



**Main Hotline:** (+65) 6225 5751  
**24 Hours Hotline:** (+65) 8515 6586  
**Email:** support@mobihealth.com.sg  
**www.mobihealth.com.sg**

## Terms & Conditions for USERS of Mobihealth Application

### 1. IMPORTANT NOTICE

Upon successful registration and usage of this service, you agree that you have read, understood and accepted the terms and conditions associated with this service which allow you access to its content via its mobile application and/or its website at [Mobihealth.com.sg](http://Mobihealth.com.sg).

The terms and conditions stated herein (collectively, the "Terms of Use" or this "Agreement") constitute a legal agreement between you and JOBSTUDIO PTE LTD (Company No.201021424D)(the "Company") which own and operate both Mobihealth mobile application and the website at [Mobihealth.com.sg](http://Mobihealth.com.sg)

Upon successful registration and/or usage of this service by downloading, installing or using any associated software supplied by the company ("the Software") , you agree that you have read, understood, accept upon the agreed terms and conditions of this service which were further agree to the representations made by yourself below in the agreement.

In disagreement or non-compliance with the terms and condition of the service (as defined below) you should cease using and/or delete the application or service immediately.

The company reserve all rights in its absolute discretion to change and/or modify any parts of the terms of use and its policies in relation to the service at any time which shall be of immediate effect upon notice published on its website at [Mobihealth.com.sg](http://Mobihealth.com.sg) and/or via its mobile application.

You acknowledge that it shall be your responsibility to review the terms of use regularly and/or the terms of use applicable to any country where the service is available. Term of use for the service may differ from to country to country and its shall be your responsibility to review of terms of use, policies in relation to the service where you registered for the Application ("the Alternate Country")

You further agree that by usage and/or continuation of the service in an alternate country you have registered for, you have accepted and agreed upon the prevailing terms and conditions for the alternate country.

### 2.OVERVIEW AND PURPOSE

Mobihealth, via its website at [www.mobihealth.com.sg](http://www.mobihealth.com.sg) and its mobile application available online are owned and developed by JOBSTUDIO PTE LTD as a subsidiary brand operating under its technology department. Mobihealth does not perform nor provide any recruitment services unlike business activities perform and /or provided by JOBSTUDIO PTE LTD with its website at [www.jobstudio.com.sg](http://www.jobstudio.com.sg)

Mobihealth via its website and mobile application is a platform designed and operated for access to qualified healthcare practitioners who are operating as third party service providers (Independents Contractors). The Company via its platform provide access for connection between service buyer and service provider and does not provide medical, healthcare services and/or any act that can constitute the company as a healthcare institution and/or medical service provider.

### IN THE EVENT OF A MEDICAL EMERGENCY, PLEASE CONTACT YOUR LOCAL MEDICAL EMERGENCY DEPARTMENT

The Company cannot guarantee nor be held responsible, and/or held liable for any acts and/or omission of any independent contractors for the services provided to you, full responsibility lies in the acceptance of such services by service buyer.

### 3. REPRESENTATIONS AND WARRANTIES

By using this platform, you expressly represent and warrant that you are legally entitled to accept and agree to the terms and conditions for use of this service and that you are at least eighteen (18) years old and is capable of forming legal binding contract under applicable law.

User of this platform agree and accept that he/she is not a citizen of any country where the use and/or participation of this platform is prohibited.

You confirm and acknowledge that all information provided for account set up and/or use of Mobihealth platform is true and accurate and the use of such service is for your sole personal use unless selected under a special function available in the mobile



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application and/or website where services can be purchased and/or on behalf of a next of kin. You undertake that your account is not transferable nor allowed for un-authorized personnel usage other than yourself and you agree to comply with all applicable laws while using the platform and services.

You acknowledge and agree that it is your responsibility to ensure compatibility of devices and update of any software in order to use the platform and you shall hold Mobihealth harmless in the event of any disruption, loss and/or interruption etc due to incompatibility of any devices or software.

By using Mobihealth mobile application and/or its website, you agree that:

- You shall use the services lawfully and in accordance for its intended purposes
- You will not use the services for sending and/or storing any unlawful and/or undesirable materials
- You will not use the services to create nuisance and/or any inconveniences to any parties in any fraudulent manner
- You shall not contact our registered practitioners and/or our authorized third party providers for provision of services without Mobihealth prior knowledge and/or bypassing Mobihealth platform for any provision of services directly without Mobihealth prior knowledge
- Our practitioners and/or our authorized third party providers shall be engaged in a humane and professional manner during provision of service and you shall not intentionally and/or unintentionally cause any form of harm to our practitioners and/or our authorized third party providers.
- You agree to prevent any unauthorized access to your account by maintaining a confidential password and further agree that you will not harm Mobihealth, the platform and/or the services in any manner.
- You agree that for safety precaution, you shall provide proof of identity in the form of national identification card (NRIC) for verification purposes whenever requested by our practitioners and/or authorized third party partners.
- You agree that the services is provided on a

reasonable basis and that the use of the services will be subjected to the company privacy policy which may be amended with prior notice

#### **4. WARRANTY DISCLAIMER**

Mobihealth provide technological services to bridge service with a practitioner suitable to the service buyer needs, Mobihealth is not a healthcare and/or medical institution.

Mobihealth, its subsidiaries, officers, directors, employees, business partner and/or authorized third party companies provide provision of services without any warranty or conditions that may be expressed, implied and/or statutory. Mobihealth, neither through any advice, information and/or service buyer's case note obtained from Mobihealth constitute to a warranty.

Mobihealth cannot be held liable and/or responsible for any loss, damages, cost and or expenses incurred by me in connection with and/or arising from the service provided by the participating practitioners.

You agree and accept to indemnify Mobihealth, its subsidiaries, officers, directors, employees, business partner and/or authorized third party companies that you shall not make any claims against Mobihealth in relation to any consequences and/or complications of any form that may arise from the provision of services by the practitioner whereby negligence may be established directly or indirectly. You agree and understand that is entire at your own risk for the using Mobihealth and/or its online platform.

#### **5. PROVISION OF SERVICES BY REGISTERED PRACTITIONER**

You agree and accept that services provided are subjected to the terms and conditions of this agreement and all requests for the provision of services are made with full knowledge of your personal needs and medical conditions.

All request for provision of services shall be made through Mobihealth mobile application and/or online platform, Mobihealth reserve absolute rights to accept and/or decline my request for the provisional of services without obligation.

By selecting through the types of services available via Mobihealth mobile application and/or online platform, you agree and accept that you have full knowledge of the type of services provided by the different type of



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practitioners that is requested for provision of services.

In the event of your request for services is accepted by a registered practitioner from Mobihealth, you accept and acknowledge that the details and/or scope for provision of services requested is selected via the mobile application and/or online platform, shall be constitute as proof for services requested by you under this agreement.

Mobihealth take reasonable efforts to ensure that all registered practitioner are licensed with the relevant regulatory board governing their profession in order to practice, are well qualified in the area of their practice and have passes our security assessment. However, Mobihealth cannot guarantee nor be held liable for the quality of the services provided and/or the authenticity of the practitioner providing the services at your premises. Service buyer must satisfy themselves by performing an additional identity check with reference to the confirmation details provided by Mobihealth together with the national identification card (NRIC) and/or their professional practicing licenses.

## 6. BOOKING & SERVICE GUARANTEE

You agree and accept that while Mobihealth make reasonable efforts in accepting only competent and licensed practitioners in their area of profession for registration and as members of the platform, it cannot guarantee nor be held liable for the quality and/or effectiveness of the services rendered to you by the practitioner.

You agree and accept that while Mobihealth make reasonable efforts in co-ordinating the preferred date and time for the provision of service requested by me via Mobihealth mobile application and/or online platform, confirmation of booking shall be subjected to the availability of the practitioner and/or the time frame allowed indicated with the booking for provision of services.

You further agree that an alternate proposal can be propose by the practitioner for the provision of services subjected to your approval via Mobihealth co-ordination otherwise your request will automatically expire after 24 hours should no practitioner is available to pick up the assignment.

In the event of cancellation, delay, no show or disruption to the provision of services by practitioner, Mobihealth shall not be held liable and/or responsible,

however at the notification of service buyer and no obligation to service buyer, Mobihealth strive to protect service buyer best interest and to source for other suitable practitioner as replacement.

You agree and accept that you have made selection for services available via the mobile application and /or online platform in accordance to your personal needs and decision and such records constitute to a conclusive proof for purchase of services under this agreement,

You hereby also agree and accept that practitioner can make recommendation for a top up of services subjected to additional cost indicated via Mobihealth in the event the initial request for services is inappropriate after practitioner professional assessment.

You agree and accept that all decision of any recommendation and implementation for services is made by you and only upon your knowledge and approval of the additional cost via Mobihealth mobile application and/or online platform, additional services and/or for top up services will be perform/dispensed by the practitioner.

In the event of a refusal for acceptance in accordance to the recommendation, implementation of additional services and/or for top up of services to any inappropriate services booked initially as advised by the qualified practitioner to service buyer, services selected by the service buyer will not be perform and service buyer shall bear charges in accordance to Mobihealth payment & cancellation policy (Policy 8) for un-provision of services despite qualified advised being rendered.

## 7. MEDICAL EQUIPMENTS & ANCILLARY SERVICES

You acknowledge that it is your responsibility as the service buyer to supply the practitioner with proper equipment and/or appropriate medical supplies such as sterile dressing/ gauzes etc that may be required for provision of services in accordance to your medical condition.

The practitioner shall be given at its disposal basic supplies such as gloves, mask and disinfecting rub/ soap to maintain basic hygiene before providing any services.

You agree and accept that In the event where the above mention are made unavailable and upon



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request of the practitioner, supplies will be purchase at your own cost and/or reimbursed to the practitioner who shall purchase the supplies on your behalf in order to ensure that proper and hygiene services can be rendered safely by the practitioner.

You agree and accept that Mobihealth may make available ancillary services via its practitioner, business partner and/or authorized third party companies wherever necessary and it shall be at your sole decision to engage any services at your sole cost and expenses.

You agree and accept that you shall fully indemnify and/or not hold Mobihealth liable for any defects, deficiency in any equipment, supplies and/or any ancillary services that is made available via the practitioner, business partner and/or authorized third party companies when using Mobihealth mobile application and/or online platform.

#### **8. PAYMENT & CANCELLATION POLICY**

Mobihealth make reasonable efforts in maintaining affordable prices to service buyers for the provision of services. Provisions of services is only available via credit card payment over a secure, encrypted and accredited payment facilities.

Your credit card will not be charged with reference to the invoice upon the confirmation of the services you selected and purchase, Charges will be held by the payment facilities upon confirmation and will only be released by the payment facilities upon endorsement on the Mobihealth mobile application after delivery of services by the practitioner. Your endorsement on the mobile application also indicated as proof of delivery of the services.

In the event of inadequate selection and purchase of services after practitioner qualified assessment, a top up will be required as per the advice of the practitioner and, as per the terms and conditions set forth in Policy 6. (BOOKING & SERVICE GUARANTEE).

A fifty percent (50%) payment will be charge to the service buyer with reference to the reference invoice as practitioner consultation fees, after accepting service buyer decision of declining and/or refusal for topping up any shortfall to provision of services fees due to the initial inadequate selection made by the service buyer despite receiving qualified assessment and advise from a licensed practitioner.

Fees for the provision of services indicated at Mobihealth mobile application and/or online platform, its subsidiaries, business partners and/or authorized third party companies is subjected to change without prior notice and you shall be liable for fees indicated on Mobihealth upon generation of reference invoice for provision of services.

Discount offered by Mobihealth are at is absolute discretion and subjected to terms and conditions.

Cancellation of services after being accepted by a practitioner is strictly discourage so as to prevent abuse of the platform and our practitioners time. All cancellation of appointment must be made through Mobihealth service hotline at +65 6225 5751 / +65 8518 6586 (24HRS) immediately. Mobihealth, at no obligation and on a case by case basis via discretion offer re-scheduling of appointment requested by service buyer.

A flat fee of SGD \$30 will be charge for each cancellation of appointment two (2) hours before schedule appointment time and for cancellation of each appointment one (1) hour before schedule appointment time, a flat fee of SGD \$30 plus 50% of the reference invoice from the provision of service shall be charge.

#### **9. INFORMATION DISCLOSURE & RETENTION OF INFORMATION**

Service buyer hereby grant and warrant that all details disclosed for registration and/or during request for provision for services including without limitation to health declaration and/or any medical reports are true and correct and shall indemnified and/or hold Mobihealth not responsible in ensuring the completeness and/or accuracy of such.

Service buyer acknowledge and accept that Mobihealth shall make reasonable efforts in the retention and storage of all details not limiting to personal, medical, confidential, next of Kin information and/or all other details provided . Mobihealth endeavour to serve and protect its clients interest , it cannot be held liable for any disclosure and reserve absolute rights to disclose the details and/or other information collected to its practitioner , business partners or authorized third parties companies where it deem necessary for the necessary discharge of services.

Service buyer also hereby grant consent to Mobihealth



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and to authorized third party information storage provider that they shall be shall indemnified and/or held harmless against any loss ,theft, claims and/or misuse in connection of any information provided when using Mobihealth mobile application and/or its online platform.

### **10. CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION**

Mobihealth and service buyer agree to treat all information, including but not limited to information of our practitioners, its subsidiaries, business partners and/or authorized third party companies as confidential.

Information obtain from and/or input to Mobihealth, its subsidiaries, business partners, authorized third party companies, service buyer and/or service providers are confidential and cannot be disclose and /or publish the same to any unauthorized parties without the prior consent of Mobihealth and shall be regarded as consent of approval subjecting to the terms and conditions of this agreement.

### **11. PERSONAL DATA PROTECTION**

You accept and agree that provision of services provided by Mobihealth mobile application, online platform, practitioners, business partners and/or authorized third party companies shall constitute to my consent in the collection, use and disclosure of my personal data in accordance to Mobihealth personal data protection policy made available via Mobihealth privacy policy.

You further agree and accept that you shall comply with any personal data made available to you via the provision of services in accordance of the personal data protection act.

### **12. AUDIT RIGHTS**

Mobihealth reserve absolute rights to perform audits to validate booking activities and/or information given by service buyer at any time including but not limited to validation of official documents and/or performing visit during provision of services by practitioners. Service buyer shall grant Mobihealth representative authorization in performing such validation and/or visit to confirm ownership as well as ensuring quality services being perform by registered practitioner. Failure on any part upon request shall be deem a violation to this agreement and Mobihealth reserve

rights to charge a penalty fee to service buyer as violation of this agreement and/or remove service buyer registered account with Mobihealth.

### **13 .INDEMNIFICATION AND DISPUTE MANAGEMENT**

You agree and accept that MOBIHEALTH is not an employer of the practitioner nor does it have any affliction involvement in the business operation of it business partners and/or other third party companies.

You hereby agree to indemnify and hold harmless Mobihealth, its directors, employees, subsidiaries, its business partners and/or authorized third party companies from any claims, expenses, and/or any losses of any kind incurred or suffered as a result of any negligent act, error or omission in connection from the provision of services.

You agree and acknowledge that in the event of a dispute, Mobihealth, at its sole discretion and under no obligations shall act as a mediator to resolve the dispute.

You agree that the mediation shall be perform only in good faith based on Mobihealth policies and cannot be made reference in regards to any legal claims.

For assistance on any dispute and/or feedback, kindly leave us a feedback via the mobile application, email us at support@mobihealth.com.sg or call us at our hotline: +65 62255751/ +65 85186586 (24 HRS)

### **14. LIMITATION OF LIABILITY**

In no event will Mobihealth be liable to you for any consequential, special, incidental or punitive loss, damages, expense, unauthorized access to personal information, financial information, interruption and/or cessation of services, transmission of any bugs or virus to or from our services or by the services of any practitioner and/or authorized third party whether based on warranty, contract, tort or any other law and whether or not the company is advised on the possibility of such damages. You are aware of all risk associated with the use of such services.

### **15. CHANGE OF TERMS**

Terms and conditions in connection to the activities and/or services operated by MOBIHEALTH are subjected to change with or without notice. Mobihealth reserves absolute rights to make changes and/or terminate any services, accounts and/or



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ancillary service without any notice or reason at any time.

#### **16. NOTICE**

All notices or information required by this agreement are to be given to either party by electronic mail to your email address in the records of Mobihealth, or by written communication sent by Registered mail or pre-paid post to your address in the record of Mobihealth

Notice shall be deemed given and accepted upon expiration of two (2) days if sent by registered or pre-paid mail and/or after one (1) day should it be sent by electronic mail

You may give notice to the platform (deemed given upon acknowledgement either by writing / electronic mail) by letter sent by courier or registered mail by using the contact details provided by Mobihealth.

#### **17. FORCE MAJEURE**

Mobihealth cannot be held liable for any failure to comply with its obligations under this agreement where any failure is caused by force majeure, act of God, riots, civil commotion, strike, lockout, labour disturbance, fire, hostility, invasion of foreign enemies, rebellion, actions of statutory law, actions of governing licensing board, revolution or perils of the sea or other perils beyond the control of that party.

#### **18. ASSIGNMENT**

Mobihealth reserve absolute rights to assign this agreement without your prior written consent

#### **19. SEVERANCE CLAUSE**

By provision of the terms and conditions in the agreement and/or any part of above terms and conditions that is deemed to be invalid, illegal or unenforceable, the remaining provisions of the terms and conditions of the agreement not affected by such invalidity, illegality or unenforceability shall remain in force. Any invalid, illegal or unenforceable provision of terms and conditions shall be deemed not to be part of the provision of terms and conditions in this agreement and shall be substituted by a new provision of terms and conditions to the agreement until valid.

#### **20. RIGHTS OF THIRD PARTIES**

This agreement is entered into by parties exclusively for the benefit of the parties hereto. Nothing in this agreement shall grant or be deemed to be granted

for any rights on any third party. Nothing in this agreement shall be enforceable or relied upon in any manner by any third party against any party. Notwithstanding to any provision stated, the parties by mutual agreement may at any time rescind or vary this agreement with any consent of any third party.

#### **21. GOVERNING LAW**

The agreement shall be governed by the laws in the Republic of Singapore

#### **MOBIHEALTH PRIVACY POLICY**

This is the policy of Mobihealth when you register and/or use our mobile application and/or online platform for provision of services either as a service buyer, service providers, business partners and/or authorized third party companies. Our data protection and privacy policy shall also be effective when any member of the public responding to our advertisement, register for a Mobihealth account and/or participate in any activities or events in relation to our business function where your personal data and/or information will be required by us to be collected from you.

In this policy, the terms “we”, “us” and “our” refer to Mobihealth, its affiliates, subsidiaries, business partner and/or authorized third party companies as an entity which is collecting personal data from you or about you. Mobihealth personal data collection use personal data to identify a natural person and we collect personal data about you, or any person related to you which are deemed necessary for you and/or a person related to you to participate and/or engage in any functions related to the business operation.

Examples of personal data is not limited to the information required by Mobihealth mobile application and/or online platform which may include and not limited to information such as your name, nationality, date of birth, gender, service address, email address, telephony contact numbers, digital image submission of your National Registration Identification Card (NRIC) Number, digital image submission of your healthcare practising license, health records, credit card details, bank details etc and other declarations deemed necessary by Mobihealth.

If you provide the personal data of anyone else, it will be deemed that you have obtained his/her consent to our collection, use and disclosure of the personal data for the purposes set out in this policy or that you

validly give us such consent on their behalf.

Such sensitive and personal information are collected for security purpose in safeguarding the safety of both our service providers and service user and Mobihealth is committed to safeguarding the data you provided solely for the operation of the application.

Mobihealth application deploy in-built function available in your telephony device to ascertain qualification and data collection to the usage of the Mobihealth application, the following in-built function are:

**Camera:**

- Deploy with your permission as a registering users and/or practitioners that the camera function will be used to capture digital images and/or upload your selfie in order for Mobihealth to identify a natural person
- Deploy with your permission as a registering Practitioners that the camera function will be used to capture digital images of your National Registration Identification Card (NRIC) , your professional partitioning licenses for submission to Mobihealth in order for a qualification verification check to be perform and for security clearance before you are allowed to practise your profession using Mobihealth application.
- Phone :
- Deploy with your permission as a registering users and/or practitioners that Mobihealth application allow read only access to phone state including the phone number of the device, current cellular network information, the status of any ongoing calls, and a list of any phone accounts registered on the device.
- This, more specifically, allows this application to play audio and be muted when a phone call is incoming.

**SMS:**

- Deploy with your permission as a registering users and/or practitioners that Mobihealth application will request for your phone contact number for sending of a verification code to determine a unique registration of a Mobihealth account and to prevent abuse of the platform. SMS charges apply and shall be determine by your telecommunication provider.

- Mobihealth shall seek your consent in writing in the event of any necessary disclosure if any of your personal data obtain by Mobihealth is required by any un-affiliated parties. Your acknowledgement in writing shall be deem as consent to us to disclose the information to un-affiliated parties unless specified.
- Personal data collection are required as part of our business function and they are collected from you for the following purpose, not limited to:
  - Assessment and processing of your registration
  - Providing and/or receiving advisory information
  - Provision of services from our registered practitioners, subsidiaries, business partners and/or authorized third party companies in relation to your personal and/or medical needs.
  - Validation of your identification and/or practicing licenses provided for account setup approval and/or for conducting background safety checks
  - Assessment of competency and/or experience for independent contractors, business partners and/or authorized third party companies as service providers
  - Assessment and records of documentation in relation to your personal and/or medical needs being provided
  - Records of documentation in relation to charges for provision of services and payment to independent contractors, business partners and/or authorized third party company for services rendered
  - Complying with our internal policies and procedures
  - Research purpose such as improving our processes , statistical analysis and policy development in relation to Mobihealth
  - Any other purposes relating to or arising out of the above



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We may disclose the personal data collected from you and/or about you to third parties, whether located in Singapore or elsewhere, in order to achieve the purposes stated in this policy. Such third parties include and is not limited to:

Our service providers, contractors, agents, corporate clients, business partners, subsidiaries, authorized third party companies • Regulatory authorities, any statutory bodies or public agencies for the purposes of complying with their respective requirements

In addition to the data you provide, we may obtain from our service providers, agents, corporate clients, business partners, subsidiaries, and authorized third party company third parties further data relating to you which is relevant to your membership with Mobihealth. In doing so, we may disclose your personal data to such third parties.

You agree and acknowledge that we may take photographs and/or make videos after obtaining your permission verbally and/or by written consent. You may be captured in photographs and/or video recordings and we may use such photographs and/or video recordings in our publications, websites, marketing kit, communication channels, third party media and/or display them in around our operating premises.

We may also collect, use and disclose personal data when required or permitted by law for any other purpose. In order to achieve any of the purposes referred to above, we may need to transfer personal data outside Singapore. In the event of such, we will ensure that such data are protected to a standard comparable to the protection accorded to personal data under the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore. In summary, it shall be for the purpose of our business function not limiting to: • Collection, use and/or disclosure of your personal data would be for the purpose(s) for which you have given consent; • Security arrangements made to protect your personal data; • Your personal data would be retained only if necessary for legal and business purposes; and/or anyone who receives personal data from us is either in a jurisdiction and has data protection laws or is otherwise bound to protect your personal data.

Retention of personal data and information is provided via a authorized and secure third party network system for a reasonable period in accordance with our legal and business purposes. Personal

data and information obtained are store safely until given notice for removal and/or cessation of your Mobihealth account

If you wish to correct and/or remove to your personal data, please contact our data protection officer at support@mobihealth.com.sg

Mobihealth may at its discretion charge a nominal fee for access to your personal data.

We reserve the rights to amend this policy and will make available the updated policy on Mobihealth.com.sg. The latest version of the policy shall be in force at time of collection.

#### **Disclaimer**

We exercise due care in complying with the provisions of the Personal Data Protection Act however we cannot be held liable for any offences that are not committed by us directly or indirectly as a data intermediary .By providing us information, you agree that your registration will constitute informed consent to the collection, use, and/or disclosure of personal data by Mobihealth for its business purpose in compliance with the relevant provision of the Personal Data Protection Act