

TERMS AND CONDITIONS

PLEASE READ THE TERMS AS HEREAFTER SET FORTH (THIS "**AGREEMENT**") CAREFULLY BEFORE USING THE WEBSITE <http://da-care.com> ("**WEBSITE**") AND THE 'DA CARE' MOBILE APPLICATION ("**APPLICATION**") (COLLECTIVELY, THE "**PLATFORMS**"). THE APPLICATION IS A SOFTWARE SOLUTION OFFERING CUSTOMERS ACCESS TO A NETWORK OF HEALTHCARE AND WELLNESS PROVIDERS, HEALTHCARE AND WELLNESS SERVICES, PRODUCTS AND CLAIMS SUBMISSION PORTAL ("**SERVICES**").

BY REGISTERING FOR AN ACCOUNT ON THE WEBSITE OR THE APPLICATION ON YOUR COMPUTER OR MOBILE DEVICE ("**DEVICE**") AND USING THE PLATFORMS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL OTHER TERMS AND POLICIES THAT APPEAR ON THE PLATFORMS (INCLUDING ANY TERMS SET OUT IN OUR PRIVACY POLICY AT <https://adepthealth.com.sg> OR ON THE APPLICATION).

This Agreement is made between ADEPT HEALTH PTE LTD (UEN: 201223985D) ("**ADEPT**", "**us**", "**we**" or "**our**" as the case may be) and you with respect to your use of the Platforms and any functionalities, services or features offered via or in connection with the Platforms, and references in this Agreement to the use of any of the Platforms extend to the use of such functionalities, services or features as well. The Services may be provided by ADEPT, our related companies, treatment providers on ADEPT's panel or partners (including suppliers or delivery service providers of products/medication).

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ARE INELIGIBLE TO USE THE PLATFORMS, PLEASE DO NOT USE THE SAME.

IMPORTANT: DO NOT USE THE VIDEO CONSULTATION FUNCTIONALITY ON THE APPLICATION FOR A MEDICAL EMERGENCY. If you are experiencing a medical emergency, please consult a doctor in person or call the emergency medical services number immediately.

1. Your Account

1.1 You will need to have an account in order to access the Services via the Platforms. You may sign up for an account on the Platform. The registration process requires you to provide your personal information, including your name, ID/passport number, policy number, date of birth, address, telephone number, email address and/or such other information as may be required by us.

1.2 You shall comply with all security procedures applicable to the Platforms which we may introduce from time to time.

1.3 You shall, in your sole responsibility, maintain the confidentiality of your account information for the Platforms (including any user IDs and passwords) and you will be responsible for any disclosure or unauthorised use thereof. You shall not at any time disclose such account information to any other party.

1.4 If you believe that the security of your account information has been compromised, you shall forthwith notify us immediately.

1.5 By signing up for an account via the Platforms, you represent and warrant that:

- (a) you are at least 18 years of age. If you are below 18 years old, you must obtain consent from your parent(s) or legal guardian(s). By continuing to use the Platforms (thereby agreeing to this Agreement), your parent(s) or legal guardian(s) are agreeing to take responsibility for: (i) your actions in your use of the Application; (ii) any charges associated with your use of any of the Application; and (iii) your compliance with these Terms. If you do not have consent from your parent(s) or legal guardian(s), you must cease using the Application immediately;
- (b) you have the full right, power, and legal authority to enter into this Agreement;
- (c) all information, data and particulars that you provide is complete, accurate, true and correct; and
- (d) you will use the Platforms for your personal use only and you will not authorise other persons to use your account nor transfer or assign it to any other person (with the exception of accounts established for children of whom you are the parent or legal guardian or geriatrics, as described below).

We shall be entitled, in the exercise of our sole discretion, to (i) refuse your registration if you fail to fulfill any one of the eligibility criteria above; (ii) suspend/terminate your account under the Application; and/or (iii) change the above eligibility criteria at any time.

1.6 If you are using the Services on behalf of a minor, you must be present during any video or physical consultation with the minor. Upon purchasing any products, you must be available at the point of product delivery. You are responsible for payment for the Services provided to, and purchase and arrangement of delivery of product for the minor. You are assuming the obligations of this Agreement as they relate to the minor.

1.7 If you are using the Services for a geriatric with special needs, including but not limited to vision and hearing difficulties, you must be present during any video or physical consultation with the geriatric. Upon purchasing any products, you must be available at the point of product delivery. You are responsible for payment for the Services provided to, and purchase and arrangement of delivery of product for the geriatric. You are assuming the obligations of this Agreement as they relate to the geriatric.

2. Your Use of the Website and/or Application

2.1 Subject always to your continuing compliance with the terms of this Agreement, we agree to grant you a non-transferable, non-sublicensable and non-exclusive licence to use the Website and/or Application on the Device for the purpose of obtaining the Services. All other rights not expressly granted to you are reserved by ADEPT.

2.2 Access to some software components used in the Website and/or Application may be offered under third party licences as we may notify you of, in which case your use of those components is governed by such terms to the extent only of any inconsistency between this Agreement and those terms.

2.3 Without prejudice to the generality of the foregoing, you shall not (and shall not, knowingly or otherwise, authorise, allow or assist any third party to):

- (a) modify or adapt the whole or any part of the Website and/or Application, or permit the Website and/or Application or any part of it to be combined with, or become incorporated in, any other application, programs or other platforms created by you;
- (b) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the Website and/or Application or any components thereof;
- (c) communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the Website and/or Application;
- (d) use the Website and/or Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or in contravention of any applicable laws, including infringement of our intellectual property rights or those of any third party in relation to the Application;
- (e) use the Website and/or Application in a way that could damage, disable, impair or compromise the Application (or the systems or security of the Website and/or Application or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of the Website and/or Application and/or ADEPT;
- (f) post or transmit any file or email which contains viruses, worms, Trojan horses or any other damaging or destructive elements;
- (g) use any automated process or service to access and/or use the Website and/or Application; and/or
- (h) provide, distribute or share, or enable the provision, distribution or sharing of, the Website and/or Application (or any data associated therewith) with any third party.

3. Services

General

3.1 It shall be your sole responsibility, at your own cost:

- (a) to obtain all necessary hardware, software and communications services necessary for your use of the Application. Any network connectivity costs shall be born exclusively by you;
- (b) to take own steps to ensure the security of your Device; and
- (c) to make back-ups of data or other content posted via the Application, as these may be subsequently deleted by us or our service providers at any time without notice to you.

3.2 You agree that:

- (a) you are responsible for the correctness and accuracy of the information, particulars and statements, furnished by you to ADEPT;
- (b) you shall be personally liable for, and to pay, any fees or charges in accordance with any terms in effect at the time they are incurred;
- (c) the licences granted herein do not confer on you any rights to use any other intellectual property rights of ADEPT, our affiliates and/or licensors (as the case may be), including "ADEPT", the ADEPT and Doctor Anywhere logos and any other logos, service marks, slogans, product names and designations and other proprietary indicia used as part of the Platforms, all of which are and remain the property of ADEPT, our affiliates and/or licensors (as the case may be);
- (d) you shall comply with all applicable laws; and
- (e) we shall have the right to at any time and from time to time:
- (f) automatically update the Application and its components on your Device, add or remove functionalities, features or services (collectively, "**Application Functions**");
- (g) vary user account rights or impose user account restrictions, resource limits or fees or suspend or terminate Application Functions and/or user rights; and/or
- (h) deny or restrict access to the Application or any Application Functions whether to any user or generally, or to block access from or to any resources at any time without ascribing any reasons whatsoever,

and in any such event, you agree that no claims shall lie against us, our related companies, our agents or our service providers in connection therewith.

Claims Processing

3.3 ADEPT shall manage and process claims (whether panel or non-panel claims) made in accordance with instructions and/or guidelines provided by your company/employer or broker.

3.4 Submission of any claims by you on the Platforms and acceptance by Adept of the same shall not be an admission on the part of ADEPT or your company/employer or broker that such claims are valid, and no liability arises on the part of ADEPT or your company/employer or broker as a result of such submission. The admissibility of your claim(s) is subject to your submission of all claim documents and the assessment of your claim by ADEPT and your company/employer or broker according to your company/employer's or your policy's terms, conditions and exclusions.

3.5 Should there be any suspected submission of fraudulent claims in your account, ADEPT reserves the right to take any action it deems fit against you in its sole and absolute discretion (including suspension or termination of your access to the Website and/or Application) without notice to you.

Physical or Video Consultation

3.6 The physical consultation service is provided by the medical treatment provider you have selected.

3.7 The video consultation service is provided by Doctor Anywhere. If you are using the video consultation service, the terms and conditions of use of the Doctor Anywhere mobile application shall apply.

3.8 You agree and acknowledge that:

- (a) The treatment providers who deliver the medical consultations (whether through video or physical consultations) ("**Healthcare Services**") are independent professionals ("**Treatment Providers**"). Each Treatment Provider is responsible for his/her Healthcare Services rendered to you and compliance with the requirements of his/her profession and licence.
- (b) ADEPT is merely a provider of the Platforms, and its claims processing and other supporting services, and does not provide or engage in Healthcare Services. Neither ADEPT, Doctor Anywhere nor any third parties who promote the Healthcare Services or provide you with a link to the Healthcare Services shall be liable for any professional advice you obtain from a Treatment Provider via the Website or Application;
- (c) Treatment Provider's provision of Healthcare Services to you creates a direct business relationship between Treatment Provider and you, the terms of which are governed by a separate agreement between you and Treatment Provider, to which ADEPT or our affiliates is not a party to;
- (d) ADEPT does not, and shall not be deemed to, direct or control Treatment Provider generally or in the Treatment Provider's performance under this Agreement specifically, including in connection with Treatment Provider's provision of Healthcare Services or Treatment Provider's acts or omissions;
- (e) Any opinions, advice or information expressed by Treatment Provider are those of Treatment Provider alone and they do not reflect the opinions of ADEPT;
- (f) You will produce your personal identification documents (which includes a valid photo identification), company identification and/or insurance card to the Treatment Provider when requested to do so during any consultation;
- (g) You are responsible for the correctness and accuracy of the particulars and statements, including your symptoms and health history, furnished by you to the Treatment Provider;
- (h) you shall
 - (i) comply with any instructions given in relation to any prescription provided to you including, in particular, route, timing and dosages;
 - (ii) promptly report any side effects of any prescription to a doctor;
 - (iii) protect anything prescribed to you and not permit any other person access to the prescribed medication; and
 - (iv) not use any prescription after its expiry date.

Marketplace

3.9 If you are using the Marketplace functionality to purchase any products, the terms and conditions of use (read together with the FAQs) of the Doctor Anywhere mobile application shall apply.

3.10 You acknowledge that:

- (a) ADEPT shall not be liable for any failure or delay in delivery of your purchased product howsoever caused;
- (b) The pricing or availability of the products may change at any time at Doctor Anywhere's discretion. ADEPT shall not be responsible for any such changes; and
- (c) You shall pay the relevant fees for any products purchased, and abide by all applicable payment terms as made be made known to you on the Application or by Doctor Anywhere.

4. **Privacy**

If you provide any personal data to us, you consent to our collection, use, processing, and disclosure of your personal data in accordance with our Privacy Policy at <https://adepthealth.com.sg>

5. **Disclaimer of Warranties and Liability**

5.1 To the maximum extent permitted by law, you irrevocably agree and acknowledge that:

- (a) we do not warrant or make any representations that the Website and/or Application is the appropriate channel of consultation for your particular healthcare problem, or meets your specific requirements. ADEPT disclaims any liability for, any use of the Website and/or Application for the provision of any emergency services or where diagnosis or treatment-in-person is required. You should also consult a doctor in person or contact your local emergency services immediately if your medical condition is not minor or cannot be diagnosed or treated without a physical consultation, or otherwise falls within the following scope of conditions including without limitation:
 - (i) urgent care or emergency conditions; (ii) serious conditions (e.g. breathlessness, severe or persistent pains, cardiac arrest); (iii) chronic conditions which have not been previously diagnosed by a doctor; (iv) any condition deemed during a video consultation via the Application to be in need of a physical consultation for further clarification, examination, diagnosis and/or treatment; and (v) any condition requiring further investigations including but not limited to laboratory tests, and imaging modalities;
- (b) you may be issued with a prescription for medicine by a Treatment Provider and may be prompted to use delivery services for delivery or fulfilment of prescription medicines. You are under no obligation to purchase any prescribed medication. Treatment Provider will use its best endeavours, based on the medical history you have provided and the symptoms you have described, to prescribe medicine appropriate for your condition. ADEPT shall not be responsible for
 - (i) ensuring that you receive the medicine you are prescribed or that the medicine you receive is the same as that prescribed by Treatment Provider; and (ii) any instructions in relation to the medication provided by the Treatment Provider or anyone else associated with the provision of medication you have been prescribed;
- (c) we are not responsible for any of the information made available or accessed on or through the Website and/or Application or any decisions made by you based on any information made available or accessed on or through the Website and/or Application;
- (d) we do not endorse or recommend any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website and/or Application and that any arrangement entered into between you and any Treatment Provider or any third party named or linked to or from the Website and/or Application is at your sole risk and responsibility. The inclusion of Treatment Providers on the Website and/or Application does not imply recommendation or endorsement of such professional nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any professional contained therein;
- (e) the Website and/or Application (together with any Services, or other content, material or information available on the Website and/or Application) are provided on an "as is" and "as available" basis, with all faults and without warranty of any kind. Your use of the Website and/or Application is at your own risk;
- (f) the Website and/or Application may use transmissions over the Internet which are never completely private or secure. You understand that any personal data, message or information which you send in the course of the use of the Website and/or Application may be made public on the Website and/or Application, and read or intercepted by others;
- (g) ADEPT does not warrant and hereby disclaims any representation, warranty or term with respect to the Website and/or Application, whether express, implied or statutory, including but not limited to:
 - (i) merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third party rights, or as to the accuracy, correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third party rights in connection with the Website and/or Application; (ii) the Website and/or Application being available at all times, uninterrupted or error-free, or that defects will be corrected or that the Website and/or Application and any related computer system is and will be free of all viruses and/or other harmful elements; (iii) the Website and/or Application and any related computer system is and will be free from any unauthorised access, intervention, hacking, sabotage, fraud or infiltration by third parties; and (iv) the Website and/or Application being compatible or working with any third party software, applications or third party services; and
- (h) ADEPT is not liable for:

- (i) the potential and inherent risks associated with remote medical consultation and prescription through a Device, including without limitation:
 - (i) the information transmitted by you or Treatment Provider may not be sufficient or accurate (e.g. poor lighting or sound) to allow for appropriate healthcare decision making, thus necessitating consultation with a doctor in person; (ii) reliance on self-measurement and reporting of symptoms, including body temperature, blood pressure and weight, may result in inaccurate evaluation and diagnosis; (iii) a lack of access to all your health records; and/or (iv) software, hardware, or data transmission problems or failures may impede, or cause disputes or delays in, evaluation, diagnosis or treatment;
- (ii) for any loss caused to or damage incurred or suffered by you or any person by reason of or arising from or as a consequence of any use of your account information and/or the Platforms or Services and/or performing any transactions and/or purchase and/or arrangement of delivery of Product and/or obtaining and/or making any payment of any monies belonging to you;
- (iii) any loss, damage, liability, injury or death which may arise in connection to Services offered. All indirect and/or intangible damage, including without limitation, loss of income and consequential damages is excluded from ADEPT's liability; and
- (iv) for the actions or inactions of any providers of Services in relation to you, your activities or for or in connection with Services;

The exclusions and/or limitations of liability in this Agreement shall not apply to the extent that such exclusions and/or limitations are prohibited by applicable law, including liability for death or personal injury arising from ADEPT's negligence.

6. **Indemnity**

6.1 You agree to fully indemnify and hold harmless ADEPT, our affiliates, related companies, members, officers, employees, agents, partners and service providers (collectively, the "**Indemnitees**") from and against any claim, demand, loss, damage, cost, or liability (including legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from

- (a) any information or content which you submit, post, transmit, communicate, send, publish, upload or otherwise make available through the Application;
- (b) your breach of this Agreement and any terms relating to your use of the Application;
- (c) your access or use of the Application;
- (d) any action taken by us either as part of our investigation of any suspected breach of this Agreement or as a result of our finding or decision that a breach of this Agreement has occurred; and (e) your breach of any rights of any other person.

6.2 This Clause 6 shall survive the termination or expiration of this Agreement (howsoever caused).

7. **Limitation of Liability**

7.1 To the maximum extent allowed under applicable law:

- (a) the Indemnitees shall not be liable for any claim, damage or loss of any kind of any nature whatsoever caused and howsoever arising as a result (direct or indirect) of or otherwise in connection with your use of or reliance on the Website and/or Application, including but not limited to any claim, damage or loss suffered (whether incidental, special, indirect or consequential) as a result of or in connection or in reliance of any content or any other information made available or accessed on or through the Application or contained in or available from the Application or your use or reliance on any products or services available on or accessed via the Website and/or Application and/or the Application Functions or any infringement of any rights arising in connection therewith, including without limitation any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity, regardless of the cause thereof and even if we have been advised of the possibility thereof; and
- (b) in no event shall the Indemnitees be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Application or any third party software or applications in conjunction with the Application, howsoever caused, regardless of the theory of liability (contract, tort or otherwise) and even if we have been advised of the possibility of such damages;

7.2 In the event that ADEPT is held liable, ADEPT shall only be responsible for direct losses or damages which may be reasonably expected to result from the circumstances and provided such losses and damages were caused by ADEPT's gross negligence or wilful default.

8. Termination

We have the right to terminate or suspend your account in our sole and absolute discretion without prior notice to you, for any reason at any time. Notwithstanding any such termination or suspension, you remain liable for the outstanding amounts incurred by you. After such termination, ADEPT will have no further obligation to provide the Services, except to the extent we are obligated under the applicable law to provide you access to your health records.

9. Force Majeure

Neither ADEPT nor any providers of Services under this Agreement shall be liable for delay in performing obligations or for failure to perform obligations under this Agreement if the delay or failure resulted from events, causes and circumstances beyond its reasonable control, including but not limited to, acts of God, governmental acts (including directives issued by regulators and amendments to legislation), shut down or failure of telecommunications facilities or networks, failures or acts of application distributors, failure of information technology or telecommunications equipment or facilities, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, epidemics, flood, fire, explosion, accident, civil commotion, industrial dispute, or impossibility of obtaining materials.

10. General

10.1 This Agreement, and the documents in it, constitutes the entire agreement and understanding between you and ADEPT relating to the Application and you have not entered into this Agreement in reliance upon any representation, warranty or undertaking of ADEPT which is not set out in this Agreement. Nothing in this Clause 10.1 shall however operate to limit or exclude liability for fraud.

10.2 We may from time to time update these terms of this Agreement by posting amendments at the Website or on the Application. By your continuing use of the Website and/or Application after any such amendment, you agree to be bound by this Agreement as so amended.

10.3 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

10.4 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

10.5 The provisions of the Agreement are severable, and if any provision, or any portion thereof, is determined by a competent court or tribunal to be illegal, invalid or unenforceable for any reason, any remaining portion of that provision, and all other provisions of the Agreement, shall remain valid and enforceable to the fullest extent permitted by law in order to give effect to the Parties' intentions.

10.6 Save for the related companies of ADEPT, and as provided in Clause 6.1, a person who is not a party to this Agreement shall have no right to enforce or enjoy the benefit of any term of this Agreement under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore). Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

11. Governing Law and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore. You hereby submit to the exclusive jurisdiction of the courts of Singapore.

Questions?

If you have any questions on this Agreement, our policies or FAQs, or if you have any difficulties with the Website and/or Application or payment, please contact us at <https://adepthealth.com.sg> or email at enquiry@adepthealth.com.sg