

## **Terms of Use**

Thank you for your interest in our App!

The following are the terms of agreement between you and MHC Asia Group and its related companies, subsidiaries and affiliates (“we”, “Company”, “our” or “us”) which govern your use of this App and any Company platforms. In these Terms, the term “MHC Asia Group and its related companies, subsidiaries and affiliates” refers to companies and businesses in which the ultimate beneficial owners of our company hold shares and commercial interests, whether directly or indirectly, and include such ultimate beneficial owners. The terms “you” and “your” means you, your dependent(s) if any, and any other person accessing your App Account.

BY DOWNLOADING, REGISTERING, ACCESSING, BROWSING AND/OR USING THIS APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND UNCONDITIONALLY AGREED TO BE BOUND BY THE TERMS & CONDITIONS CONTAINED WITHIN COMPANY’S TERMS OF USE, CONSENT TO TELEHEALTH, AND PRIVACY POLICY, AS WELL AS TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

ANY ADDITIONAL TERMS APPLICABLE WILL BE MADE KNOWN TO YOU SEPARATELY, AND IN THE EVENT OF ANY CONFLICT WITH THESE TERMS, SUCH ADDITIONAL TERMS WILL PREVAIL. THE TERMS HEREIN MAY BE RESTRICTED OR OVERRIDDEN BY TERMS OF LICENCES GRANTED TO COMPANY IN RELATION TO THE APP.

BEFORE YOU CONTINUE, PLEASE READ THROUGH THESE TERMS OF USE WHICH **IMPOSE BINDING LEGAL OBLIGATIONS UPON YOU** IN RELATION TO YOUR USE OF THIS APP.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE UNINSTALL AND DISCONTINUE THE USE OF THIS APP IMMEDIATELY.

### **1. ABILITY TO ACCEPT THESE TERMS**

- 1.1.** You must be at least eighteen (18) years of age and have the legal capacity to accept these Terms and to download, access, browse or use this App. Otherwise, please do not download, access, browse and/or use this App.
- 1.2.** If contracting as parent/guardian of a child/ward who is less than 18 years old and who is accompanied by you at all times while accessing and/or using the Company platform and/or the Services, in which event you agree as his/her parent/guardian, both in your personal capacity, and for and on behalf of your child/ward, to be bound by these Terms of and to be liable for your child’s/ward’s acts and omissions while accessing and/or using the Company platform and/or the Services, and you also agree to ensure that your child/ward observes these Terms of Use.

### **2. DEFINITIONS AND INTERPRETATION**

- 2.1.** Unless otherwise defined in these Terms of Use, the following terms shall have the corresponding meanings:

|           |   |                                                                                                                                       |
|-----------|---|---------------------------------------------------------------------------------------------------------------------------------------|
| “App”     | : | Means this app, the data supplied with it, and any update or supplement to it, as well as any other Company portals and/or platforms; |
| “Content” | : | Refers to the materials and information displayed in the App;                                                                         |

|               |   |                                                                                                                                                                                                       |
|---------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Data”</b> | : | Comprises all the data that we receive from you, including Registration Data, Technical Data, Location Data, Service Usage Data, Product Usage Data and Browsing Data as described in Clause 7 below; |
|---------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                             |   |                                                                                                                                                                                                                                   |
|-----------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Documentation”</b>      | : | Means the electronic documentation related to the App;                                                                                                                                                                            |
| <b>“Licensed Materials”</b> | : | Means the App, Content, Documentation, Merchantable Items and Service;                                                                                                                                                            |
| <b>“Licensed Rights”</b>    | : | Means the right granted to you under Clause 3.1;                                                                                                                                                                                  |
| <b>“Merchant”</b>           | : | Means trader involved in supplying goods to the Company.                                                                                                                                                                          |
| <b>“Merchantable Items”</b> | : | Means products, goods or items of reasonable quality within expected variations and are fit for sale in usual course of trade at usual selling price.                                                                             |
| <b>“Payment Options”</b>    | : | Refers to the payment options set out under Clause 4.1, being payment by credit card, debit card or any other methods we allow, for the use of the Service;                                                                       |
| <b>“Personal Data”</b>      | : | Has the same meaning as that under the Personal Data Protection Act 2012 and Personal Data Protection (Amendment) Act 2020 of the Singapore Statutes;                                                                             |
| <b>“Registration Data”</b>  | : | Refers to your Personal Data and other information furnished by you for the purposes of registration for the use of the App or during the registration process, including but not limited to information provided under Clause 7; |
| <b>“Service”</b>            | : | Means the service provided by the Company with consideration or the service you connect to via this App and the Content; and                                                                                                      |
| <b>“Service Provider”</b>   | : | Means service providers appointed by the Company including its contractors, subcontractors, representatives, agents, employees and professionals who provide the Services on behalf of the Company.                               |
| <b>“Terms”</b>              | : | Refers to these Terms of Use.                                                                                                                                                                                                     |

**2.2.** In these Terms, unless the context otherwise requires:

- 2.2.1. whenever the words **“include”**, **“includes”** or **“including”** or words of similar import are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;
- 2.2.2. words importing the singular include the plural and vice versa;
- 2.2.3. words importing any gender shall include all other genders;
- 2.2.4. the words **“hereof”**, **“herein”**, **“hereon”** and **“hereunder”** and words of similar import, when used in these Terms, shall refer to these Terms as a whole and not to any particular provision of these Terms;
- 2.2.5. any reference in these Terms to **“writing”** or cognate expressions includes a reference to cable, e-mail, facsimile transmission or comparable means of communication;
- 2.2.6. any reference to Clauses is to clauses of these Terms;
- 2.2.7. any heading contained in these Terms is for ease of reference only and shall not be deemed to alter or affect the meaning of the provisions hereof;

- 2.2.8. any reference to any statute, regulation, proclamation, ordinance, by-law or any other written law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions (together with any condition attaching to any of the foregoing) made thereunder; and
- 2.2.9. any reference to a document includes an amendment or supplement to, or replacement or novation of, that document.

### 3. LICENCE

- 3.1. The Company hereby grants you a personal, non-exclusive, non-transferable, limited and revocable license to use the following for your personal and non-commercial use in accordance with these Terms:
  - 3.1.1. the **App**;
  - 3.1.2. the **Content**;
  - 3.1.3. the **Documentation**; and
  - 3.1.4. the **Service**.
- 3.2. The license which we grant to you is only in respect of intellectual property rights owned by us. No warranty is given by us with respect to third party intellectual property rights.
- 3.3. You further acknowledge that the App may contain or incorporate third party software or other content. If you fail to comply with these Terms, you may also be in breach of third-party software licenses and legal action may be taken against you or us by the third party for such default.

### 4. PAYMENT METHODS FOR SUMS PAYABLE FOR USE OF THE SERVICE

- 4.1. You shall pay all applicable charges and other sums imposed by the Company for access to and use of the Service, at the rate and at the time specified by the Company from time to time
- 4.2. You may choose to make payment for the Service by credit card, debit card or any other methods we allow. You represent and warrant that you are authorized to use the designated credit card or debit card and authorize us to charge your payment to that card. If the card cannot be verified, is invalid or otherwise is not acceptable, or if the payment instruction is otherwise refused or reversed, your payment may be suspended or cancelled automatically.
- 4.3. You agree that we may verify and authorise the Payment Option details when you first register such Payment Option with us as well as when you use the Service.
- 4.4. In the case of debit or credit cards as Payment Options, you agree that we may issue a reasonable authorisation hold, which is not an actual charge against your card, in order to verify your payment method via your card. The hold may appear in your statement as "pending". The authorisation hold is issued as a preventive measure against any unauthorised or fraudulent usage of your card.
- 4.5. When you make or receive a payment, you are liable to the Company for the full amount of the payment sent to you plus any fees if the payment is later invalidated for any reason including but not limited to claims, chargebacks, or if there is a reversal of the payment. You agree to allow the Company to determine (or in the case where a debit or credit card is used as the Payment Option, to work with your debit or credit card issuer) to determine the appropriate party to incur the burden of such claims, chargebacks or reversals and where applicable to recover any amounts due to the Company.

- 4.6. Payments via debit and/or credit cards may attract additional charges such as transaction fees, gateway fees (“**Payment Processing Fees**”). While such Payment Processing Fees are currently absorbed by the Company, the Company reserves the right to pass such costs on to you.
- 4.7. You shall be responsible to resolve any disputes with your debit or credit card on your own.

## 5. ANTI-MONEY-LAUNDERING COMPLIANCE

- 5.1. The Company is required to comply with all applicable laws, regulations, notices and guidelines issued by the relevant government and regulatory authority, including the Payment Systems (Oversight) Act 2006 (Cap. 222A) of Singapore, and Notice on Prevention of Money Laundering and Countering the Financing of Terrorism – Holders of Stored Value Facilities (MAS Notice PSOA-N02) issued by the Monetary Authority of Singapore (“**MAS**”).
- 5.2. Pursuant to such applicable laws, regulations, notices and guidelines, you may be required to provide to the Company such data to allow the Company to establish and verify your identity (together with, in the case of corporate account, the identity of the beneficial owners, directors or individuals with executive authority, and individuals authorised to operate the account) both at the time of opening this account, at periodic intervals after opening the account, and on ongoing basis.
- 5.3. You hereby consent and acknowledge that the Company may collect such data on request, and use such data provided for the purposes of establishing your identity and implementing an ongoing monitoring program to ensure the adherence of the Company and the user to the applicable laws, regulations, notices and guidelines, together with sharing such data internally with its affiliates and with third-party outsources (both in Singapore and overseas), as well as in relation to transfers and reporting of such data and your transactions to the MAS, and such other governmental or regulatory authority as the Company may deem appropriate or as may be required under any applicable laws, regulations, notices and guidelines of the jurisdictions.
- 5.4. You agree that you will cooperate in relation to any anti-money laundering and countering terrorism financing screening that is required and to assist the Company in complying with any applicable laws, regulations, notices and guidelines in place. Further you agree that you are not a Politically Exposed Person as such term is defined under MAS Notice PSOA-N02, and in the event that you become such Politically Exposed Person you agree to inform the Company immediately.

## 6. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

- 6.1. The App, Content and Documentation and where applicable, the Services, are owned by the Company.
- 6.2. Without prejudice to Clause 3.2, you acknowledge that all intellectual property rights in the Licensed Materials throughout the world belong to us (or our licensors as applicable), and are protected by copyright, patent, registered design, trademark and/or other forms of intellectual property or proprietary rights. All rights, titles and interests in the foregoing are owned by, licensed to or controlled by the Company.
- 6.3. You are granted a limited license under Clause 3.1 of these Terms and you have no intellectual property rights in or to the Licensed Materials, other than the right to use the App and the Documentation to access the Services and the Content in accordance with these Terms.
- 6.4. Your use of the App will not give you ownership of any intellectual property rights or any form of proprietary rights in the Licensed Materials. If under any applicable laws, any of such rights accrue

to you, you will forthwith at the Company's costs assign all such rights to the Company and will take all necessary actions to vest such rights in the Company absolutely.

- 6.5. Without the prior written approval of the Company, you may not disclose to any third party nor use for the benefit of any third party, any information provided by the Company (including your account password) or relating to the Company or its employees, agents or contractors, the Licensed Materials, which is not lawfully in the public domain or for any purpose other than access to or use of the App.

## 7. COLLECTION, USE AND DISCLOSURE OF DATA

### Registration Data

- 7.1. In order to use and access this App, you are required to provide Registration Data as part of the registration process or as part of the continued use of this App. You agree that any Registration Data you give to the Company will always be accurate, correct and up-to-date, and we may process the Registration Data, including your Personal Data accordingly.
- 7.2. The Company may allocate your Registration Data to the Company's Merchants for recommendation purposes. You may decline any invitation he/she may send you and ask him/her not to contact you for any matter.
- 7.3. We may anonymise and agglomerate such Personal Data to perform meta-analysis and research, in order to maintain and improve our products and service standards, as well as increase the quality of healthcare delivery.
- 7.4. Subject to the above, we only use your Personal Data we collect through your use of the Licensed Materials in the ways set out in our privacy policy, unless you are using a specific service to which a different privacy policy applies.
- 7.5. You agree and understand that you alone are responsible for all activities that occur under your account. If you are aware of any unauthorised use of your account, you agree to notify the Company immediately by sending an e-mail to [operations@mhcasigroup.com](mailto:operations@mhcasigroup.com).
- 7.6. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using this App or any Service may be read or intercepted by others even if you have been notified that a particular transmission is encrypted.

### Technical Data

- 7.7. By using the Licensed Materials, you agree to the Company collecting and using technical information about the device(s) you use this App on and related software, hardware and peripherals for product development which may not necessarily be related to this App.

### Location Data

- 7.8. If you use the Licensed Materials, you consent to the Company, its affiliates and/or its licensors transmitting, collecting, retaining, maintaining, processing and using your location data for their respective product development which may not necessarily be related to this App.
- 7.9. You may the disable this functionality at any time by turning off the location services settings for this App on the device(s) in question.

### Service Usage Data, Product Usage Data and Browsing Data

- 7.10. If you use the Licensed Materials, you consent to the Company, its affiliates and/or its licensors transmitting, collecting, retaining, maintaining, processing and using your Service usage data,

product usage data and browsing data to determine your preferences and undertake product development which may not necessarily be related to this App.

**Consent for access of past information**

**7.11.** the Company may obtain your express consent via pop-up message in the event that the Company is in need to access your past information and records for the purpose of the Services. Once you have acknowledged the pop-up message it is deemed that you have consented the Company to access your past information and records for various purposes in relation with the Services only.

**7.12. Payment Details Data**

We generally do not collect or retain your payment details, including but not limited to credit card and debit card details (“payment details”) unless (a) you have expressly consented to us or via a third party who has been duly authorised by you (your “authorised representative”) after (i) you (or your authorised representative) have been notified of the purposes for which the payment details is collected, and (ii) you (or your authorised representative) have provided written consent to the collection and usage of your payment details for those purposes. We shall seek your consent before collecting any of your payment details and before using your payment details for a purpose which has not been notified to you (except where permitted or authorised by law).

**8. USAGE OF DATA**

**8.1.** Without limiting the provisions of Clause 7, other than your Personal Data, all other Data, including non-personally identifiable information about you are, upon collection (or conversion into non-personally identifiable information), owned by the Company, and the Company shall be entitled to freely share such information within the Company, Merchant and any entity within the MHC Asia Group and its related companies, subsidiaries and affiliates may utilise such Data for marketing, promotional or other commercial purpose in which, is commercially deemed appropriate.

**8.2.** Without limiting the provisions of Clause 7, we are entitled to use and apply the Data in market and product development which may not necessarily be related to this App.

**8.3.** The Company may share your personal information with:

8.3.1. Service Providers to access your information through the App;

8.3.2. The Company affiliates and third-party service providers who assist the Company in providing the App and who perform certain functions on the Company behalf;

8.3.3. Parties involved in a transaction involving the purchase, sale, lease, merger or amalgamation or any other acquisition, disposal, or financing of the Company business or a portion of the Company business;

8.3.4. Other parties if required to do so by law or if the Company believe that such disclosure is necessary to prevent fraud or crime or to protect the application or the rights, property or personal safety of any party.

**8.4.** The Company shall only process, use or disclose your Personal Data strictly for the purpose of fulfilling its obligations including claim processing purposes only.

**9. MODIFIED DEVICES AND OPERATING SYSTEM REQUIREMENTS**

**9.1.** This App requires a smartphone device and the iOS/Android operating system with minimum version of iOS 10.0/Android 4.1.

**9.2.** the Company shall not be held liable for any errors or other issues resulting from use of the App

on any mobile device that does not conform to the manufacturer's original specifications, including modified versions of the operating system ("**Modified Devices**"). The User shall assume all risks and liability for use of such Modified Devices.

## **10. USER LICENCE AND USE OF THIS APP**

- 10.1.** If you sell any device on which this App is installed, you must remove this App from it.
- 10.2.** In return for your agreement to comply with these Terms, you may do the following:
  - 10.2.1. download a copy of this App onto your mobile device(s) as well as view, use and display this App and the Service on such device(s) for your personal and non-commercial purposes only;
  - 10.2.2. use any Documentation to support your permitted use of this App and the Service; and
  - 10.2.3. receive and use any free supplementary software code or update of this App incorporating "patches" and corrections of errors as the Company may provide to you.

## **11. RESTRICTIONS ON USE OF THIS APP**

- 11.1.** You agree that you will not do or attempt to do any of the following:
  - 11.1.1. post, distribute, reproduce or otherwise make available any of the Licensed Materials in any form, whether in whole or in part, to any party without the prior written consent from the Company;
  - 11.1.2. transfer any of the Licensed Materials, whether in whole or in part, to any party, whether for money, for anything else or for free;
  - 11.1.3. copy any of the Licensed Materials, whether in whole or in part, except as part of the normal use of this App or where it is necessary for the purpose of backup or operational security;
  - 11.1.4. translate, merge, adapt, vary, alter or modify any of the Licensed Materials, whether in whole or in part, and will not permit any of the Licensed Materials or any part thereof to be combined with or become incorporated in any other programmes, except as necessary to use this App and the Services on devices as permitted in these Terms;
  - 11.1.5. disassemble, de-compile, reverse-engineer or create derivative works based on the whole or any part of the Licensed Materials; or
  - 11.1.6. create internet 'links' to Licensed Materials or 'frame' or 'mirror' any service offered by the Company on any other server or wireless or internet-based device of the Company.
- 11.2.** You must also not do any of the following:
  - 11.2.1. use or attempt to use this App or any Service in any way that:
    - 11.2.1.1. is unlawful, illegal, unauthorised or inconsistent with these Terms;
    - 11.2.1.2. is defamatory to any other person(s);
    - 11.2.1.3. is obscene, offensive or otherwise objectionable, including the use of this App or any Service to transmit any material that is obscene, offensive or otherwise objectionable;
    - 11.2.1.4. promotes discrimination based on, inter alia, race, gender, age, religion, nationality or disability;
    - 11.2.1.5. could damage, disable, overburden, impair or compromise the Company's systems or security; or
    - 11.2.1.6. could interfere with other users of any of the Licensed Materials;
  - 11.2.2. act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses or harmful data, into this App, any Service or any operating system;
  - 11.2.3. infringe the intellectual property rights of the Company or any third party in relation to your use of any of the Licensed Materials; or



- 11.2.4. collect or harvest any information or data from any Service or the Company's systems or attempt to decipher any transmissions to or from the servers running any Service.

## **12. RESTRICTIONS ON USE OF MATERIALS**

- 12.1. Except as otherwise provided, the Licensed Materials, whether in whole or in part, shall not be reproduced, republished, uploaded, posted, transmitted or otherwise distributed in any way without the prior written permission of the Company.
- 12.2. Any modification of any of the Licensed Materials or use of the Licensed Materials for any other purpose is a violation of the Company's copyright and other intellectual property rights. Graphics and images on any of the Licensed Materials are protected by copyright and may not be reproduced or appropriated in any manner without the prior written permission of the Company.

## **13. CHANGES TO THESE TERMS**

- 13.1. The Company reserves the right to change these Terms, the Licensed Materials and any other information or documentation at any time without notice.
- 13.2. The updating of these Terms and your usage of this App after such changes have been made and updated will constitute your agreement to the modified Terms. If you do not agree to such variations, you should not continue your use of this App.

## **14. APP UPDATES**

- 14.1. This App may require you to install updates from time to time. You agree to receive such updates as part of your use of this App.
- 14.2. If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using any of the Licensed Materials.

## **15. OWNERSHIP OF THE MOBILE DEVICE(S) ONTO WHICH THIS APP IS DOWNLOADED**

- 15.1. If you download this App onto any phone and/or other device(s) not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the phone and/or other device(s).

## **16. BIOMETRIC AUTHENTICATION**

- 16.1. These terms apply to and regulate your use of the Biometric Authentication features on your device to access this App.
- 16.2. Biometric Authentication is only available on:
  - 16.2.1. Touch/Face ID-enabled Apple devices operating on iOS 10 or higher, with Touch/Face ID registered; and
  - 16.2.2. Fingerprint-enabled Android devices operating on v6.0 Marshmallow or higher, with fingerprint registered (collectively "**Biometric(s)**").
- 16.3. By activating Biometric Authentication, you acknowledge and agree that your account information and certain aspects, features, and/or services available on the App can be accessed with the corresponding Biometrics registered in your mobile device, and you hereby consent to the Company accessing and using such Biometrics for such purposes.

- 16.4.** If a third party's Biometrics are registered or stored on your mobile device, you acknowledge that they will be able to access your account information as well. You agree that the Company does not owe any duty to verify that each Biometric that is enrolled or stored on the device belongs to you. By continuing to activate Biometric Authentication on this App, you agree that all use and access of such aspects, features, or services on the App shall be deemed to be done and authorised by you and you shall be responsible and liable for the same.
- 16.5.** You can activate and/or deactivate Biometric Authentication on the App at any time, once you have gone through the registration process.
- 16.6.** You acknowledge that where incorrect Biometrics are presented too many times, we may require that you identify yourself by alternative means – by logging in using your username and password, and/or receiving your OTP via SMS or email (where applicable).
- 16.7.** You agree that the Biometric Authentication features are proprietary to third parties and that its use shall be in accordance with the applicable terms and conditions of the third party provider of the relevant Biometric Authentication features. The Company shall not be liable or responsible for any loss, damage, penalties or expenses arising directly or indirectly in connection with the use of any such Biometric Authentication features.

## **17. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY**

- 17.1.** You understand and agree that your direct and/or indirect use of this App, and the other Licensed Materials, is solely at your own risk and that the Licensed Materials are provided on an "as is" and "as available" basis without any promise, representation or warranty, whether express or implied.
- 17.2.** Without limiting the generality of the foregoing sub-clause, the Company, its affiliates and its licensors make no promise, representation or warranty to you, inter alia, that:
  - 17.2.1. your use of the Services will meet your requirements;
  - 17.2.2. your use of the Services will be uninterrupted, timely, secure or free from error;
  - 17.2.3. any information obtained by you as a result of your use of this App will be valid, accurate or reliable; and
  - 17.2.4. defects in the operation or functionality of any software provided to you as part of the Services will be corrected.
- 17.3.** Any downloading of materials through the use of this App shall be at your own discretion and risk and you will be solely responsible for any damage to your device(s) or loss of data that results from such download(s).
- 17.4.** The Company does not warrant or monitor the suitability, legal capacity, fitness, character or capability of its Service Providers.
- 17.5.** You acknowledge and agree that the completeness, accuracy, availability, propriety, safety, security, reliability, quality, merchantability, fitness for particular purpose, timeliness, non-infringement and other aspects of provision of the Services by Service Providers are entirely the responsibility of the Service Providers.
- 17.6.** For the avoidance of doubt, Service Providers are not intended to be and shall not be taken as employees, agents or contractors of the Company.
- 17.7.** The Company and its employees, its affiliates, and its licensors shall also not be liable for any

damage or loss of any kind caused, whether directly or indirectly, as a result of access to or use of this App, including but not limited to any damage or loss suffered as a result of reliance on the Content contained in or available from this App.

- 17.8.** This App and the Service may contain links to other independent websites which are not provided by the Company. Such independent sites are not under the control of the Company and the Company is not responsible for and has not checked or approved their content or their privacy policies (if any). You will need to make your own independent judgment as to whether or not to use any of such independent sites, including whether or not to buy or use any product or service offered by them.
- 17.9.** The Licensed Materials are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of information obtained from the Licensed Materials. We make no representation, warranty or guarantee, whether express or implied, that any information provided by the Licensed Materials is accurate, complete or up-to-date.
- 17.10.** In the event that we should, notwithstanding any of the foregoing, be found to be liable to you in any way, our liability shall be limited to the latest sum paid by you to the Company for the use of the App. If you make payment on a subscription or instalment basis, our liability shall be limited to the last subscription or instalment payment made by you. Under no circumstances shall our liability exceed the compensation recoverable from our insurers for the claim at hand.
- 17.11.** In no event shall the Company and its employees, its affiliates, and its licensors be liable for any claim for emotional distress or loss of data or for any indirect, incidental, special, consequential, punitive, economic, future, exemplary or damages or loss.

## **18. INDEMNITY**

- 18.1.** You shall indemnify, on a full indemnity basis, and hold the Company, its successors, assigns, officers, agents, contractors and employees, harmless against any and all claims, damages, demands, losses, liabilities, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against, suffered or incurred by us/any of them arising directly or indirectly from your access to or use of any of the Licensed Materials, your breach of these Terms, your violation of any rights of another in connection with your use of any of the Licensed Materials or any action taken by us as part of or pursuant to our investigation of a suspected breach of these Terms or as a result of a finding or decision that a breach of these Terms has occurred.

## **19. RIGHTS OF ACCESS AND USE**

- 19.1.** the Company reserves all rights to, at any time, modify, suspend, discontinue or restrict your use of or access to the Licensed Materials, any portion thereof or any content, with or without notice, and without ascribing any reason whatsoever.
- 19.2.** If the Company ends any of the Licensed Rights, the Company may remotely access your device(s) and remove the Licensed Materials from it or them if you do not do the following:
- 19.2.1. stop all activities authorised by these Terms, including your use of this App;
  - 19.2.2. delete or remove the Licensed Materials from all devices in your possession;
  - 19.2.3. immediately destroy all copies of the Licensed Materials which you have; and
  - 19.2.4. confirm to the Company that you have done the above.

## **20. THIRD PARTY ADVERTISING, MARKETING, AND PROMOTIONS**

- 20.1.** Should you not wish to receive or participate in third party advertising, marketing or promotions on the App, you shall notify the Company in writing immediately or within the time (if any) specified by the Company.

## **21. RIGHTS OF ASSIGNMENT**

- 21.1.** You may not assign, whether in whole or in part, the benefit hereunder or any of your rights or obligations hereunder, without the prior written consent of the Company.
- 21.2.** The Company shall be entitled to assign its rights under these Terms and shall not be required to give notice of such assignment to you. Notwithstanding, where such notice is required at law or in equity, such notice shall be deemed to have been sufficiently given by the posting of the same at the website of the Company.

## **22. THIRD PARTY RIGHTS**

- 22.1.** Nothing in these Terms is intended to grant to any third party any right to enforce any term herein or to confer on any third party any benefit hereunder for the purposes of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

## **23. SEVERABILITY AND ILLEGALITY**

- 23.1.** Should any part of these Terms be or become invalid, that part shall be severed from these Terms. Such invalidity shall not affect the validity of the remaining provisions of these Terms which shall continue in full force and effect and be valid and binding on the parties.

## **24. WAIVER**

- 24.1.** No forbearance, delay or indulgence by the Company in enforcing the provisions of these Terms shall prejudice or restrict the rights of the Company in relation to any other provision of these Terms. Further, no waiver of such right by the Company shall operate as a waiver of any subsequent breach of the same provision or any other provision by you.

## **25. GOVERNING LAW**

- 25.1.** These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts thereof to resolve any dispute between them arising under or in connection with these Terms.

## **26. FORCE MAJEURE**

- 26.1.** No party hereto shall be liable for any failure to perform its obligations under this Agreement (other than payment obligations) if the failure results from a Force Majeure Event (as defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.
- 26.2.** For purposes of this Agreement, a "Force Majeure Event" is an event, which is a circumstance or event beyond the reasonable control of a party which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include industrial action or labour disputes, pandemic, civil unrest, war or threat of war, criminal or

terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

## **27. DISPUTE RESOLUTION**

- 27.1.** You shall immediately notify the Company in writing of any dispute which you may have with any Service Provider and shall provide the Company immediately with all information, evidence, assistance and cooperation which may be required by the Company in relation to such dispute.
- 27.2.** The Company shall not be a party to or otherwise involved in any dispute between you and any Service Provider, which dispute should be resolved between yourselves as amicably as possible.
- 27.3.** You and the Company will endeavour to resolve any dispute between them arising out of or in connection with the Contract and/or any related agreements through friendly consultation. If no mutually satisfactory resolution can be reached within reasonable time, the Company may choose to refer the dispute on an exclusive basis for mediation in the Singapore Mediation Centre or for final resolution by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this provision.

## **28. CONTACT US**

- 28.1.** Any question, complaint or claim regarding this App can be directed to [enquiries@mhcasigroup.com](mailto:enquiries@mhcasigroup.com).

## **29. CUSTOMER CONTACT**

- 29.1.** Nothing herein will prohibit any contact or communications between the Company and you.
- 29.2.** Except as otherwise provided in this Terms of Use, the Company shall be one of the points of contact for all the Company customers regarding services and products provided or to be provided by the Company to the Company's customers.

### **Disclaimer**

MHC Medical Network Pte Ltd via its following entity, MHC Digital Healthcare (1 Commonwealth Lane #02-12 One Commonwealth Singapore 149544, Tel: 67745005) holds the respective, duly approved outpatient medical service license (MOH clinic licence number: R/23M1534/MDS/001/232) for the remote mode of service delivery (MOSD) to provide Telemedicine care.

Do note that the mental wellness services, if any/applicable, are not regulated by Ministry of Health of Singapore ("MOH"). The provision of the telemedicine services by the para-counsellors, counsellors and psychologists via this platform are not regulated by MOH and are separate from the licensed outpatient medical service provided by the telemedicine platform / provider who holds an outpatient medical service license. The services provided shall not be used to make a diagnosis or to replace or overrule a qualified health care provider's judgment. Users should not rely on this online platform for emergency medical treatment. The services provided via this platform are not intended to be a substitution for professional medical advice, diagnosis or treatment. Always consult with a qualified and licensed physician or other medical care provider and follow their advice without delay.

**Last Updated 18 April 2024**