

## **PRIVACY AND DATA PROTECTION POLICY (“PRIVACY POLICY”)**

This Privacy Policy sets out the basis on which Adept Health Pte. Ltd. (“Adept”, “we”, “us”, or “our”) may collect, use, disclose or otherwise process your or Member’s personal data when you use our website at <https://www.adepthealth.com.sg/> and/or the mobile applications operated by Adept , or otherwise use any services provided by Adept (collectively, “Platforms”) in accordance with the Personal Data Protection Act 2012 (“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 the terms and conditions relating to our services, 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:

“Member” means an eligible person belonging to a Participating Insurance Programme who is entitled to claim benefits pursuant to such Participating Insurance Programme, including but not limited to direct reimbursement underwritten by the Participating Insurance Company.

“Participating Insurance” means any insurance companies:

- (a) that Adept has established a Participating Insurance Programme with; or
- (b) that have engaged Adept to administer their Participating Insurance Programme.

“Participating Insurance Programme” means any partnership programmes:

- (a) that Adept established with a Participating Insurance; or
- (b) established by a Participating Insurance pursuant to a written agreement between the Member and the Participating Insurance, or any other written agreement entered into by the Member which is administered by the Participating Insurance,

under which a Member is entitled to claim benefits.

“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 or your Authorised Representative’s (as defined below) name, e-mail address, and other details such as the treatment provider or healthcare facility that you represent;
- b. Personally-identifiable information that you provide to us in relation to a Member including their name, identification numbers such as NRIC, Passport Number, FIN, residential address, email address, telephone number, nationality, gender and date of birth;

- c. Personally-identifiable medical and health-related information which you provide to us in relation to a Member (including information or records relating to a Member's medical or health history, medical claims, health status, laboratory testing results, diagnostic images, photographs);
  - d. Personally-identifiable medical and health information about a Member prepared by you or a third party and provided to us in connection with the services available on the Platforms;
  - e. Billing information that you provide us (e.g. credit card or online payment system account information);
  - f. Information about the computer or mobile device you are using;
  - g. Geographical location or address; or
  - h. 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. Generally, we do not collect any 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 the personal data to us (your "Authorised Representative", which could include clinicians, medical professionals or other employees engaged by you) 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 the personal data for a purpose which has not been notified to you (except where permitted or authorised by law).
5. You shall procure that each Authorised Representative and Member accepts and consents, to Adept's collection and use of his/her Personal Data for purposes set out in this Privacy Policy.
6. We may collect and use the 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 services requested by you, including processing or facilitating the processing of the claims you provided via the Platforms;
  - b. verifying your identity or the identity of the Member;
  - c. responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
  - d. managing your relationship with us;
  - e. processing payment or credit transactions;
  - f. 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);
  - g. notifying you when Platform updates are available;
  - h. marketing and promoting the Platforms, and the services offered on the Platforms to you;

- i. 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;
- j. converting the personal data to anonymised data for the purposes of analytics and market research;
- k. any other purposes for which you have provided the information;
- l. 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
- m. 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.

7. We may rely on the permitted exceptions under the PDPA to collect, use and disclose personal data without your consent, including but not limited to the “legitimate interests” exception, for the purposes of detecting and preventing fraud and misuse of our services.
8. **Collection, Use & Disclosure of Images:** Without prejudice to any other provision of this Privacy Policy, please note that the Platforms may collect certain images such as diagnostic images or photographs or images of claims-related documents of a Member. Such images may be collected when you upload such images on the Platforms or are provided by relevant third parties. We will only use the images for the purposes as set out in Clause 6 above, such as processing or facilitating the processing of a Member’s claims.

Such images may also be disclosed to our subsidiaries, related companies, affiliates, partners or other relevant parties in accordance with Clause 10 below and will be retained in accordance with our retention policy as set out in Clauses 24 and 25.

9. As you use the Platforms or its services, certain information may be passively collected:
  - a. Site Activity Information: We may keep track of some of the actions you take on the Platforms, such as the content of searches you perform;
  - b. Access Device and Browser Information: When you access the Platforms 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 Platforms and services easier to use, to improve our algorithm for personalization and show you advertisements tailored to your interests and preferences, and to protect both you and Adept. 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 Platforms. We presently do not honour “Do Not Track” requests across all parts of our Platforms.

- d. Real-Time Location: Certain features of the Platforms use GPS technology to collect real-time information about the location of your device.
  - 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 Platforms. Google Analytics uses Cookies to collect information such as how often users visit the Platforms, what pages they visit, and what other sites they used prior to coming to the Platforms. We use the information we get from Google Analytics only to improve our Platforms and services. Google Analytics collects only the IP address assigned to you on the date you visit the Platforms, 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 Platforms, 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 Platforms is restricted by the Google Analytics Terms of Use and the Google Privacy Policy.
10. We may disclose the personal data you provided where: (i) such disclosure is required for performing obligations in the course of or in connection with our provision of the 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 the Member’s claims (which may include the Member’s insurer from the Participating Insurance). In such circumstances, we may disclose the Member’s 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, 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 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 the Members or 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 Adept’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.
11. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us 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).
  12. 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 Platforms, 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**

13. The consent that you provide for the collection, use and disclosure of the personal data you provided 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 the 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.
14. 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.
15. 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 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 13 above.
16. 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 24 to 25 below.

### **ACCESS TO AND CORRECTION OF PERSONAL DATA**

17. If you wish to make (a) an access request for access to a copy of the personal data you provided or information about the ways in which we use or disclose the personal data, or (b) a correction request to correct or update any of the personal data which

you have provided to us, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below. Such request shall be made in the prescribed form which we will provide, and 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.

18. 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.
19. 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**

20. To safeguard the personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures and privacy-enhancing technologies 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.
21. 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 the personal data and are constantly reviewing and enhancing our information security measures.

### **ACCURACY OF PERSONAL DATA**

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

### **ACCOUNT DELETION & RETENTION OF PERSONAL DATA**

23. If you wish to delete your account on the Platforms, you can do so by navigating to the "Account Deletion" page within our Platforms or by contacting [dpo@adepthealth.com.sg](mailto:dpo@adepthealth.com.sg) or by any other means as we may specify from time to time. After such termination, Adept will have no further obligation to provide any of its services to you, and subject to applicable law, reserves the right to retain, delete or destroy all information, communication and materials stored or posted on the Platforms pursuant to its internal record retention and/or content destruction policies.

24. We may retain the 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.
25. We will cease to retain the personal data, or remove the means by which the data can be associated with you or the Member (as the case may be), 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**

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

### **DATA PROTECTION OFFICER**

27. 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: [dpo@adepthealth.com.sg](mailto:dpo@adepthealth.com.sg)

### **EFFECT OF PRIVACY POLICY AND CHANGES TO PRIVACY POLICY**

28. 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 the personal data by us.
29. 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 : 17 February 2025

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