

TERMS OF USE OF ONLINE APPOINTMENT SYSTEM

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You are accessing or using the Online Appointment System (the "System") provided by National Healthcare Group Polyclinics (referred to as "NHGP" or "we"). In these Terms of Use ("Terms"), "you" refers to any person accessing or using this System and is a patient of either National Healthcare Group Polyclinics (Ang Mo Kio, Geylang, Hougang, Toa Payoh, Woodlands and Yishun Polyclinics, and National University Polyclinics (Bukit Batok, Choa Chu Kang, Clementi, Jurong and Pioneer Polyclinics) (collectively the "Institutions", and each an "Institution"), and "NHGP" and "we" include National Healthcare Group Polyclinics' parent organisations, affiliates, subsidiaries, officers, directors, shareholders, employees, agents, licensors and representatives.

1. Acknowledgement and Acceptance of Terms of Use

These Terms govern your access and use of the System and may be amended by us from time to time. It is your responsibility to check these Terms whenever you use the System. By accessing or using the System, you acknowledge that you have read, understood and accepted these Terms and agree to be bound by them. If you do not accept or agree with these Terms, you must immediately discontinue your access and/or use of the System. When using or accessing the System, you agree that you must comply with any applicable third (3rd)-party terms of agreement and any additional posted guidelines, rules, terms and conditions applicable to your use or access of the System, which are hereby incorporated by reference into these Terms.

We reserve the right to, at our absolute discretion, to suspend or terminate your access to the System. Further, we may amend/change these Terms for access and use at any time for no reason, without prior notice and without liability. In the event of the termination of these Terms, all restrictions imposed on you, licences granted to you, indemnities given by you and our disclaimers and limitations of liability set out in these Terms shall survive.

2. Responsibility for all activity under your account

To maintain the integrity and security of the System, you shall maintain the confidentiality of any personal identification number or password provided. As there are inherent security risks on the Internet, it is your responsibility to ensure that your personal identification number and password are not disclosed to any third (3rd) parties. You shall immediately notify us of any unauthorised use or theft of these identifiers, or any other breach of security in the event that you become aware of any unauthorised access or theft of your password and provide such particulars as we may require. You are fully responsible for all activities that occur under these identifiers. You shall indemnify us for any loss and/or damage suffered or incurred as a consequence of or related to such unauthorised access and use. We are not responsible for any misuse of your account by any third (3rd) parties.

We will use reasonable efforts to secure, using appropriate security technologies, all information including but not limited to personal or medical data, images or other content submitted, uploaded or posted by you to the System. However, as there are inherent security risks on the Internet, we and the Institutions do not accept liability for any loss, access or disclosure of Information submitted, uploaded or posted by you to the System.

3. The System

We have the right at our absolute discretion to suspend or terminate your access to the System. We may also terminate the System or make upgrades or modify or discontinue any feature that forms part of the System at any time for no reason, without any advance notice and without liability. The System may incorporate hyperlinks to third (3rd) party websites on the Internet. We are not responsible for and do not endorse such websites and we and the Institutions shall not be liable for any damages or loss arising from your use or access to those websites. Your access to and/or use of such websites is entirely at your own risk.

User Information

NHGP grants each Institution access to the information submitted, uploaded or posted by its patients who use the System ("User Information"). Each Institution acknowledges and agrees that:-

- (a) it shall use User Information only for the purposes of providing healthcare services to the patient to whom the User Information relates;
- (b) the use of the User Information requires the relevant Institution to use its own skill and judgment, and the Institution is solely liable for all diagnoses, evaluations, opinions, recommendations or comments made or actions taken;

- (c) it is aware that use of the User Information, whether by contributing to, amending, accessing, utilising, storing or otherwise dealing with the same may from time to time be subject to certain statutory or other laws, regulations, conditions and restrictions, and that it shall comply with the applicable laws, regulations, conditions or restrictions;
- (d) it shall not, and shall ensure that no other person under its supervision or control shall:
 - (i) make any modifications, adjustments or alterations to the User Information;
 - (ii) attempt to rectify or permit any persons other than NHGP to rectify any fault or inaccuracy in the User Information; or
 - (iii) otherwise tamper with the User Information.

4. Making and Changing Appointments

Please note that the making and changing of appointments is subject to confirmation by our and/or the Institution's staff. Accordingly, please note that your booking is only confirmed and entered into the System when you receive an acknowledgement that your appointment is confirmed.

We reserve our right to reject your request to make, change and cancel appointments. Appointments made through the System have to be confirmed by our and/or the respective Institution's staff before they take effect.

5. Use of the System

You shall use the System for lawful and proper purposes only and in particular, you shall not:

- manipulate any information supplied on the System in a manner that would lead to inaccurate, misleading or discriminating presentation of information being displayed;
- use the System in a manner which causes or may cause an infringement of the rights of any other party;
- post, transmit or disseminate any information on or via the System which is or may be harmful, obscene, defamatory or otherwise illegal;
- circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the System;
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine", "crawl" or in any way gather the System or reproduce or circumvent the navigational structure or presentation of the System without our express prior written consent;
- use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the System, including uploading or making available files containing corrupt data or viruses via any means whatsoever; and/or
- violate any applicable laws, rules or regulations in connection with your access or use of the System.

6. Disclaimer

The System is provided on an "as is" and "as available" basis without warranty of any kind. If you require medical, professional or other advice, you should seek the services of a competent professional. We and the Institutions disclaim all warranties or conditions of any kind, to the extent permitted by law, whether express or implied, including but not limited to the accuracy, correctness, reliability, currency, timeliness, title, merchantability, fitness for any particular purpose and non-infringement of the content (including any modifications or alterations thereto, whether made by us or otherwise) of the System.

We and the Institutions do not warrant that the content available through the System or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the System is and will be free of all viruses and/or other harmful elements.

To the maximum extent permitted by law, we, the Institutions and our licensors, providers, employees, agents, affiliates, related companies, and any government agencies supporting the System ("NHGP Affiliates"), shall not be liable to you or any other party for any damages, loss, expenses, costs, loss or unauthorised disclosure of data (including patient information) or expense suffered by you or any other party as a result of:

- (a) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error

- or unavailability of access arising in the course of or in connection with your accessing and/or using this System;
- (b) an action brought by a third (3rd) party even if such loss was reasonably foreseeable or we and/or NHGP Affiliates have been advised of the possibility of you or any other party suffering or incurring the same;
 - (c) the reliance on or use (by anyone, including you) of any services, data, information, User Information, hyperlinks or matter available on or through the System or the accuracy, correctness or completeness thereof;
 - (d) any delay in operation or transmission, communications failure, Internet access difficulties or malfunctions in equipment or software;
 - (e) any data or other information input, sent or received by or to you or through the System;
 - (f) the conduct or views of any person who access or uses the System; or
 - (g) the access, disclosure, loss, corruption or inaccuracy of any information submitted, uploaded or posted by you to the System; or
 - (h) any damage to any property as a result of your use of or access of the System.

7. Limitation of Liability

You expressly understand and agree that, to the maximum extent permitted by law, under no circumstances shall we or the Institutions be liable to you or any third (3rd) party for any damages, losses, expenses or costs whatsoever including, without limitation, any direct, indirect, special, incidental, compensatory, exemplary or consequential damages, lost profits, lost goodwill, lost revenue or lost opportunity however caused and under any theory of liability, arising from, relating to or in connection with your access and/or use of the System or reliance on the content contained in the System.

Our and the Institutions' total liability to you in respect of any claim shall not, for any reason, exceed S\$1,000 (Singapore Dollars One Thousand Only). This limitation applies to all causes of action in the aggregate including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. In any jurisdiction in which these limitations of liability are restricted, our liability is limited to the greatest extent permitted by law.

8. Indemnification

To the fullest extent permitted under the law, you agree to defend, indemnify and hold us and the Institutions blameless from and against all claims, actions, liabilities, losses, expenses, damages and costs (including reasonable solicitors' fees) arising out of or related to your access or use of the System or any breach of these Terms by you.

9. Intellectual Property

You acknowledge that any and all copyright, trade marks, service marks, logos and other intellectual property rights subsisting in or used in connection with the System including the manner in which the content of the System is displayed, presented or appear (including all design, text, sound recordings, images or links) and all data, information, documentation and software programs available on or through the System are owned by or licensed to us. As such, they may not be reproduced, transmitted, published, displayed adapted, modified, altered, distributed, hyperlinked, framed or otherwise interfered with or used in whole or in part in any manner without our prior written consent.

The contents of the System and the services provided through the System are only for your own personal use. You are expressly prohibited from using the contents of the System and the services provided for commercial use or exploitation.

10. Privacy

We reserve the right to access and disclose your personal information where we believe this is permissible or necessary to comply with applicable laws and lawful government requests, to operate its systems properly or to protect ourselves.

11. Governing Law

These Terms shall be governed by and construed in accordance with laws of Singapore and you irrevocably agree to submit to the jurisdiction of the Singapore courts. The Institutions and our parent organisations, affiliates, subsidiaries, officers, directors, shareholders, employees, agents, licensors and representatives may enforce any of these Terms as if each were in direct contractual relation with you.

12. General

If any of these Terms is held by a court of competent jurisdiction to be illegal or unenforceable, the same shall be deemed to be deleted from these Terms and shall be of no force and effect; whereas the remainder shall continue in full force and effect.

We shall have the right to transfer or assign all or any of its rights, obligations or benefits under these Terms, in whole or in part, to an NHGP Affiliate without requiring your consent. However, we shall inform you of such transfer or assignment by posting a notice on the System. You shall not assign your rights or transfer your obligations and duties under these Terms to any third (3rd) party without our prior written consent.

The rights and remedies under these Terms are cumulative and not exclusive of any other right or remedy provided by law or in equity.

Save for NHGP Affiliates, no third (3rd) party shall have any right to enforce any of these provisions under the Contracts (Right of Third Party) Act (Cap.53B) or any other theory of law.