

PRIVACY AND DATA PROTECTION POLICY (“PRIVACY POLICY”)

This Privacy Policy sets out the basis on which Healthapps Sdn Bhd and our related companies (“HA”, “we”, “us”, or “our”) may collect, use, disclose or otherwise process your personal data when you use our website at <http://MyVitalSigns.asia> (“Website”) and/or the Healthapps mobile applications (“Application”), visit any of the clinics owned or operated by HA and/or participate in any health screenings, vaccinations or any other programmes, activities or events which HA organises, sponsors or is otherwise involved in, or otherwise use any services provided by HA (“Platforms”) in accordance with the The Personal Data Protection Act 2010 (“PDPA”) This Privacy Policy applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use, disclose or process personal data for our purposes.

If you do not agree to this Privacy Policy and our Terms and Conditions, please do not use any of the Platforms. Your continued use of the Platforms and our services constitutes your acknowledgement and acceptance of this Privacy Policy.

PERSONAL DATA

1. As used in this Privacy Policy:

“customer” means an individual who (a) has contacted us through any means (such as through any of the Platforms) in relation to the goods or services available on the Platforms, or (b) may, or has, entered into a contract with us for the supply of any goods or services by us. “Personal data” means data, whether true or not, about an individual who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access.

2. Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include:

- a. Your name, identification numbers such as NRIC, Passport Number, residential address, email address, telephone number, nationality, gender and date of birth;
- b. Personally-identifiable medical and health-related information which you provide to us (including information or records relating to your medical or health history, medical claims, health status, laboratory testing results, diagnostic images, photographs);
- c. Personally-identifiable medical and health information about you prepared by healthcare professionals/treatment providers/diagnostic and medical laboratories who provide medical or healthcare services and products to you via the Platforms (including medical records, treatment and examination notes, laboratory testing results or diagnostic images);
- d. Billing information that you provide us (e.g. credit card or online payment system account information);
- e. Information about the computer or mobile device you are using;
- f. Geographical location or address; or
- g. Other information which you may input into the Platforms or related services.

3. Other terms used in this Privacy Policy shall have the meanings given to them in the PDPA (where the context so permits).

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

4. We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “Authorised Representative”, which could include your employer or your insurer if they process your claims for medical care and any specialists, diagnostic and medical laboratories and other healthcare providers involved in your medical care) for the purposes set out in this Privacy Policy, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).

5. We may collect and use your personal data for any or all of the following purposes:

- a. performing obligations in the course of or in connection with our provision of the goods and/or services requested by you (including the provision of any medical or healthcare services, the delivery of products purchased by you);
- b. verifying your identity;
- c. responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
- d. managing your relationship with us;
- e. processing or facilitating the processing of your claims;
- f. processing payment or credit transactions;
- g. improving the quality of medical or healthcare services through the performance of quality reviews and similar activities;
- h. creating de-identified information which is information which is not used or intended to be used to personally identify an individual (e.g. aggregate statistics relating to the use of the services on the Platforms);
- i. notifying you when Platform updates are available;
- j. marketing and promoting the Platforms, and the services and products offered on the Platforms to you;
- k. conveying health and wellness information to you;

l. complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;

m. converting the personal data to anonymised data for the purposes of analytics and market research;

n. any other purposes for which you have provided the information;

o. transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and

p. any other incidental business purposes related to or in connection with the above.

In the event we do contact you for any of the above purposes, you agree that we may contact you via email or text or by call at your email address or telephone number provided to us by you or your Authorised Representative.

5A. We may rely on the “legitimate interests” exception under the PDPA to collect, use and disclose personal data without your consent for the purposes of detecting and preventing fraud and misuse of our services. Such disclosures may be made to your insurer or your employer, where relevant for such purposes.

5B. Disclosure to HA partners: Please note that personal data collected or derived in connection with use of on the Platforms (including any image submitted by you), may be disclosed to our partner, who shall collect and use such personal data for the purposes of performing obligations in the course of or in connection with our provision of the goods and/or services requested by you. For the avoidance of doubt, HA shall not be responsible for any collection, use, processing, or disclosure of your personal data by our partner.

5C. Giving Consent on behalf of Dependents: Where applicable, you agree and confirm that you have the requisite authority and can validly give consent on behalf of your dependents for the collection, use, disclosure and processing of their personal data, including but not limited to, the personal data of any child/ward under your care or custody.

6. As you use the Website or Application, its services, or purchase or arrange for the delivery of products, certain information may be passively collected:

a. Site Activity Information: We may keep track of some of the actions you take on the Website or Application, such as the content of searches you perform;

b. Access Device and Browser Information: When you access the Website from a computer or other device, we may collect anonymous information from that device, such as your Internet protocol address, browser type, connection speed and access times;

c. Cookies (i.e. small pieces of information that a site sends to your browser while you are viewing a website): We may use both session Cookies (which expire once you close your web browser) and persistent Cookies to make the Website and services easier to use, to make our advertising better, and to protect both you and DA. You can instruct your browser, by changing its options, to stop accepting Cookies or to prompt you before accepting a Cookie from the websites you visit. If you do not accept Cookies, however, you will not be able to stay logged in to the Website. We presently do not honour “Do Not Track” requests across all parts of our Website

d. Real-Time Location: Certain features of the Application use GPS technology to collect real-time information about the location of your device so that the Application can connect you to a healthcare professional/treatment provider near your location.

e. Device information: We may also collect non-personal information from your mobile device or computer. This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include how you use the application(s) and information about the type of device or computer you use. In addition, in the event our application(s) crashes on your mobile device we will receive information about your mobile device model software version and device carrier, which allows us to identify and fix bugs and otherwise improve the performance of our application(s).

f. Web Analytics: We may use Google Analytics to help analyse how users use the Website. Google Analytics uses Cookies to collect information such as how often users visit the Website, what pages they visit, and what other sites they used prior to coming to the Website. We use the information we get from Google Analytics only to improve our Website and services. Google Analytics collects only the IP address assigned to you on the date you visit the Website, rather than your name or other personally identifying information. Although Google Analytics plants a persistent Cookie on your web browser to identify you as a unique user the next time you visit the Website, the Cookie cannot be used by anyone but Google. Google’s ability to use and share information collected by Google Analytics about your visits to the Website is restricted by the Google Analytics Terms of Use and the Google Privacy Policy.

7. Without prejudice to clause 5B above, we may disclose your personal data where: (i) such disclosure is required for performing obligations in the course of or in connection with our provision of the goods and services requested by you; or (ii) for any of the purposes described in clause 5 above:

a. To our subsidiaries, related companies, affiliates, or partners;

b. To the relevant parties who may process your claims for your medical care (which may include your employer or your insurer if you are making claims under your employee or insurance benefits scheme or policy). In such circumstances, we may disclose your medical diagnosis/information to such parties for the purposes of claims processing and/or verification of utilisation, if required by such parties;

c. To contractors (including specialists, diagnostic and medical laboratories and other healthcare providers), service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them (including logistics service providers, data service providers);

d. As required by law, which can include providing information as required by a court order;

e. When we believe in good faith that disclosure is necessary to protect your safety or the safety of others, to protect our rights, to investigate fraud, or to respond to a government request;

f. To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of DA's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal data maintained on the Platforms is among the assets transferred;

g. To any other person or organisation disclosed by us when you provide the information.

8. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to your employment contract should you be hired) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under a contract with you).

9. This Privacy Policy applies only to information we collect through the Platforms and in email, text and other electronic communications sent through or in connection with the Platforms. This policy does not apply to information collected by any third party. When you click on links on the Website, you may leave our site. We are not responsible for the privacy practices of other sites, and we encourage you to read their privacy statements.

WITHDRAWING YOUR CONSENT

10. The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop collecting, using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.

11. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) business days of receiving it.

12. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in clause 10 above.

13. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws. For the avoidance of doubt, such withdrawal of consent shall not require us to delete any personal data that has already been collected by us from our records. Such retention shall be subject to clauses 20 to 22 below.

ACCESS TO AND CORRECTION OF PERSONAL DATA

14. If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below. Such request shall include the details of the requestor, description of the personal data being requested and the date and time range the personal data was believed to be collected.

15. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.

16. We will respond to your request as soon as reasonably possible. In general, our response will be within fourteen (14) business days. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

PROTECTION OF PERSONAL DATA

17. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures such as up-to-date antivirus protection, encryption, and disclosing personal data both internally and to our authorised third party service providers and agents only on a need-to-know basis.

18. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

ACCURACY OF PERSONAL DATA

19. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer in writing or via email at the contact details provided below.

RETENTION OF PERSONAL DATA

20. We may allow you to delete some of the records that are stored on the Application by clicking "History" > "Delete". Such deletion shall only delete your records from the Application but a back-up copy shall be retained in accordance with clauses 21 and 22 below.

21. We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.

22. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

23. We generally do not transfer your personal data to countries outside of Singapore. However, if we do so, we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

DATA PROTECTION OFFICER

24. You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, in the following manner:

Email Address : admin@myvitalsigns.asia

EFFECT OF PRIVACY POLICY AND CHANGES TO PRIVACY POLICY

25. This Privacy Policy applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.

26. We may revise this Privacy Policy from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Privacy Policy was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

Effective date : 1 April 2023