

## **Income Cliniflex Website/Mobile App - Terms and Conditions**

### **Website/Mobile App - Terms and Conditions**

The following terms and conditions will govern the use of the Websites and Mobile Applications including the web and mobile account granted by us to you.

### **Understanding your rights, obligations and Responsibilities**

In the following paragraphs, "you" refers to all persons who are named under the account and "we", "us" or "our" refers to NTUC Income Insurance Co-operative Limited and/or its holding company and/or its subsidiaries (collectively "Income") and/or the subsidiaries of its holding company and Adept Health Pte Ltd and its holding company (collectively "Adept").

Please read these Terms and Condition carefully. By accessing this website: [www.cliniflex.com.sg](http://www.cliniflex.com.sg) and all its pages (collectively "Websites") and downloading the mobile application named "Cliniflex by Income" (collectively "Mobile App"), you agree to be bound by these Terms and Conditions. If you do not agree to any of these Terms and Conditions, do not access the Websites or download the Mobile App.

The Websites and Mobile App consist of various websites, pages and menus which currently provide users access to online resources, including various communication tools, online forums, commercial services, personalised content and information (collectively "Online Facilities"). Certain sections, pages and menus on the Websites and Mobile App may contain additional terms and conditions, which are in addition to these Terms and Conditions. In the event of a conflict, these Terms and Conditions will prevail.

In using the internet to gain access to your account, you will be exposed to the following risks:

1. If you do not have sufficient technical knowledge or you do not take safety precautions, unauthorised people may gain access to your computer or internet-linked devices (mobile phone included).
2. Unauthorised people may without your knowledge gain access to your computer/mobile phone and monitor your regular access to your account and your transactions with your account.
3. There may be computer/mobile apps viruses or other malicious software which may interfere with your access to your account.
4. If you access your account through a public computer or other peoples' mobile phone, this may expose your account to viruses and malicious software and be compromised.

You are liable for all instructions and transactions that are carried out through the use of your username and password to access your account whether or not authorised by you. We will not be liable to you, if you:

- (a) fail to comply with the Terms and Conditions set out herein;
- (b) disregard the security measures which you must take; or
- (c) fail to take precautions when using the internet to access your account.

If you suffer from any damages due to our direct wilful default or gross negligence, we will be liable to you and to you alone for such direct damages. However, we will not be liable to you for any indirect, special or consequential losses including any loss of profits, loss of business or loss of reputation whatsoever.

## Member account, Password and Security

1. You are required to provide us with your current, complete, accurate and true personal information as prompted by the applicable online registration procedures.
2. You are also required to maintain and promptly update your registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have any reasonable grounds to suspect so, we reserve the right to suspend or terminate your account and refuse you any current or future use of any of our Online Facilities.
3. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any activities that occur under your account. You agree to:
  - (a) notify us immediately of any unauthorised use of your account or any other breach of security; and
  - (b) ensure that you properly log out of your account at the end of each session.
4. Once we have agreed to give you an account, you will be able to access your account with your username ("Login ID No.") and chosen password.
5. You will only access your account through the use of your username and password. You will not reveal your password to anyone and you will take all precautions to ensure that your password is not disclosed to anyone. If you know or have reason to suspect that your password has been compromised or used by another person without your consent, you must change your password and inform us immediately.
6. We will not be liable for any loss that you may incur as a result of a third party using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us for any wrongful use of your account or password. You may not use any other person's account at any time without the express permission of that person.
7. You will permit us to act on any instructions given through your account when it is accessed through the use of your username and password. We will not be liable to you when we act on such instructions in good faith. If we act on such instructions, we will not verify the origin or authenticity of such instructions. Once we receive such instructions, they will be treated as irrevocable and binding on you whether or not there is any error or forgery or fraud concerning such instructions. We may (will not be obliged to) cancel any instructions given under your username and password without any liability if we know or have reason to believe that a criminal act, a fraudulent act, offence or breach of any regulation or legislation will be or has been committed.

We may refuse or stop carrying out any or all instructions or reverse any actions carried out arising from your instructions if we are of the opinion that such instructions are unlawful, not properly authorised by you or for any other reason whatsoever. We have the right to require confirmation in writing of any transaction from you. You agree that in all the situations stated above, we will not be liable for any resulting damages and losses. Any instruction given by you for your account will be carried out in the normal course of business. We do not warrant that any instruction will be carried out within a particular time period or in any particular order.

8. You may change your password from time to time. Once we have accepted your new password, your use of your account through the use of your new password will be governed by these Terms and Conditions.
9. We may at our absolute discretion cancel your use of your account, vary, modify, withdraw or restrict your use of your account at any time without notice to you and without giving any reason. We will not be liable to you for any damages or losses that you may suffer as a result of such actions.

10. You confirm that the computer/mobile devices from which you are using to access your account is free from computer viruses, malware, malicious code or software or bugs of any kind whatsoever. We will not be responsible for any computer/mobile viruses, malware, malicious code or software or bugs which may be due to internet services provided by any internet service provider. We will be entitled to change or modify our Website and Mobile App from which you access your account at any time without notice to you and without giving any reason. You will be solely responsible and liable for any damages or losses arising from your failure to comply with the above representation.
11. You acknowledge that you have read our "Security and Privacy Policy" and "PDPA Statement" (Personal Data Protection Act Statement) which are located at the bottom of this Website and Mobile App. By agreeing to these Terms and Conditions, you signify your acceptance of these Terms and Conditions, our Security and Privacy Policy and PDPA Statement.
12. Our records of all transactions carried out on your account through the use of your username and password will be conclusive and binding on you.

### **13. Disclaimers**

- 13.1 The information and material on the Websites and Mobile App are provided on an "as is" and "as available" basis. We do not give any warranties as to the accuracy, adequacy, completeness or reasonableness of the information and materials contained in or accessed through this Website and Mobile App. We are not responsible for any errors in, or omissions from, such information and materials. We do not give any warranties of any kind, implied, express or statutory (including but not limited to, warranties of title, merchantability, satisfactory quality, non-infringement of third-party intellectual property rights, fitness for a particular purpose) in connection with such information and materials, or this Websites in general.
- 13.2 The information and materials provided on the Websites and Mobile App are for your information only.

### **14. Prohibitions**

- 14.1 You will not use the Websites/Mobile App or Online Facilities for any purpose that is unlawful or prohibited by these Terms and Conditions. Unless otherwise specified, the Websites/Mobile App and Online Facilities are for your personal and non-commercial use only. In addition, but without limitation:
  - (a) The materials and information on the Websites/Mobile App belong to us. Such materials and information may not be posted, copied, distributed, uploaded or reproduced in any manner whatsoever. You may not insert a hyperlink to the Websites/Mobile App or any part thereof on any other Websites/Mobile App or "mirror" or frame the Websites/Mobile App, any part thereof or any information or materials in the Websites/Mobile App on any other server or Websites/Mobile App.
  - (b) You may not copy, modify, transmit, distribute, reproduce, publish, perform or sell any information, materials, products or services obtained from our Websites/Mobile App and Online Facilities, or use them in any commercial manner.
  - (c) You will not use our Websites/Mobile App or Online Facilities in any manner that could damage, disable, overburden, or impair any of our Websites/Mobile App and Online Facilities or its network.
  - (d) You will not interfere with any other party's use and enjoyment of any of our Websites/Mobile App or Online Facilities.
  - (e) You will not attempt to gain unauthorised access to any of our Websites/Mobile App or Online Facilities, accounts, computer systems or networks connected to our Websites/Mobile App or Online Facilities, through hacking, password mining or any other means.

- (f) You will not attempt to obtain any materials or information through any means not intentionally made available through our Websites/Mobile App or Online Facilities.
- (g) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- (h) Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer/mobile phone or property of another.
- (i) Violate any applicable laws or regulations.
- (j) Create a false identity for the purpose of misleading others.
- (k) Use, download, copy or provide (whether or not for a fee) to a person any directory of users of our Websites/Mobile App or Online Facilities or other user or usage information.

14.2 While we have no obligation to monitor the communication facilities, we reserve the right to review materials posted using the communication facilities and to remove any materials in our sole discretion.

14.3 We also reserve the right to terminate your access to any or all of the communication services at any time, without any service, for any reason whatsoever.

14.4 We further reserve the right to disclose any information as we deem necessary to satisfy any applicable law, regulation or legal process, or to edit, remove, or refuse to post any information or materials in our sole discretion.

## **15. Intellectual Property**

15.1 We are the owners and proprietors of all the marks, whether service or trademarks, logos on the Websites/Mobile App. As such, they may not be published, transmitted, reproduced, performed, displayed, adapted, distributed, stored, broadcast, stored, altered, hyperlinked or otherwise used in whole or in part in any manner without our express prior written consent.

15.2 Any pictures or images or audio materials or video materials displayed on the Websites/Mobile App belong to us or are displayed by us with the permission of the owners of these pictures or images or audio materials or video materials. The use of these pictures or images or audio materials or video materials is strictly prohibited.

15.3 We are offering you the Websites/Mobile App to use without cost, but you should be aware that you cannot send it on to anyone else, and you are not allowed to copy, or modify the applications, any part of the applications, or our trademarks in any way. You are not allowed to attempt to extract the source code of the Websites/Mobile App, translate the applications into other languages, or make derivative versions. The applications and all the trademarks, copyright, database rights and other intellectual property rights to the applications (excluding any trademark, copyright and any intellectual property rights owned by NTUC Income which can be found on the applications), belongs to Adept.

15.4 You may not use our names and/or trademarks in anyway, including advertising or publicity pertaining to any material on this Website/Mobile App without our prior written consent. However, you may download and print the materials and information found on the Websites/Mobile App and Online Facilities for your personal, non-commercial use.

## 16. Limitation of Liability

16.1 We do not make any warranties with regard to accuracy and correctness of the information or materials on the Websites/Mobile App. We will not be liable to any third party accessing the Websites/Mobile App from whatever location, for any direct, indirect or consequential damages which may occur due to the use or inability to gain access to the information or materials on the Websites/Mobile App, or reliance on any such information or materials provided on the Websites/Mobile App even if we or any of our representatives have been notified of this possibility of incurring such damages.

16.2 Likewise, we will not be liable or responsible for any damages suffered as a result of any computer or mobile viruses downloaded into any computer/mobile phone or internet access device as a consequence of downloading any materials, images or data from the Websites/Mobile phone or from using and accessing the Websites/Mobile pages.

16.3 In addition, we will not be liable for any losses or damages whatsoever and howsoever occurring whether or not arising from or in connection with your access to your account including any direct, indirect, special, consequential or special losses or damages, loss of profits, loss of opportunity, loss of business or goodwill, loss of interest and including:

- (a) our acting on instructions given through the use of your username and password whether or not authorised by you;
- (b) any destruction or delay or alteration of any instructions, information transmitted or received by you through your account or any mistake in the transmission of the instructions, information transmitted;
- (c) reliance on the information accessed by your account through the use of your username and password;
- (d) any unauthorised use of and/or information relating to your account which is obtained by a third party as a result of your access to your account;
- (e) any stoppages or interruptions of our Websites/Mobile App on which you access your account;
- (f) any disclosure of information to third parties due to your negligence or failure to keep your username or password confidential;
- (g) any losses or damages associated with software defects, hardware breakdowns, network vulnerabilities, malicious attacks, security shortcomings, hacking incidents, fraudulent activities and system failures which may occur despite our best efforts;
- (h) any interruption or ceasing of the operation or availability of your account; or
- (i) any losses or damages from cyber-attacks e.g. denial of service attacks which may occur despite our best efforts; or
- (j) the communication facilities and any actions resulting from your utilising any of the communication facilities.

If we are held liable, we shall only be responsible for direct losses or damages which may be reasonably expected to result from any of the circumstances and only if such losses and damages were caused by our gross negligence or wilful default.

## **17. No Warranty**

- 17.1 The Websites/Mobile App and all its information and materials are provided on an “as is” and “as available” basis. We do not warrant the accuracy, adequacy or completeness of the Websites/Mobile App and/or its materials. We expressly disclaim any liability for any errors or omissions in the information and materials.
- 17.2 No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with the materials and/or the Websites/Mobile App.
- 17.3 We do not warrant that any of the materials or that the Websites/Mobile App will be provided or updated in a timely manner, uninterrupted or free from errors or that any identified defect will be corrected.
- 17.4 We do not warrant that the Websites/Mobile App and its materials are free from any virus or other malicious, destructive or corrupting code, program or macro.
- 17.5 No advice or information obtained by you from the Websites/Mobile App or Online Facilities shall create any warranty unless expressly stated in these Terms and Conditions.
- 17.6 Any material downloaded or otherwise obtained through the use of the Websites/Mobile App and Online Facilities is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

## **18. Indemnity**

We will not be liable for and you will indemnify us against any claims, losses, damages or expenses (inclusive of all legal costs on a full indemnity basis) howsoever caused which may be incurred by us in providing the account to you whether or not arising from but will not be limited to the following:

- (a) our taking any instructions and acting upon such instructions made through your account accessed by way of your username and password;
- (b) the improper or unauthorised use of your account;
- (c) any act or omission by any internet service provider;
- (d) any delay or failure in transmission, despatch or communication facilities; or
- (e) any access (or inability or delay in accessing) and/or use of any browser to allow access to your account or for any defect in any such browser.

## **19. Variation or Modification of Terms and Conditions**

We reserve the right to modify and make changes to any of these Terms and Conditions, including but not limited to the fees and charges relating to your use of the Websites/Mobile App and Online Facilities, without notice. All modifications to these Terms and Conditions will be reflected by the posting of the amended Terms and Conditions on the Websites/Mobile App. In addition, if there are any material change to any of these Terms and Conditions, we will indicate on the Websites/Mobile App that our Terms and Conditions have changed.

## **20. Modifications of Websites/Mobile App and Online Facilities**

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, any pages of the Websites/Mobile App and Online Facilities with or without notice. You agree that we will not be liable or responsible in any way to you or to any third party for any modification, suspension or discontinuance of the Websites/Mobile App and Online Facilities.

## **21. Termination**

We reserve the right to suspend or terminate your account and refuse you any current or future use of any of our Websites/Mobile App or Online Facilities in our sole discretion, without any notice, for any reason whatsoever, including where we have reasons to believe that you have breached or acted inconsistently with the Terms and Conditions. We will not be liable in any way to you or to any third party for any termination of your access to the Websites/Mobile App and/or the Online Facilities.

## **22. Waiver**

No failure or delay by us in exercising or enforcing any right or option under the Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair our right to take any action or to exercise any right as against you or render us responsible for any loss or damage arising therefrom.

## **23. Severability**

If any one or more of the Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.

## **24. Third Party Rights**

A person who is not a party to this agreement governed by the Terms and Conditions for your account has no right under the Contracts (Rights of Third Parties) Act Cap. 53B to enforce any of the Terms and Conditions.

## **25. Governing Law And Jurisdiction**

25.1 The Terms and Conditions, the construction and enforcement of the terms and Conditions and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the Republic of Singapore, including but not limited to the Electronic Transactions Act (Cap.88).

25.2 The courts of Singapore shall have non-exclusive jurisdiction to hear any dispute arising out of or in connection with the Terms and Conditions and the parties irrevocably submit to the jurisdiction of such courts.