Privacy Policy

Application of this Policy

1. This privacy policy (the "Policy") is issued pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) (the "PDPO"), and applies as between you (the "User", "you", or "your"); and Heals Healthcare (Asia) Limited whose registered address is at 18/F, Phase 1, China Taiping Tower, 8 Sunning Road, Causeway Bay, Hong Kong (for itself and/or its Affiliates) (collectively, the "Company", "we", "us", or "our") in connection with your use of (i) mobile application Heals Pass, (ii) our websites and any other applications developed, owned and maintained by us and/or by our Affiliates (collectively the "Application"). This Policy should be read together with the Application's Service Terms and Conditions (the "Terms and Conditions"), provided that, in the event of any inconsistency between this Policy and the Terms and Conditions concerning matters relating to personal data, this Policy shall prevail.

2. In this Policy, unless the context otherwise requires, the following words and expressions shall have the following meanings:

   "Affiliates" means our affiliates from time to time including, but not limited to, Checkpoint Limited, Doc Net Limited, Heals Clinic Limited, MyDoc Health Limited, Softlink Medical Solution Limited and Healthlink Pharmaceuticals Limited.

   "Application" has the meaning ascribed to it in clause 1 under "Application of this Policy".

   "Database" has the meaning ascribed to it in clause 3 under "Personal Data: What and Why?".

   "Direct Marketing Subjects" has the meaning ascribed to it in clause 3 under "Use of your Personal Data".

   "Medical Practitioner(s)" includes general medical practitioners registered on the General Register of the Medical Council of Hong Kong, specialist medical practitioners registered on the Specialist List of the Medical Council of Hong Kong, dentists and physiotherapists, Chinese medicine practitioners registered on the List of Registered Chinese Medicine Practitioners of the Chinese Medicine Council of Hong Kong, and chiropractors; and similar medical practitioners registered overseas.

   "Personal Data" has the meaning ascribed thereto in the PDPO and includes (without limitation), name, sex, date of birth, Hong Kong Identity Card number, title, aliases, telephone number, fax number, home address, organisation,

business address, email address, web address, occupation, position, personal identifiers, relationship status, medical records, and any other information provided to us by any party in (i) the registration process for, and (ii) the use of, the Application.

“PDPO” has the meaning ascribed to it in clause 1 under “Application of this Policy”.

“Representative” means any director, officer, employee, representative, adviser and/or agent.

“Retail Goods or Services” means sales of goods or provision of services in relation to any of the following (whether through physical or online channels or in any other media now known or available in the future): insurance services, healthcare and relaed service, medical check-up, medical and pharmaceutical services, therapists, hospitals and nursing homes, pharmaceutical products, food and beverages, restaurants, catering, groceries and household products, general merchandise, health and beauty, fragrance and cosmetics, wine and liquor, cigarette and cigar, stationary, books and paper products, confectionary and toys, clothing, shoes, baby products, pets products, fashion accessories, bags and luggage, jewellery, watches, furniture, plants and accessories, sports and leisure equipment, phones and mobile devices, electronics and electrical appliances, computer software and games, fuel, tutoring, mentoring, home cleaning, janitor services, landscape and plant maintenance services, agricultural services, part time house keeping, barber and salon services, gym and fitness services, laundry services, florists, catering services, vehicle towing, and motor vehicle services, business information services, business support services, brokerage services, conference and exhibition management services, consultancy and marketing research services, supply chain management, event and project management services, gaming services, advertising and public relations services, media production services, recreational services, banking, lending, investment and financial services, debt collection agencies, trust services, valuation services, secretarial services, data storage and management services, courier services, shipping services, graphic and interior design services, legal servicesaccounting. auditing, bookkeeping and taxation services, equipment rental services, hospitality services, internet services, telecommunication services, testing services, photography services, printing and publishing services, property management services, real estate agencies and management, security services, home inspection services, storage and warehousing services, utilities services, oil and gas distribution, remittance services, travel agencies and tourism services, airlines, boat, limousine, taxi, truck and other transportation services, childcare services, funeral services, investigative services, retail solutions, retail services and wholesales.

“Service Providers” means the Company’s third party representatives, contractors, agents, and/or advisers from time to time which provide, without

limitation, the Retail Goods and Services and other services as set out in clause 3 under “Use of your Personal Data”.

“Terms and Conditions” has the meaning ascribed to it in clause 1 under “Application of this Policy”.

Personal Data: What and Why?

1. We collect your Personal Data for ourself and on behalf of our Affiliates, your Medical Practitioner(s), and other third parties as set out in this Policy.

   In order for you to become a User of the Application, it is necessary for you to provide us with your Personal Data that is marked as being “mandatory”, including but not limited to your name, Hong Kong Identity Card Number, gender, date of birth, address, contact number, emergency contact person and emergency contact number If you are unable or unwilling to provide us with complete and correct Personal Data that is stated as mandatory, we will not be able to provide or continue to provide the services or benefits under the Application to you.

2. We may also request other information about you, including but not limited to your medical records, any drug allergies, any long-term/chronic diseases/medication, and/or any procedures performed (if any). It is entirely voluntary for you to provide this and other information which is not marked as “mandatory” in the relevant registration form and/or order form (though please note that such personal data are used for the purpose of improving our understanding of our Application’s users and providing better products and/or services).

3. While any rights, title, and interests in and to your Personal Data uploaded to the Application by any Users shall be the sole and exclusive property of, and owned by, the respective User who provided/uploaded the Personal Data, the database of Personal Data collected and/or stored in the Application, and any and all rights, title, and interests (including, without limitation, any Intellectual Property) in the aggregate and compilation of the Personal Data (the “Database”) shall be the sole and exclusive property of, and owned by, the Company. You acknowledge that we shall have the right to collect, hold, process and/or use, the Personal Data in the Database in each case for the purposes as set out in, and in accordance with, this Policy.

4. Except for the purposes as set out in, and in accordance with, this Policy, we shall keep your Personal Data confidential. Our policies and practices with respect to the collection, use, retention, disclosure, transfer, security, and access of your Personal Data shall be in accordance with the laws of Hong Kong (including, but not limited to, the PDPO), and are as set out in this Policy.

5. Notwithstanding the foregoing, we may receive your Personal Data through third party sources, including, but not limited to, your Medical Practitioner(s), hospitals, clinics and/or healthcare service providers (both public and private), and/or our Affiliates and/or Service Providers (if you have previously submitted such Personal Data to any of the foregoing). We are not responsible for the collection, use, retention, disclosure, transfer, security, and/or access of your Personal Data by or from such third party sources, and we recommend you examine the privacy policy of any third parties to understand their procedures for collecting, using, and disclosing personal data.

6. When you use the Application, we also automatically receive and collect information in relation to your browser, operating system (type and version), equipment identifier (e.g. IMEI), device type/manufacturer, network type, wireless carrier/operator (as applicable). This information is anonymous, and cannot be used to identify you (and so is not Personal Data for the purpose of this Policy), but will also help us to improve our understanding of the Application's users, and provide better products and/or services.

Use of your Personal Data

1. You agree that all the Personal Data about you, and all information relating to your access to, and use of, the Application may be used and retained for:

    A. registering you as a User;

    B. providing you with the services under and through the Application as stated in, and in accordance with, the Terms and Conditions;

    C. following registration as a User, accessing your account information (including, but not limited to, your name, sex, address, etc) and managing your account (including, but not limited to, updating your personal information, changing your password, subscribing/unsubscribing from direct marketing, etc);

    D. electronically storing your medical records;

    E. allowing you to make and manage appointments of Medical Practitioner(s);

    F. allowing you to receive and manage drug prescriptions and arrange for the purchase of drugs, medication and related products, sending you drug reminders (schedules and dosage, etc);

    G. making enquiries, complaints, and/or suggestions to us (including, but not limited to, through the Application and/or by email);

    H. seeking your feedback, including through surveys, in relation to the Application (including, but not limited to, through the Application and/or by email);

    I. improving the Application, and our products and services;

J. the normal management, operation, maintenance, and support of the Application;

K. sending you in-app notifications and/or push notifications to your mobile device, and/or emails relating to the foregoing;

L. allowing mobile payment via third party payment gateway;

M. managing insurance claims and providing insurance administration service;

N. subject to your consent, sending you direct marketing in accordance with this Policy ; and

O. other purposes ancillary or related to the above.

2. You also agree that all the Personal Data provided by you to us and all information relating to your access to, and use of, the Application may be used and retained by us for:

   A. carrying out data sorting and analysis to enable us to better understand your characteristics and behaviour and to provide other services better tailored to your needs, and to assist us in selecting Retail Goods or Services that are likely to be of interest to you;

   B. providing you with regular communications from us with details of the Application and its benefits;

   C. designing new or improving existing services provided by us to you;

   D. investigation of complaints, suspected suspicious transactions, and research for service improvement;

   E. prevention or detection of crime;

   F. disclosure as required by law or Court orders;

   G. aggregated behavioural analysis, including using anonymised Personal Data for data science studies and data mining.

3. Subject to your consent, we would also like to use your Personal Data to send direct marketing to you (whether by in-app messages and/or notifications, and/or push notifications to your mobile device, post, email, telephone, SMS, or other media whether now known or available in the future) in relation to offers and promotions from the Company, the Company's Affiiliates, and the Company's Service Providers in relation to the following types of goods and services:

   A. Retail Goods or Services;

   B. exhibition, import and export services and trading;

   C. financial, insurance, banking and credit cards;

   D. transportation, travel and accommodation;

   E. sports, leisure, recreation and entertainment;

   F. telecommunications products and services; and

G. e-commerce (including trading and payment platforms and online auctions)

(together the “Direct Marketing Subjects”).

Please note that we cannot so use your Personal Data for such direct marketing purposes unless we have received your consent.

4. Subject to your consent, we may disclose and transfer (whether in Hong Kong or abroad) to our Affiliates and Service Providers (including for gain) so that they may send you direct marketing in relation to the Direct Marketing Subjects.

5. We may also disclose and transfer (whether in Hong Kong or abroad) your Personal Data:

   A. to your Medical Practitioner(s) so that your Medical Practitioner(s) may provide medical services to you via the Application and/or other applications or platforms used by your Medical Practitioner(s) for purposes of providing medical services to you (subject to their terms of service with you), update your medical records, manage the appointments of your Medical Practitioner(s), and update the Application to send you drug reminders (schedules and dosage, etc);

   B. to our Affiliates and/or our Service Providers so that they may provide development and maintenance, administrative, data processing, research and marketing, distribution, telecommunications, digital storage, data analytics for commercialization purpose, professional, or other similar services to us;

   C. to our Affiliates and/or our Service Providers (including for gain) for purposes set out in clause 1 under "Use of Personal Data" and for aggregated behavioural analysis, including using anonymised Personal Data for data science studies and data mining; and/or

   D. to your insurer(s) so that they may process any administration requests or claims in respect of your insurance policies and provide any other services to you;

   E. to any of our actual or proposed assignees or transferees of our rights with respect to your Personal Data in connection with a re-structuring of the Company and/or its group of companies, and/or merger (e.g. between the Company and a third party), sale, or transfer (whether of assets or shares, in whole or in part), to use, hold, process, or retain such Personal Data for the purposes mentioned in this Policy.

   F. You may opt-out of receiving direct marketing materials from us, our Affiliates and/or our Service Providers at any time by contacting us via the contact details set out below.

Family members' Personal Data

1. Through your use of the Application, you may, in your discretion, open sub-accounts for your family members subject to their consent.

2. We will use any of your family members' Personal Data that you submit through the Application for the purposes set out in this Policy, and this Policy shall apply to any such Personal Data.

3. By submitting any of your family members' Personal Data, you warrant to us that:

    A. you have obtained any such family members' consent to do so;

    B. you have notified them of this Policy and explained to them that we will use their Personal Data as set out in this Policy; and

    C. such Personal Data is true, accurate, and complete.

4. Notwithstanding the foregoing, we confirm that we will not send (and will not allow any of our Affiliates and/or Service Providers to send) your family members any direct marketing without first obtaining their consent.

5. You acknowledge and agree that we shall not be responsible for any false, inaccurate, and/or incomplete Personal Data provided to us.

6. To the fullest extent permissible by applicable law, you agree to indemnify, defend, and hold harmless the Company, its Affiliates, and their respective Representatives fully from and against any and all claims, losses, liabilities, damages, costs and/or expenses (direct and/or indirect, and including legal fees and expenses on a full indemnity basis) arising out of, or resulting from, any breach, alleged breach or non-performance by you of your warranties and/or obligations under this Policy, and/or any of your acts of omissions.

Data Security

We will take reasonable steps to ensure all data we collect is stored in a secure environment accessed only by authorised persons.

Third party links

1. When you click on links in our Application, such links may direct you away from our Application. We are not responsible for the privacy practices of other websites or applications, and encourage you to read their privacy statements.

2. Once you leave our Application, or are redirected to a third party website or application, please note that those websites and/or applications do not operate under this Policy or our Terms and Conditions. We recommend you examine the privacy policy posted on those other web sites and/or applications to understand their procedures for collecting, using, and disclosing personal data.

Changes to this Policy

We reserve the right to modify this Policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the Application. If we make material changes to this Policy, we will notify you (including, but not limited to, through the Application and/or by email) that it has been updated and seek your consent with respect to any such material changes where necessary. If you do not accept the changes, you may not be able to use the Application.

Your rights in relation to your Personal Data

1. You have the right to:
    A. check whether we hold any of your Personal Data;
    B. access your Personal Data held by us;
    C. require us to correct any Personal Data which is inaccurate;
    D. ascertain our policies and practices (from time to time) in relation to Personal Data and the type of Personal Data held by us; and
    E. opt out from receiving direct marketing materials from us, our Affiliates and/or our Service Providers at any time
2. If you would like to make a request in relation to the above (or make any general enquiries), please send us your request or enquiry in writing by post or email addressed to:

    Chief Operating Officer
    Heals Healthcare (Asia) Limited
    18/F, Phase 1, China Taiping Tower
    8 Sunning Road,
    Causeway Bay
    Hong Kong

    Email address: info@heals.asia

3. In accordance with the PDPO, we have the right to charge you a reasonable fee for the processing of any Personal Data access request.

Miscellaneous

1. Nothing in this Policy shall limit your rights under the PDPO.

2. Assignment. You shall not assign any of your rights or obligations under this Policy to any third party without our prior written consent. We have the right to assign any of our rights or obligations under this Policy at any time. You agree that you shall, in the event of any such assignment of our obligations, release us from any of our obligations, provided that the relevant assignee agrees to assume any and all such obligations.

3. Force majeure. If, by any reason of any event of force majeure or acts of God which shall directly or indirectly cause any party to these Terms to be delayed in, or prevented from, performing any of the provisions of these Terms, then such delay or non-performance shall not be deemed to be a breach of these Terms, and no party shall be responsible or liable to the other for such failure in delay or performance, and no loss or damage shall be claimed by any party hereto from the other by reason thereof.

4. Severability. The provisions of this Policy shall be severable, and if any provision, or part-provision, of this Policy shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision, or part-provision, of this Policy, and the remainder of this Policy, disregarding such illegal, invalid or unenforceable provision, or part-provision, shall continue in full force and effect as through such illegal, invalid, or unenforceable provision, or part-provision, had not been contained in this Policy.

5. Waiver. No provision of this Policy shall be deemed waived, unless such waiver shall be in writing and signed by the party against which the waiver is sought to be enforced. The waiver by a party of any breach of any provision, or part provision, of this Policy by another party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself. No single or partial exercise of any right or remedy shall prevent or restrict further exercise of that or any other right or remedy.

6. Third party rights. This Policy does not create any right enforceable by any person who is not a party to these Terms under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), irrespective of whether or not a clause of this Policy confers or purports to confer a benefit on such person.

7. Governing law and jurisdiction. This Policy, and any disputes, controversies, differences, or claims arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims), are, and shall be, governed by, and construed in accordance with, the laws of Hong Kong, and each of the parties irrevocably submits to the exclusive jurisdiction of the Hong Kong courts.

Last Updated: October 2024