

Date of Last Update: 28 October 2015

IMPORTANT

PLEASE READ THESE TERMS AND CONDITIONS (“**T&Cs**”) CAREFULLY. ALL SERVICES, FUNCTIONS OR FEATURES ARE MADE AVAILABLE TO YOU IN CONSIDERATION OF YOU AGREEING TO BE BOUND BY THESE T&Cs. BY ACCESSING THIS WEBSITE / APPLICATION AND/OR USING ANY OF ITS ONLINE SERVICES, FUNCTIONS OR FEATURES, YOU ARE AGREEING TO BE BOUND BY THE T&Cs. IF YOU DO NOT AGREE TO THESE T&Cs, PLEASE DO NOT USE THIS WEBSITE / APPLICATION.

DURING YOUR USE OF THIS WEBSITE / APPLICATION, YOU MAY BE PROMPTED TO INDICATE WHETHER YOU AGREE TO OR ACCEPT FURTHER / ADDITIONAL TERMS & CONDITIONS AS MAY BE APPLICABLE TO A SPECIFIC SERVICE OR TRANSACTION. BY CLICKING / TICKING OR OTHERWISE INDICATING AGREEMENT IN THE FORMAT REQUESTED, YOU ARE DEEMED TO HAVE ADDITIONALLY ACCEPTED AND BE BOUND BY THESE FURTHER / ADDITIONAL TERMS & CONDITIONS, WHICH WILL BE DEEMED TO FORM PART OF THE T&Cs APPLICABLE TO YOU.

GENERAL TERMS

1. This Website / Application (the “**Site**”) is provided to you by SingHealth Services Pte Ltd (“**SHSPL**”) which is meant to facilitate your transactions with any one or more of the healthcare institutions from which you are receiving medical services / treatment or transacting for medical services / treatment (“**Medical Services**”), i.e, Singapore General Hospital Pte Ltd, KK Women’s and Children’s Hospital Pte Ltd, Sengkang Health Pte Ltd or National Heart Centre Singapore Pte Ltd, as the case may be (each an “**Institution**”, collectively the “**Institutions**”).
2. Whilst SHSPL offers the services, functions and features of the Site to help facilitate your interaction with each relevant Institution, SHSPL is not an agent for such Institution, cannot bind any Institution, and vice versa. Your agreement under these T&Cs is with SHSPL. SHSPL is not responsible for and does not supply the **Medical Services**. The Institution from which you are receiving Medical Services (the “relevant Institution”) is responsible to you for arranging or supplying the Medical Services, and SHSPL does not, by providing the Site, undertake any liability for the same.
3. SHSPL reserves the right to, and may at any time and from time to time, at its absolute discretion, change these T&Cs, and such amendments will take effect from when they are posted on this portion of the Site (or at this URL or Internet location, as may be the case). You agree to check back here for updates and amendments in every session for every use of this Site, and from time to time. Unless otherwise stated, each latest version of the T&Cs will replace and supersede all past versions.
4. All access to or use (including use of any services, functions or features provided by / on / through it) of this Site (collectively “**Use**”) is granted subject to your use of your password, account details and/ or SingPass (“**Security Credentials**”). Any user session at this Site or Use of this Site, and any acts or omissions on this Site that occurs in connection with such user session or Use, that is enabled by or is authenticated via the use of your Security Credentials will be deemed to be done by you (“**deemed acts**”). To maintain the integrity and security of the Site, you must ensure that there is no unauthorised use of your Security Credentials, and you must not disclose the Security Credentials (or part of the same) to any third parties. In the event of any unauthorised access, disclosure, compromise or theft of your Security Credentials (“**compromised Security Credentials**”):
 - a. If you become aware of the same, you must immediately notify the admissions office of the relevant Institution and provide such particulars as SHSPL may require in such format and in such detail as SHSPL may require.
 - b. Whilst SHSPL will reasonably endeavour to respond to such notifications, it owes no legal obligation to you to take action or to do so within any timeframe. Until such time as SHSPL has confirmed otherwise in writing to you, you remain liable for any deemed acts or Use of the Site in connection with the compromised Security Credentials.
 - c. You shall indemnify SHSPL and its related corporations, including any relevant Institution (in connection with any matters arising in connection with the Medical Services), for any loss and/or damage suffered or incurred as a consequence of such deemed acts or Use of the Site in connection with the compromised Security Credentials.
 - d. To the maximum extent permissible under applicable law, neither SHSPL nor any relevant Institution is liable for (and you agree to release and discharge SHSPL and such relevant Institution from) any losses or damage (whether arising under these T&Cs or under any theory of law) in connection with deemed acts or Use of the Site in connection with any compromised Security Credentials.

Without prejudice to the foregoing, from time to time, SHSPL may request you to modify / update your Security Credentials for security reasons and you agree to follow such requests promptly.

5. You shall Use the Site for lawful and proper purposes only and shall, in any event, comply with all relevant laws and regulations in Singapore and in any jurisdiction from which you access the Site. In particular, you agree not to:
 - a. manipulate any information supplied on the Site in a manner that would lead to inaccurate, misleading or discriminating presentation of information being displayed;
 - b. post, transmit or disseminate any information on or via the Site which is or may be harmful, obscene, defamatory or otherwise illegal;
 - c. Use the Site in a manner which causes or may cause an infringement of the rights of any other; and/or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Site, including uploading or making available files containing corrupt data or viruses via any means whatsoever.

You agree that SHSPL is entitled to suspend or terminate your access to the Site in the event that SHSPL takes the view, in its sole and absolute discretion, that you have breached these T&Cs including (without limitation) this clause 5.

6. SHSPL reserves the right, at its absolute discretion, to suspend or terminate your Use of the Site or terminate / modify any of the services, functions or features of the Site at any time without notice, and no warranty is given that such services, functions or features would be or continue to be available. The Site is provided on an “as is” and “as available” basis without any warranty of any kind. To the maximum extent permissible under applicable law, under no circumstances shall SHSPL or any of the Institutions be liable to you or any third party under any cause of action whatsoever (including negligence) for any damages, losses, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of opportunity) arising from or in connection with your Use of this Site including but not limited to:
 - 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 Site;
 - b. your reliance on any information, materials, hyperlinks or online services provided; and/or
 - c. any unauthorised access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Site, even if SHSPL had been advised as to the possibility of such damage.
7. These T&Cs are governed by and construed in accordance with laws of the Republic of Singapore and you irrevocably agree to submit to the jurisdiction of the Singapore courts. SHSPL and any Institution may enforce these terms and conditions as if each were in direct contractual relation with you. Save as specified herein, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of the Agreement.

USE OF INFORMATION FROM THE SITE

8. This Site makes available to you information concerning services which include providing information in connection with the following (“**Information**”):
 - a. planned treatments, procedures, pre-admission test dates, admission dates, administrative details (including, without limitation, case number, personal information), details in connection with medical services / treatment (including, without limitation, details of what are provided or not provided in particular ward types), notices, guidance notes or ancillary information, all of the foregoing being in connection with Medical Services to be provided by the relevant Institution (“**Case Information**”);
 - b. estimated insurance coverage, financial estimates or projections or simulations, including, without limitation, estimated or “likely” costs, fees, totals taking into account actual / projected / approved / pending amounts for deductions, subsidies, deposits, rates, discounts, or other amounts or information that will apply to determine balances or totals which apply or are payable (“**Financial Estimates**”); and
 - c. choices which are available to you in connection with Medical Services by the relevant Institution (including any choices you have already elected, possible choices which are available concerning such medical services / treatment) (“**Case Options**”).
9. In respect of all such Information, you agree and acknowledge as follows:

- a. SHSPL procures all Information from the relevant Institution or their representatives without any obligation to edit or review the same and, prior to, during or following the use of the Site you may (or may have or will) receive or continue to receive or meet with Institution representatives who may provide or supplement the Information, or correct / qualify the Information. You agree that such supplements, corrections or qualifications will be effective and prevail in the case of any contradiction with the Information, and that will not hold SHSPL liable for any errors in the Information / deviations between the Information and the same. You agree that you will verify the accuracy of any Information with the applicable Institution, and take such steps as you may need to be fully informed regardless of the Information provided. You agree and acknowledge that the Information presented on this Site may not be complete or contain all of the information relevant to your making a decision, or that such information may have yet to be updated, and you will seek verification of the information and address specific concerns you may have with the relevant Institution.
- b. You are solely responsible for assessing the suitability of the use of the Information for any decisions or steps that you take in connection with Medical Services to be provided by the relevant Institution.
- c. Any Information may be incorrectly displayed whether due to faults in transmission, erroneous uploads of data, errors in disclosures or transfers of the same to SHSPL or during their posting on the Site. You agree that SHSPL does not owe any duty to you to correct the same.
- d. You agree that SHSPL, to the maximum extent permissible under applicable, will not be liable for any damage or loss suffered by you in reliance upon the Information, and that reliance on the Information will not diminish, in any way, your responsibility to verify or obtain fuller information from the relevant Institution or relevant third party.

10. You further agree and acknowledge that:

- a. **Case Information** – All Case Information is procured by SHSPL from the relevant Institution, and any errors in the same must be taken up directly with the relevant Institution. Where there is an error in your personal data, you may wish to take this directly up with the relevant Institution, and you agree that we are not, as “data intermediaries” under the Personal Data Protection Act 2012, required to assess or effect any request for corrections or access to your personal data.
- b. **Financial Estimates** – Any indications as to Financial Estimates are non-binding as to the relevant Institutions, and you agree that each of SHSPL and the relevant Institution, may amend the Financial Estimates in such manner and at such time as may each may deem appropriate in its sole and absolute discretion. Where there is a conflict between a Financial Estimate given to you on this Site and given to you by the relevant Institution via other means, the relevant Institution will have final say and may resolve the contradiction in such way as it deems fit.
- c. **Case Options** – In respect of Case Options (whether in the form of direct or indirect statements, or by inferences as may be reasonably drawn from the Information on Case Options), you agree that you will rely on and procure financial / medical advice or counselling for yourself, and that you will use and rely on such advice or counselling as you may procure whether by yourself personally, through / by the relevant Institution, as part of any applicable, regulatory / mandatory counselling requirements imposed by law or regulation. You agree that any Information given in connection with Case Options is not designed or intended to be such advice or counselling or be a substitute for the same.

11. For the avoidance of doubt, “Information” for the purposes of clauses 8 to 10 (inclusive), will include (without limitation or prejudice to the generality of any information provided by or through the Site) information provided any in-session pop-ups, windows or text whether appearing via or triggered by “mouse-over” motions, clicks, or the use of any features or functions on the Site, but shall not include hyperlinks to third party websites (including any websites provided by the relevant Institution) whether or not, and however and wherever, the same appears in-frame or as part of your user session during the Use of the Site. Any such content provided by third party websites are subject to clause 21.

EXECUTING SELECTIONS / TRANSACTIONS

12. You agree and acknowledge that any Financial Estimates or Case Options presented by the Site do not constitute legally binding offers in respect of a relevant Institution for matters related to Medical Services to be provided by that Institution.
13. Certain functions or features of this Site may enable you to make / change decisions in respect of how you use the features in the Site (in the case SHSPL) or Case Options (in case of the relevant Institution). You agree that any such decisions will be submitted as requests to SHSPL (for matters not related to Medical Services), and to the relevant Institution (for matters related to Medical Services), and the confirmation or acceptance of such decisions or changes by

any indications via (or through) the Site or its functions or features, do not constitute a legally binding confirmation or acceptance of any binding offer from SHSPL or the relevant Institution in each instance.

14. Any decision / change of decision in connection with matters related to Medical Services to be provided by the relevant Institution may be received, acknowledged or stated to be accepted by the relevant Institution via the Site, but you agree that such receipt, acknowledgement or acceptance is subject to the availability of resources of any type in connection with any Case Options.

E-PAYMENT

15. The use of any application for payment accessed via the Site will be governed by separate terms and conditions set out here <https://epay.singhealth.com.sg/TermsCondition.htm>

DATA PROTECTION

16. SHSPL collects, uses, discloses, processes and handles personal data in accordance with the SingHealth Data Protection Policy which is set out here <http://www.singhealth.com.sg/AboutSingHealth/Personal-Data-Protection-Act-PDPA/Pages/Home.aspx>. In connection with the use of the Site:

- a. SHSPL may collect personal data from you whenever you provide this to us when you register / administer your account, visit certain portions of the Site, make payment or transact through the Site, or report / administer problems in connection with the Use of the Site;
- b. SHSPL obtains personal data through third parties including Institutions, who may work with SHSPL to facilitate the provision or update of Information;
- c. SHSPL collects personal data through the use of cookies and other technologies to improve and upgrade the Site, including details of your visits to the Site, traffic data, IP address, location data, operating system, browser type;
- d. SHSPL may disclose the personal data to third parties such as Institutions, governmental or regulatory authorities, other members of the SingHealth group of companies, SHSPL's service providers (including IT service providers or consultants, legal advisors, auditors)

in each case for the purposes of: System administration of the Site in general; Site security purposes; authentication or validation of your identity for your Use of the Site; supporting the operations in connection with the Site and your Use of the Site; creating and maintaining a record for legal / investigative purposes or preservation of evidence in proceedings involving SHSPL's provision of the Site or your Use of the Site; enforcement of SHSPL's legal rights in connection with the Site or your Use of the Site; protection against / mitigation of / prevention of harm and damage arising from the operation of the Site / your Use of the Site; analysing the Site and the services, functions or features for improvement of user experience or any other aspect of the Site; or reporting to regulatory authorities as may be required of SHSPL by law or regulation including the production of information upon legally enforceable requests / orders / directives as may be required (collectively, the "**Site Purposes**").

17. SHSPL also collects, uses, discloses, processes and handles personal data as indicated above in accordance with the SingHealth Data Protection Policy for and on behalf of the relevant Institution in respect of the purposes relating to the provision of Medical Services provided to you by that Institution ("**Institution Purposes**"). In respect of Institution Purposes, SHSPL acts as a data intermediary for the relevant Institution. As a SingHealth organisation, each Institution must collect, use, disclose, process and handle personal data in accordance with the SingHealth Data Protection Policy which is set out here <https://www.singhealth.com.sg/AboutSingHealth/Personal-Data-Protection-Act-PDPA/Pages/Home.aspx>

18. You may direct any queries in respect of your personal data in respect of Site Purposes to the Data Protection Office of SHSPL at pdpa@singhealth.com.sg, and queries in respect of your personal data in respect of Institution Purposes to the Data Protection Office of the relevant Institution, details of which are set out in the SingHealth DPP.

19. Your Use of the Site is conditional on your consent to the collection, use or disclosure of your personal data in connection with both Site Purposes and the Institution Purposes. By Using this Site, you hereby give your consent to each of SHSPL and the relevant Institutions which provide you the Medical Services for the same.

20. For the purposes of this T&C "personal data" and "data intermediary" have the same meaning as defined in the Personal Data Protection Act 2012.

MISCELLANEOUS

21. For your convenience, the Site incorporates hyperlinks to websites on the Internet. SHSPL does not accept responsibility for the contents of or the consequences of accessing any linked website or any link contained in a linked website. The hyperlinks provided in this website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by SHSPL. You agree that your access to and/or use of such linked websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.
22. All intellectual property rights in the content, materials and information (including but not limited to all Information, text, graphics, media, scripts, programs, software, technology, design, data compilation and other materials or works (collectively "**Materials**")) contained / accessed in this Site belong solely to SHSPL or its licensors (as the case may be) and you are granted no more than a revocable, non-transferable, non-exclusive, non-sub-licensable, personal right and licence to use the same in your Use of the Site. No other right title or interest is conveyed or granted in respect of the same, and you are not permitted to reproduce or use any of the Materials (or part thereof) for any other purpose without the prior written approval of SHSPL. All rights not expressly granted herein are reserved.
23. You will not: separate the Materials or the Site into different components; modify, alter, enhance, vary, copy, duplicate, reproduce, or otherwise attempt to create derivative works of the Materials or the Site; reverse engineer, disassemble, decompile, translate, adapt or otherwise attempt to derive the source code (or underlying components or algorithms) from the Materials or the Site or associated files; sub-license, rent, lease or sell or part with possession of the Materials or the Site to any third party whether directly or indirectly without the written approval of SHSPL; or remove, alter or destroy any proprietary, trade mark or copyright notices of SHSPL, its licensors or payment issuers.
24. If any provision of these T&Cs is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of these T&Cs, all of which shall remain valid and enforceable.
25. Any rights or remedies conferred by any of the provisions of this T&C shall be in addition to and without prejudice to all of SHSPL's or a relevant Institution's other rights, powers and remedies available at law, and no exercise or failure to exercise or delay in exercising any rights, powers or remedies available shall constitute a waiver of that right, power or remedy or any other rights, powers or remedies or prevent the further exercise of that or any other rights, powers or remedies. Any rights conferred on SHSPL or an Institution are intended to be cumulative, and not mutually exclusive
26. These T&Cs are binding upon and enure to the benefit of each of SHSPL's and your respective successors in title. SHSPL may assign its rights and liabilities/ obligations under these T&Cs to any party it deems fit. You may not assign, transfer, charge or otherwise deal with all or any of your rights under this Agreement nor grant, declare or dispose of any right or interest in it without the prior written consent of SHSPL.
27. These T&Cs, constitutes the entire agreement and understanding between SHSPL and you relating to the Use of the Site and you agree that any representations, warranties or undertakings which are not set out or referred to in these T&Cs are excluded and shall not apply or be effective.
28. SHSPL shall not be liable for failures or delays in performing their obligations hereunder arising from any cause beyond their control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems.