based on the truth and must not include false or exaggerated content.
 - When writing a review, content that harms the reputation of the medical institution or medical staff, or includes vulgar language or slander, is prohibited.
 - The Company may operate various verification procedures to prevent the writing of unfair reviews.

Article 12 (Intellectual Property Rights)

1. The copyrights and intellectual property rights for all content (text, images, videos, sound, logos, trademarks, designs, software, etc.) provided in the Service belong to the Company or the corresponding license holder.
2. Users must not use information obtained from the Service for which the Company or the provider has intellectual property rights for profit-making purposes or allow a third party to use it through copying, transmission, publishing, distribution, broadcasting, or other methods without the prior consent of the Company or the provider.
3. The copyright of posts registered by Users on the Service belongs to the respective User. However, the Company may use posts registered by a member without the separate permission of the member and free of charge, to a reasonable extent in accordance with fair practice stipulated in copyright law, for the purposes of operating, displaying, transmitting, distributing, and promoting the Service as follows: 1) Copying, modifying, adapting, displaying, transmitting, and distributing the member's posts within the Service and creating edited works to the extent that it does not harm the nature of the work. 2) Providing, displaying, or promoting the

content of a member's post to service partners such as media and telecommunication companies.

4. The Company may delete posts registered by a User without prior notice if the Company deems them to fall under one of the following cases, and the Company bears no responsibility for this:
 - Content that slanders or harms the reputation of other Users or a third party.
 - Content that violates public order and morals.
 - Content that is considered to be related to criminal activity.
 - Content that infringes on the copyright or other intellectual property rights of the Company or a third party.
 - Content that is not in accordance with the post principles specified by the Company or is not suitable for the nature of the forum.
 - Other content that is judged to violate relevant laws.
5. In the event of a complaint about the infringement of a third party's intellectual property rights, the Company may temporarily delete (hide) the corresponding post and proceed with an investigation in accordance with relevant laws.

Article 13 (User Obligations)

1. Users must not perform the following acts:
 - Registering false information during member registration or information changes.
 - Changing information posted by the Company.
 - Transmitting or posting information other than the information specified by the Company (such as computer programs).
 - Publicly or privately posting content contrary to public morals on the Service, such as pornographic or violent messages, images, or sounds.
 - Acts that reduce the credibility of the Service, such as writing fake reviews or giving unfair ratings.
 - Performing profit-making activities using the Service without the consent of the Company.
 - Other acts that violate relevant Philippine laws.

2. Users must immediately update their personal information through the member information management menu in the Service when there are changes to the personal information provided during member registration.
3. Users are responsible for managing their account and password and must immediately notify the Company if they discover that their account is being used illegally.
4. Users must not perform the following acts related to the use of the Service:
 - Obstructing the provision of the Service.
 - Transmitting information that could obstruct the stable operation of the Service.
 - Collecting or storing personal information of other Users.
 - Using information obtained from the Service for commercial purposes or providing it to a third party without the prior consent of the Company.
 - Unauthorized modification or deletion of Service content provided by the Company.
 - Disseminating computer virus programs.
 - Other acts that violate relevant laws.

Article 14 (Company Obligations)

1. The Company complies with relevant laws and makes every effort to provide a stable Service to Users.
2. The Company must have a security system to protect personal information (including credit information) so that Users can use the Service safely.
3. The Company must handle opinions or complaints raised by Users if they are deemed reasonable. The Company will notify the User of the results of handling and resolving the opinions or complaints within a reasonable period via email or other methods.
4. The Company may perform regular maintenance when necessary to provide the Service, and the regular maintenance time will be subject to a notice on the Service's provision screen.

Article 15 (Notes on Service Usage)

1. Users understand that medical information received through the Service is for reference purposes only, and the final medical decision must be made through a direct examination at a medical institution and a diagnosis by medical staff.
2. The Company provides information about medical institutions and related medical information through the Service but does not guarantee the accuracy of this information. Information about medical institutions and related medical information is provided by the respective medical institutions, and the Company is not obligated to verify this information.
3. Users must make decisions based on their own judgment and responsibility when using the Service. In particular, Users should be cautious not to rely solely on information obtained through the Service when choosing a medical service.
4. Users must be aware of the effects, side effects, and risks of treatment through full consultation before treatment, and understand that all responsibility for treatment belongs to the User themselves and the related medical institution.
5. The Company does not intervene in medical service disputes between a medical institution and a User and does not provide a mediation role.
6. The Company is not responsible for accidents or disputes that occur at an affiliated medical institution after the User has connected with the affiliated medical institution through the Service. All issues related to the quality, results, and side effects of the medical service must be resolved between the User and the related medical institution.
7. Users must notify the Company in the following cases:
 - When the medical institution information in the Service differs from reality.
 - When inappropriate advertisements or promotional content are found.
 - When inappropriate behavior by other Users is found.
 - When a system error or bug is found.

Article 16 (Advertisements and Promotions)

1. The Company may post advertisements within the Service, and Users may use the advertisements displayed when using the Service or use the services provided by the advertiser.

2. Advertisements displayed in the Service may include advertisements from the Company's affiliated medical institutions, pharmaceutical companies, cosmetic companies, and other related service companies.
3. The Company strives to ensure that the content of the advertisements displayed in the Service complies with relevant Philippine laws. However, the Company does not guarantee the accuracy or reliability of the advertising content provided by the advertiser.
4. The Company is not responsible for all transactions and disputes arising during the process of a User using advertisements displayed in the Service or using the services of an advertiser.
5. The Company may provide various promotional information (coupons, events, etc.) to Users, and the specific content and conditions of each promotion will be announced separately.
6. The content and conditions of the promotions may be changed at any time at the discretion of the Company, and the Company will notify the User by an appropriate method if there are significant changes.

Article 17 (Compensation for Damages)

1. The Company and the User are responsible for compensating for damages caused to the other party in connection with the use of the Service. However, the Company is not responsible for services provided free of charge unless there is intentional fault or gross negligence on the part of the Company.
2. The Company only acts as an intermediary for request reception between a member and an affiliated medical institution and is not responsible for the results of the medical service, side effects, or medical accidents.
3. The Company is not responsible for damages arising from the following reasons:
 - When the Service cannot be provided due to force majeure such as natural disasters, war, riot, terrorism, cyberattacks, computer viruses, service suspension by a telecommunication service provider, or government orders.
 - When the use of the Service is obstructed due to the User's fault.
 - When damages arise from information or materials that the User obtained through the Service.

- When damages arise from the User violating the rights of others or violating Philippine law when using the Service.
 - When damages arise from reasons beyond the Company's reasonable control.
 - 4. Regarding the use of free services provided by the Company, the Company is not responsible for any damages unless there is intentional fault or gross negligence on the part of the Company.
 - 5. In the event that damages occur to the User due to the Company's intentional fault or gross negligence, the Company is only responsible for compensating the User for the actual ordinary damages incurred. The Company will only compensate for damages from special circumstances if the Company was or could have been aware of those circumstances.
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Article 18 (Dispute Resolution)

1. The User and the Company will endeavor to resolve disputes arising in connection with the use of the Service through mutual consultation.
2. If an agreement is not reached, the dispute will be resolved in accordance with Philippine law.
3. The exclusive jurisdiction for all lawsuits related to these Terms shall be with the courts having jurisdiction over the Company's principal place of business in the Philippines.
4. The Company operates a customer service center to handle reasonable opinions or complaints raised by Users and to compensate for damages. Users can submit opinions and complaints through the customer service center.
5. The Company will endeavor to process complaints and opinions raised by Users. However, in cases where it is difficult to process them quickly, the Company will notify the User of the reason and the processing schedule.
6. Lawsuits arising from disputes between the Company and the User shall be under the exclusive jurisdiction of the court having jurisdiction over the User's address at the time of filing the lawsuit, or their residence if there is no address. However, if the User's address or residence is unclear at the time of filing the lawsuit or if the User resides abroad, the lawsuit will be brought before the competent court in accordance with the **Rules of Court** of the Philippines.

Article 19 (Miscellaneous)

1. Matters not explicitly defined in these Terms shall be governed by the **E-Commerce Act**, the **Consumer Act**, the **Data Privacy Act**, and other relevant Philippine laws, as well as the service operation policies specified by the Company.
2. When necessary, the Company may specify additional terms of use (separate terms) for specific parts of the Service, and in this case, the separate terms shall take precedence over these Terms.
3. For matters not specified in these Terms and the interpretation of these Terms, relevant Philippine law or commercial practice shall apply.

Appendix

1. These Terms will be effective from **September 12, 2025**.

bemeup global, Inc.