

PTEC Home Blood Pressure (BP) Monitoring Programme

Terms of Use

1. Agreement to Terms

- 1.1 Access to the services provided under the PTEC Home Blood Pressure (BP) Monitoring Programme including tele-monitoring services (“**PTEC**”) is subject to the terms and conditions below, as may be updated from time to time (the “**Terms**”).
- 1.2 By continuing the use of PTEC, you acknowledge that you have read, understood, and accepted to be bound by the Terms. If you do not agree with any of the Terms, please discontinue the use of the PTEC immediately.
- 1.3 In these Terms, the words “we”, “our”, and “us” refer to MOH Office for Healthcare Transformation (“**MOHT**”), Integrated Health Information Systems (“**IHIS**”), National Healthcare Group Polyclinics (“**NHGP**”), National University Polyclinics (“**NUP**”), and SingHealth Polyclinics (“**SHP**”), and the Ministry of Health (“**MOH**”).

2. Access to PTEC

- 2.1 You may be required to register for an account with us before using PTEC. By registering an account with us, you represent and warrant that all registration details you have provided are true, accurate, and complete to the best of your knowledge and belief.
- 2.2 PTEC is not authorised, designed, or intended to provide continuous communication of real-time data, time-critical medical care, or emergency response alerts or to be used in circumstances where inability of PTEC would present risk of illness or injury to the user. Should you feel unwell prior to making any decisions related to your health or at any point in time, please visit the nearest medical facility to seek appropriate medical assistance. You agree to take sole responsibility for any and all decisions and actions taken regardless of whether any medical diagnosis, treatment, and/or care result from or relate to your use of PTEC, in any way.
- 2.3 PTEC’s accessibility and operation rely upon various technologies beyond our control. Continuous and/or uninterrupted access to and use of PTEC are therefore not guaranteed and we shall not be liable in any event of delay or unavailability of access to and use of PTEC.
- 2.4 PTEC is provided on an AS IS basis. We may, at any time change, suspend, terminate, or discontinue PTEC, without notice and for any reason.

3. Use Restrictions and Effects of Failure to Comply

- 3.1 When accessing and using PTEC, you shall:
 - a. comply with the Terms as set out herein and not use PTEC in any unlawful manner or for any unlawful purpose;

- b. comply with applicable laws and regulations, including the Personal Data Protection Act 2012 (“**PDPA**”) and any other applicable law relating to data privacy and/or confidentiality, and shall not cause us to be in breach of such laws and regulations;
- c. if using or accessing PTEC for and on behalf of a patient, not access any information concerning the patient without his/her permission;
- d. not infringe upon our intellectual property rights or those of any third party in relation to your access to and use of PTEC;
- e. not rent, lease, lend, sell, trade, distribute, license and/or commercially exploit PTEC;
- f. not use PTEC for the purposes of advertising or promoting a particular product or service, or use PTEC in a way that suggests any official status or endorsement of your use of PTEC, without our prior written consent;
- g. not or enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works upon PTEC or any part thereof;
- h. not submit, publish, transmit, post, or upload any material that is inaccurate, misleading, deceptive, defamatory, offensive, threatening, discriminatory, racist, seditious, obscene, pornographic, indecent, or otherwise objectionable to the general public in relation to your use of PTEC;
- i. not use PTEC that could in any way interfere with other users or damage, disable, overburden, impair, or compromise PTEC systems, databases, servers, and/or security; and
- j. not collect any information or data from PTEC systems or attempt to decipher any transmissions to or from PTEC servers running any features, services, tools, directories, and/or contents in PTEC systems.

3.2 In the event of non-compliance with clause 3.1 above, we may restrict or terminate your access to PTEC without notice.

4. Account Holder’s Responsibilities

4.1 As the account holder, you agree:

- a. to keep your account ID and password confidential and not to allow other person to use your account;
- b. to update your account as and when there are any changes to your details;

- c. to notify us immediately if you have any reason to believe that the security of your account has been compromised; and
- d. to be solely responsible for any and all activities occurring under your account. Any and all activities that occur under your account, in the event you allow another person to access any of your devices, as having been conducted with your knowledge and consent.

4.2 You acknowledge and agree that we shall have the right, at our sole and absolute discretion, without any notice, to:

- a. access your account and its contents, as may be necessary to identify or resolve technical problems or to verify any suspected irregular transactions relating to your account;
- b. block your account access, as may be necessary to investigate any suspected breach or compromise in the security relating to your account use; and/or
- c. suspend, discontinue, or terminate your account, should there be any suspected breach or any suspicion of fraud relating to your account use, in which event, you may be referred to the relevant law enforcement agencies for investigation, as may be necessary.

5. User Contributed Information

- 5.1 Subject to the functionalities of your account, you may, as an account holder, be able to submit, post, or edit certain information, including but not limited to, personal data, credit card or other financial details, medical or health information, healthcare appointments, images, feedback, comments, and/or complaints (“**User Contributed Information**”) through your account.
- 5.2 You shall take full responsibility for the User Contributed Information and any consequences associated with using, editing, submitting, and/or uploading them on PTEC. We shall not be responsible for any inaccuracies, errors, or omissions in your User Contributed Information and/or for any unauthorised use, misuse, loss, damage, corruption, or leakage of your User Contributed Information.
- 5.3 PTEC’s functionalities may allow your User Contributed Information to be viewed, edited, or deleted by another authorised user.
- 5.4 Use of User Contributed Information shall be in accordance with the Terms, particularly our Privacy Policy and for any purposes that you have been notified of and consented to from time to time.
- 5.5 You represent and warrant that:

- a. you have the necessary rights, licenses, consents, and permissions to submit, use, and authorise us to use User Contributed Information;
 - b. all User Contributed Information, whether at the time of submission, posting, or subsequent thereto, is true and accurate; and
 - c. you will comply with applicable laws and regulations, including the PDPA and any other applicable law relating to data privacy and/or confidentiality, and shall not cause us to be in breach of such laws and regulations.
- 5.6 You agree that we shall have the right to edit, block, remove, or delete User Contributed Information on PTEC for any reason at any time without notice. Our acceptance of any User Contributed Information does not constitute a waiver of our right to edit, block, remove, or delete the same in the future.
- 5.7 User Contributed Information may be uploaded to third party computer systems including payment systems and when uploaded, can be viewed by any person authorised to access such systems. By providing us with User Contributed Information, you shall be deemed to have consented to us to upload the User Contributed Information, in whole or in part, to such systems.

6. Medical Disclaimer and External Data

- 6.1 PTEC services are to enable you in managing your hypertension at home in Singapore. PTEC is not intended to be a substitute for qualified or professional medical advice, diagnosis, or treatment. Should you feel unwell prior to making any decisions related to your health or at any point in time, please go to the nearest medical facility to seek appropriate medical assistance. You should not assume that the device can be used to notify medical staff of any medical emergency or situation that requires medical intervention. You agree to take sole responsibility for any and all decisions and actions taken regardless of whether any medical diagnosis, treatment, and/or care result from or relate to your use of PTEC, in any way.
- 6.2 Information available through PTEC is not intended to be exhaustive on any particular issue and the information may not always be accurate, complete, or up-to-date. It is also not intended to be a substitute for medical professional advice. All information contained in PTEC is for informational purposes only and is to be relied upon at your own risk. You are encouraged to seek professional medical advice notwithstanding your use of PTEC. You acknowledge and agree that we take no responsibility for your use and reliance upon PTEC or any information available through PTEC.
- 6.3 Subject to the functionalities of your account, PTEC may enable you to access, amend, and/or use your data or information from external sources such as public healthcare institutions' appointment systems ("**External Data**"). All External Data are provided on an "AS IS" and "AS AVAILABLE" basis. You acknowledge and agree that we take no responsibility for any inaccuracies, errors, or omissions in such External Data and for any damage or loss arising from your access to or use of such

External Data. Your access to or use of External Data is at your own risk and may be subject to terms and conditions and/or privacy policies as may be imposed by external parties. You agree to take sole responsibility for any and all decisions and actions taken regardless of whether any medical diagnosis, treatment, and/or care result from or relate to your use of External Data.

7. Payment Service

- 7.1 We may provide a payment platform to enable you to make payments to us and/or other vendors. You acknowledge that we are merely an intermediary to facilitate payments made by you and the payment platform is provided for your convenience only. All payments made through the payment platform are made directly to the accounts of the billing parties.
- 7.2 Third party services may be employed to verify, secure, and/or process your payments, for which services fees may be charged accordingly for processing payments related to your transactions on PTEC. You shall take sole responsibility for all payment processing fees incurred.
- 7.3 Without prejudice to other provisions of these Terms, we take no responsibility for (a) any malfunction in any computer system, software, and/or Internet connectivity that may affect the accuracy or timeliness of the online transmission of payment instructions; and/or (b) any inaccurate information or insufficient or unclear payment instructions to allow for timely payments.

8. Security of Communications

- 8.1 We shall endeavour to use available technology to protect the security of communications made through PTEC. However, we take no responsibility for the security, authenticity, integrity, or confidentiality of any transactions and other communications made by use of PTEC.
- 8.2 You acknowledge that Internet communications may be susceptible to third party interference. We make no warranties that the PTEC system is virus-free or that there will be no third party interception.
- 8.3 You acknowledge that you are responsible for taking appropriate steps to keep your information, software, and equipment secure, including clearing your Internet browser's cache after using any PTEC features, services, tools, directories, and/or contents.
- 8.4 For tips relating to the Internet, application, and communications security, please visit: <https://www.csa.gov.sg/gosafeonline/>.

9. Hyperlinks and Third Party Systems

- 9.1 We provide no warranty and we take no responsibility for the availability and/or content of any other Internet site(s) and/or systems (not provided, owned, or operated by us) linked in any way to PTEC. Links appearing on PTEC are provided solely for

your convenience and do not constitute endorsements or recommendations by us. You acknowledge that your access to such other Internet sites or systems is at your own risk and is subject to the terms and conditions and/or privacy policies of such Internet sites or systems. We take no responsibility towards you or any third party for any damage or loss whatsoever arising from your access to or use of those Internet sites, systems, and/or third party information and materials.

- 9.2 You are required to obtain prior written permission from us before hyperlinking to, framing PTEC or any PTEC content, or engaging in similar activities. We reserve the right to impose conditions before granting our permission.
- 9.3 We reserve the right to object to or disable any link or frame to or from PTEC or to change the URL of the PTEC app and access.
- 9.4 For the avoidance of doubt, you will not hold us liable for any damage or loss resulting (directly or indirectly) from the use of any third party website or app, including, but not limited to, any damage or loss suffered as a result of reliance on the contents contained in or available from any such third party website or app.

10. Intellectual Property

- 10.1 All intellectual property in PTEC, including but not limited to source codes, pages, documents, images, graphics, trademarks, trade names, logos, audio recordings, and videos are protected by law. The intellectual property rights in these materials are owned by us or licensed to us by third parties. All rights are expressly reserved.
- 10.2 PTEC may not be reproduced, copied, distributed, published, uploaded, transmitted, or otherwise modified in any way and/or used for any commercial purposes whatsoever without our prior written permission.

11. General Disclaimer and Limitation of Liability

- 11.1 To the extent permitted under law, we exclude all conditions, warranties, representations or other terms which may apply to PTEC, whether expressed or implied.
- 11.2 We make no representations, warranties, guarantees, nor any other commitments, or accept any liability, to you in respect of the use or operation of PTEC, User Contributed Information, External Data, and/or other related matters, whether arising from usage, custom, or trade or by operation of law or otherwise, including but not limited to:
 - a. accuracy, completeness, reliability, timeliness, currency, quality, or fitness for any particular purpose of PTEC; and
 - b. that PTEC shall be error-free, virus-free, available without interruption or delay, or that any defects shall be rectified or corrected.

- 11.3 We take no liability towards you or any third party for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, including but not limited to direct, indirect, punitive, special or consequential damages, loss of income, loss of revenue, loss of profits, lost or damaged data, or damage to your computer, software, modem or other property, or otherwise, even if foreseeable, arising directly or indirectly from or in connection with PTEC including without limitation:
- a. your PTEC access and use;
 - b. any decision made or action taken by you or any third party in reliance upon PTEC, regardless of whether we have been advised of the possibility of such damage or loss;
 - c. any inaccuracy or incompleteness in, errors, or omissions in the information on or made available through PTEC;
 - d. your use, visits, or reliance on any statements, opinions, or other information in or made available through PTEC;
 - e. any loss of access or delay in the operation or transmission, communications failure, Internet access difficulties, or malfunctions in equipment or software;
 - f. computer viruses, third party interception, or other unauthorised software and activities;
 - g. the conduct or the views of any person who accesses or uses PTEC;
 - h. any External Data;
 - i. any User Contributed Information; and/or
 - j. data or information leakage, failure or stoppage of PTEC for any reason, including without limitation virus contamination, deliberate damage by hackers, failure of hardware software or systems, power failure, failure of telecommunications lines, or any criminal activity of a third party.
- 11.4 You acknowledge that we do not profit from, endorse, and we are not associated with any products, services, or organisations that may be mentioned in PTEC.
- 11.5 You further acknowledge that PTEC, recommendations, and related services should not be relied upon as a substitute for qualified medical advice. PTEC recommendations and related services are not intended or suitable for use in situations where their use, failure, delays, errors, or inaccuracies in the use, recommendations, contents, data, information provided by PTEC could lead to death, personal injury, physical harm, or any other form of harm, damage, or injury.

12. Indemnity

You agree to indemnify and hold us harmless, including our directors, officers, employees, affiliates, agents, contractors, and licensors, in respect of any claims (including infringements and third party claims), demands, losses, liabilities, costs, and expenses (including but not limited to legal costs), arising out of:

- a. your breach of these Terms;
- b. your use of PTEC;
- c. your access to, use, or amendment of any External Data;
- d. any User Contributed Information you have provided; and/or
- e. any action taken by us as part of our investigation of any suspected breach of these Terms or as a result of a finding or decision that a breach of these Terms has occurred.

13. Waiver

If there are obligations you need to perform or that you should have performed under these Terms, any inaction on our part to insist that you perform such obligations or the non-enforcement of our rights against you, shall not be taken that you do not have to comply with such obligations and that we have waived our rights against you. Waivers of a specific default on your part shall at all times be done by us in writing.

14. Variation of Terms

- 14.1 These Terms may, at any time be updated, without any notification. You should visit the PTEC page from time to time to review the Terms.
- 14.2 Any features, services, tools, directories, or contents that form part of the PTEC app may, at any time be modified or discontinued, without any notification.

15. Privacy Policy

- 15.1 As defined under PDPA, "Personal Data" means data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which we have or are likely to have access.
- 15.2 By providing us with your Personal Data, you consent to our collection, use, disclosure, and transfer of your Personal Data in accordance with this Privacy Policy, as may be updated from time to time, without any notification. If you do not accept and agree to comply with the terms of this Privacy Policy, please DO NOT provide us with your Personal Data.
- 15.3 If you provide us with Personal Data, belonging to other persons (e.g., family members), by submitting such Personal Data to PTEC, you warrant that you are authorised to act on their behalf and that they accept for their Personal Data to be made subject to this Privacy Policy.

15.4 For the avoidance of doubt, this Policy is not intended to supersede or replace any consents previously provided to us.

15.5 The purposes for which your Personal Data are collected, used, disclosed, and retained are as set out below:

- a. providing PTEC services and functions;
- b. setting up your PTEC account, managing your access, use, and your relationship with us;
- c. enabling the viewing and payment of outstanding medical bills through PTEC;
- d. uploading onto computer systems operated or managed by third parties (including various payment systems and the National Electronic Health Record system managed by MOH) to provide PTEC particularly tele-monitoring services and functions;
- e. accounting, risk management, record-keeping, corporate governance, audits, policy reviews, and security management, day-to-day business management, and administrative operations;
- f. network and service enhancements;
- g. research, planning, and statistical analysis, including satisfaction surveys to improve and personalise PTEC services;
- h. assisting with enquiries, obtaining feedback, informing about service upgrades and updates, personalising PTEC services, and recommending contents related to PTEC services and your health;
- i. legal and regulatory requirements (e.g., assistance to law enforcement, judicial, and other government agencies);
- j. administering and managing the relevant relationships to conduct and further our business and administrative operations;
- k. facilitating communications with individuals in connection with the PTEC services;
- l. to the extent necessary for our legal and business requirements and compliance with our obligations under applicable laws; and
- m. any other related purposes.

15.6 You acknowledge and agree that we may share your Personal Data:

- a. with government agencies and public healthcare institutions to enable us to provide you with better PTEC services;
- b. with MOH, relevant regulatory authority for healthcare professionals, statutory bodies, and public agencies to comply with their respective requirements, policies, and directives;
- c. with non-government agencies, non-public healthcare institutions, and other parties:
 - i. authorised to provide services on behalf of government agencies or public healthcare institutions;
 - ii. who are our service providers providing necessary services (e.g., IT services, hosting and maintenance services, organising events, accounting, data analytics services, email messaging services, delivery services, handling of payment transactions, marketing, etc.);
 - iii. who are our consultants or professional advisers (e.g., accountants, lawyers, and auditors); and
 - iv. who are authorised users of public health systems operated and/or initiated by the government.

15.7 You acknowledge and consent that your Personal Data may be transferred to a location outside of Singapore to attain the purposes set out in section 15.5 above. We will ensure to provide protection over your Personal Data equivalent at least to what the PDPA requires.

15.8 To safeguard your Personal Data and to provide security to communications made through PTEC, we deploy appropriate security technologies. However, no method of transmission over the Internet or method of electronic storage is 100% secure. Internet communications may be susceptible to interception or interference by third parties. We therefore cannot guarantee absolute security. You acknowledge and agree that we take no liability for any claims, losses, damages, and expenses arising from the damage, loss, or corruption to your Personal Data. We do not accept any liability for the authenticity, confidentiality, integrity, and security of any communications and other transactions made through PTEC.

15.9 PTEC may contain links to other websites, applications, and materials with different terms of use, data protection, and privacy practices that apply. You are encouraged to review such terms, policies, and notices and you agree to take sole responsibility for any and all decisions and actions taken, resulting from or in relation to the use of such other websites, applications and materials, in any way. We take no responsibility for such websites, applications, and materials towards you or any third party for any damages, losses, claims, and/or expenses, arising from your use of such other websites, applications, and materials.

16. Governing Law and Jurisdiction

16.1 These Terms shall be governed by and interpreted in accordance with the laws of Singapore. Subject to clause 16.2 below, any dispute arising out of or in connection with the Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in the Courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of the Courts of the Republic of Singapore. We reserve the right to commence or maintain any proceedings for such dispute in the court of any country claiming or having jurisdiction in respect thereof and you irrevocably waive any objections you may have to such proceedings being brought before any such court.

16.2 We may, at our sole discretion, refer any dispute referred to in clause 16.1 above to arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in Singapore in accordance with the SIAC rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.