Pacific Rehab & Therapy Terms of Use

### **Disclaimer**

Pacific Rehabilitation & Pacific Rehab & Therapy is a rehab care provider in Singapore. We connect families and healthcare facilities with registered Allied Health Professionals to help you be there for the ones you love and to enable sufficient rehab staffing for healthcare facilities, respectively. Pacificrehab.com.sg does not endorse any therapists nor is it responsible for the conduct of any therapist provider.Pacificrehab.com provides information and tools to help connect and make informed decisions. However, each individual is solely responsible for selecting an appropriate care provider or care seeker for themselves or their families and healthcare organization and for complying with all applicable laws in connection with any engagement.

“Pacific Rehab & Therapy” are service marks or registered service marks of Pacific Rehab & Therapy © 2019 All rights reserved.

### **Definitions**

In these Terms of Use, unless the contrary is specified or the context otherwise requires:

The following words or phrases shall have the meanings ascribed to them as follows:

“Therapist” means Allied Care professional, and certified self-employed therapist or Allied Health Professionals, or any other person or company working for or on behalf of a Care Business and verified by an authorized body in the area of care.

“Company / Pacific Rehab & Therapy ” means Pacific Rehab & Therapy Pte Ltd (a company incorporated under the laws of the Republic of Singapore and holding registered company number: 201823673G), whose registered office is at 50 Chin Swee Road, #09-04 Thong Chai Building Singapore 169874 including where the context so allows, its shareholders, employees, affiliates, associated and contracted persons, companies or businesses supplying services to the Company.

“Job” or “Work” means – work carried out by any Therapist and/or Care Business, for or on behalf of any Rehabseeker

“Service” means any service or procedure used/provided by the Company to any Rehabseeker and includes, but is not limited to: information, products and services provided by telephone, fax or mail, on the Website or by E-mail, further details of which are contained within these Terms and Conditions and in other parts of the Website.

“Third Party” or “Third Parties” means – person, persons, company or companies, websites or any other business or enterprise that is being referred to, in the context of these Terms and Conditions, as being other than the Company or a Member.

“Rehabseeker” means any person, company or other organization or entity using the Services of the Company in order to be introduced to one another and/or use or render the services of any introduced user of the Company, and also includes any member.

“Website” means – the entire web site accessible at or through [www.pacificrehab.com.sg](http://www.pacificrehab.com.sg) / [www.pacificlocum.com](http://www.pacificlocum.com) including any web portal, job portal, e-commerce portal, BYOB-business portal, and the content contained therein, as well as any program for accessing the same through mobile technology, where such portals or content are under the editorial control of authorized members of the Company.

“Your Information” means – any information you provide to us or any other User in relation to or in connection with any Service including information provided during registration, Job listings, the rating of Rehabseekers and any other communication processes arising as a result of your use of any Service or the Website.

### **User Agreement**

In consideration of the Company making the Website and the Services available to you, and by accessing or using this website and any Service herein, you agree to be bound by these Terms of Use. You are offered use of the Service based on the terms and conditions set out below which should be read in conjunction with our Privacy Policy and Payment Terms which are hereby specifically incorporated by reference. These terms and conditions were last modified on 1 August 2020.

All access of any part [www.pacificlocum.com](http://www.pacificlocum.com) and [www.pacificrehab.com.sg](http://www.pacificrehab.com.sg)  (**“Websites”**) is governed by the terms and conditions below and our Privacy Policy located at [www.pacificrehab.com.sg](http://www.pacificrehab.com.sg) / [www.pacific](http://www.pacific)locum.com (**“Terms”**). The Websites are collectively referred to as **“Pacific Rehabilitation / Pacific Rehab & Therapy”**. If you do not accept any of these Terms, please discontinue the use or access of Pacific Rehab & Therapy immediately.

1.2 By continuing, you acknowledge that you have read and understood these Terms and agree to be bound by these Terms.

1.3 In these Terms, the words “we”, “our” and “us” refer to the “**Pacific Rehab & Therapy ”**).

2.0 **Access to Pacific Rehab & Therapy**

2.1 Everyone may access the publicly available content on Pacific Rehab & Therapy. However, you may be required to register for an account with us before you are entitled to use certain functionalities within Pacific Rehab & Therapy .

2.2 The accessibility and operation of Pacific Rehab & Therapy rely on systems, databases and technologies not within our control. We do not guarantee continuous accessibility or uninterrupted operation of Pacific Rehab & Therapy. We will not be liable to you if, for any reason, access to Pacific Rehab & Therapy is delayed or unavailable for any period of time.

2.3 We may at any time change, suspend, or discontinue , any of its content, and/or access to part or all of it, without notice and for any reason.

2.4 During the use and access to Pacific Rehab & Therapy, you are required to:

1. comply with all applicable local and international laws and regulations when using Pacific Rehab & Therapy
2. not access any information or data concerning another person without his/her permission;
3. not use Pacific Rehab & Therapy in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, bugs or harmful data, into Pacific Rehab & Therapy or any computer system;
4. not infringe our intellectual property rights or those of any third party in relation to your use of Pacific Rehab & Therapy.
5. not submit, publish, transmit, post or upload any material that is factually inaccurate, misleading, deceptive, in contempt of any court, defamatory, offensive, threatening, discriminatory, racist, seditious, obscene, pornographic, indecent, or otherwise objectionable to the general public in relation to your use of Pacific Rehab & Therapy
6. not use Pacific Rehab & Therapy in a way that could damage, disable, overburden, impair or compromise our systems, databases, servers or security or interfere with other users; and
7. not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running any features, services, tools, directories or content on Pacific Rehab & Therapy
8. In the event of a non-compliance with Section 2.4, we reserve the right to terminate or restrict your access to part or all of Pacific Rehab & Therapy for any reason at any time without prior notice.
	1. **"General disclaimer – Rehabseekers"**

In using this Website or any Service as a Rehab Seeker, you hereby acknowledge and agree that :

1. It is your responsibility to confirm the suitability of the therapists you have selected and that the Pacific Rehab & Therapy makes no warranty regarding any goods or services obtained through an introduction made via the Website or any Service or any transactions entered into through the Website.
2. Pacific Rehab & Therapy relies on data provided by Therapists and Third Parties to determine which Therapists are included in the database accessible via the Website and does not endorse any specific Therapist
3. Whilst Pacific Rehab & Therapy shall use its reasonable endeavors to do so, it does not guarantee to be able to find a Therapist suitable for undertaking a Job whether by reason of geographical restrictions or otherwise.
4. Pacific Rehab & Therapy shall not be held liable to you in respect of any contract or other agreement entered into between any Rehabseeker and any Therapist. In particular, but without limitation, Pacific Rehab & Therapy shall not be held liable in relation to the quality or fitness of any Work performed or omitted to be performed by any Therapist and accordingly shall not be liable to you for any occurrence or omission resulting from the introduction of the Therapist to you, including but not limited to any direct, indirect or consequential or inconsequential loss of any kind suffered by you howsoever arising.

e . Although the Company provides you with tools to help you connect with Caregivers and make informed decisions, you are solely responsible for selecting an appropriate Therapist, including making any inquiries or requesting for evidence of any specific trade or professional qualifications where necessary.

f . Where you are seeking care on behalf of another person (“care recipient”), you warrant and guarantee that you are fully and lawfully authorised to furnish any and all personal information concerning the care recipient, including agreeing to these Terms of Use.

#### 2.6 **General disclaimer – Therapists"**

In using this Website or any Service as a Therapist , you hereby acknowledge and agree that :

a . Pacific Rehab & Therapy relies on you to specify and describe your Job requirements, and the Company makes no warranty for the accuracy or completeness of any information provided by you, for which you are solely responsible.

b . Pacific Rehab & Therapy makes no guarantee to refer any Jobs to you.

c . Pacific Rehab & Therapy makes no warranty as to the availability or suitability of any particular Job.

d. Where a specific trade accreditation or registration is required to be held by a you for any particular Job, you shall, where requested by the Rehabseeker, furnish at your own cost to the Rehabseeker and Pacific Rehab & Therapy evidence of the relevant accreditation or registration prior to commencement of the Job.

e . You are solely responsible for ensuring that you possess the necessary certifications if any to tender for any Job and that you are appropriately qualified and competent to complete any Job you tendered for. In addition, you must ensure that you are physically and legally able to perform the Work specified in any Job description you tender for.

f . In relation to any specific Job, Pacific Rehab & Therapy shall not be liable to you for any occurrence resulting from the introduction of the Pacific Rehab & Therapy to you, including but not limited to any direct, indirect or consequential or inconsequential loss of any kind suffered by you howsoever arising.

g . Where you advise us of your certifications as part of our registration process, we may (at our discretion) verify your certification, although the validity of the certificate remains your responsibility.

i. Pacific Rehab & Therapy does not employ, recommend or endorse any Therapist.

j . Although Pacific Rehab & Therapy provides you to connect with Rehabseekers and make informed decisions, you are solely responsible for selecting an appropriate Rehabseeker and for complying with all applicable laws in respect of your professional work.

k. Pacific Rehab & Therapy does not verify or guarantee any trade accreditation or registration (or the validity thereof) whether on its own or on any person’s behalf, and shall not be liable to you for any such verification or guarantee or the failure to provide the same.

l. You do hereby agree and accept that you are NOT an employee of Pacific Rehab & Therapy and you shall bear full responsibility for any personal and/or any other taxes and/or fees payable as mandated by law to the relevant authorities. Pacific Rehab & Therapy does not make and shall not liable for any CPF contributions whatsoever.

#### **2.7 Privacy and data protection and exchange of information"**

a. You expressly consent to uses and disclosures of Your Information as set out in the Pacific Rehab & Therapy Privacy Policy.

b . Pacific Rehab & Therapy holds Your Information on a database and as part of the business System strictly in accordance with its Privacy Policy.

c . Pacific Rehab & Therapy will use its reasonable endeavours to use information details of Job requests by Rehabseeker to select a suitable Therapist. Should the Rehabseeker express an interest in quoting for the Job, suitable contact details will be sent to both the Rehabseeker and the Therapist concerned.

d . Pacific Rehab & Therapy will make User profile information available to other Users, including ratings and comments from Rehabseeker in relation to historic Jobs available for Members and non-Members to see at any stage on the Website.

e . If for any reason you do not wish any or all of Your Information to be used in the way set out in these Terms and Conditions then please do not use the Services of the Company.

f . Pacific Rehab & Therapy shall provide, on request from any Rehabseeker, a copy of any data held by te Company in respect of the requesting Rehabseeker on receipt of proof of identity.

g . Therapist agree not to use any personal contact information of any other Therapists provided via the Service or the Website for any unsolicited or commercial messages save as expressly authorised by these Terms and Conditions or where expressly authorised by the particular therapist following adequate disclosure of the purpose(s). In addition, therapist agrees to only use such information in accordance with applicable laws and regulations, including without limitation data protection and privacy laws.

h . In addition, under no circumstances, except as defined in this Section, can a therapist disclose personally identifiable information about another therapist to any Third Party obtained as a result of the Services without the Company’s consent and the consent of such other therapist after adequate disclosure.

#### **2.8 Disclaimer of warranties"**

a. The Website and the Services are provided on an “as is” and “as available” basis and Pacific Rehab & Therapy makes no warranties or representations, whether express or implied, in relation to the Website or the Services, including but not limited to, implied warranties or conditions of completeness, accuracy, satisfactory quality and fitness for a particular purpose.

b . Pacific Rehab & Therapy makes no warranty that the Website or use of the Services will meet your requirements or will be uninterrupted, timely, secure or error-free.

c . No warranty is given by Pacific Rehab & Therapy as to results that may be obtained or the accuracy of any information obtained through the Website or the Services or that any defects in the Website or the Services will be corrected and you understand and agree that any material or data obtained through use of the Website or the Services is at your own discretion and risk.

#### **2.9 "Your information"**

a . You are solely responsible for Your Information. You agree to provide true, accurate, current and complete information to Pacific Rehab & Therapy . You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

b . Your Information and your activities on the Website must not be false, inaccurate or misleading, offensive, menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights. Your Information must not infringe any Third Party’s copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy, be fraudulent, be in breach of any applicable laws or regulations (including, but not limited to, consumer protection, unfair competition, anti-discrimination, false advertising), be obscene, indecent or contain pornography.

c . Your Information must not create liability for Pacific Rehab & Therapy or cause Pacific Rehab & Therapy to lose (in whole or in part) the services of its ISPs or other suppliers. Your Information must not link directly or indirectly to any other website.

d . To enable Pacific Rehab & Therapy to use Your Information, you grant to the Company a non-exclusive, world-wide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) licence to exercise any and all copyright, trade mark, publicity, and database rights you have in Your Information or any part thereof, in any media whether or not currently known; You also waive all moral rights you have in Your Information to the fullest extent permitted by law.

e . Your Information may not contain any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any System, data or personal information. Your Information may not contain anything to cause the Website to be interrupted, damaged, rendered less efficient or affected such that the effectiveness or functionality of the Website is in any way impaired.

f . You hereby acknowledge that Pacific Rehab & Therapy shall be entitled to edit, modify or remove any part or parts of Your Information which it considers in its sole and absolute discretion to be in breach of any of the provisions of these Terms and Conditions.

**3.0 "Your obligations"**

In addition to any other obligations herein, you :

a . may not submit, offer or tender for Jobs which are prohibited by Law;

b . are responsible for procuring the necessary equipment and the payment of telephone charges necessary to access the Website;

c . accept responsibility for any content you provide on the Website;

d . agree not to copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Your Information) from the Website without Pacific Rehab & Therapy prior written permission;

e . agree not to use the Website or the Services for any illegal purpose and to use the Website or the Services in accordance with all relevant laws;

f . agree not to use the Website or the Services to transmit or post any chain letters or any material for the purposes of publicity, promotion and/or advertising;

g . agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without the Company’s express written permission;

h . agree not use the Website or Services as source of targeting material or contact data for any kind of telemarketing, direct marketing, viral or other electronic marketing activity on your own behalf or on behalf or for the benefit of a Third Party;

i . agree not to bypass measures we may use now or in the future to prevent or restrict access to the Website or certain information contained therein;

j . agree that in the event that you have any right, claim or action against any User arising out of the use of the Website or the Service, then you will pursue such right, claim or action independently of, or without recourse to, the Company;

k . acknowledge that Pacific Rehab & Therapy may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Service. Cause for such termination or suspension shall include offensive and abusive content reported;

l . further acknowledge that Pacific Rehab & Therapy may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.

 **3.1 . "The company’s rights"**

a . Pacific Rehab & Therapy reserves the right to modify or discontinue all or part of, temporarily or permanently, the Website or any Service without notice to you and you confirm that Pacific Rehab & Therapy shall not be liable to you or any Third Party for any modification to or discontinuance of the Website or the Service.

b . Pacific Rehab & Therapy may amend these Terms of Use from time to time and shall post such amendments on the Website and shall update the date upon which these Terms of Use were last modified. Your continued use of the Website and any Service after the date of each amendment will constitute your acceptance of the amended Terms of Use.

c . The content, layout and organisation of the Website shall be subject to variation at the sole discretion of Pacific Rehab & Therapy .

d . In the event of Pacific Rehab & Therapy publication of the Website being restricted, curtailed or prevented by any law or any other act or thing beyond Pacific Rehab & Therapy control, Pacific Rehab & Therapy may at any time, notwithstanding anything contained in this Agreement, forthwith terminate this Agreement in whole or in part.

#### **3.2  "Intellectual property rights**

#### a**.** To the extent that all copyright and other intellectual property rights throughout the world in Your Information does not vest in Pacific Rehab & Therapy by operation of law or the other provisions of this Agreement, you hereby grant to the Pacific Rehab & Therapy (free of charge) an exclusive, perpetual, world-wide royalty-free licence to use such information for any purpose.

b. You hereby acknowledge that all present and future copyright and other intellectual property rights subsisting in, or used in connection with, the Website (the “Rights”), including the manner in which the Website is presented or appears and all information and documentation relating thereto is the property of *Pacific Rehab & Therapy* and nothing contained herein shall be construed so as to transfer any such rights to you.

C. Without prejudice to the generality of the foregoing, if and to the extent that you own any or all of the Rights, you hereby irrevocably and unconditionally assign the Rights, with full title guarantee, to the Company for the full period of copyright and all renewals extensions and/or revivals thereof and thereafter in perpetuity, throughout the world.

#### **3.3 Indemnity"**

a. You agree to indemnify Pacific Rehab & Therapy forthwith on demand and hold the Company harmless against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by the Company in connection with any claims, actual or threatened, of any kind (including without limitation any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, false or misleading advertising or sales practices) arising from the provision of Your Information (regardless whether such information is your own personal information or personal information of another person) or from your use of the Website or any Service.

**3.4.** **Limitation of liability"**

a . Neither party shall, nor shall it purport to, exclude or restrict liability for death or personal injury resulting from the negligence of it or its employees, servants or agents acting in the course of their employment.

b . You acknowledge that Pacific Rehab & Therapy has no effective control over the information that can be accessed by using the Website and any Service, and that Pacific Rehab & Therapy may not be in a position to examine your use of the Services or the nature of the information you are sending or uploading, and you shall therefore not hold Pacific Rehab & Therapy liable in any way in relation to the transmission or reception of any such information.

c . Pacific Rehab & Therapy does not represent that the information contained in the Website or in any communication from the Company, including but not limited to telephone conversations, E-mails and letters, is accurate, verified, current, comprehensive or complete and such information may contain inaccuracies, typographical, human and/or machine errors, or omissions.

d . Pacific Rehab & Therapy shall not be liable in any circumstances for any direct, indirect, consequential or special damages arising from use of the Website or any Service.

f . Where you rely or act upon any of the information contained within the Website or any Service, you do so entirely at their own risk.

g . E-mails that are automatically generated from information provided by Users are not under the editorial control of the Company and therefore do not necessarily reflect the opinions, positions and/or beliefs of the Company.

h . Pacific Rehab & Therapy is not responsible and cannot be held liable for any inaccuracies, the validity, reliability, any falsehoods, misrepresentations, defamatory language or words, libellous statements, fraudulent activities or any other damaging words, sentences or statements contained in the components of E-mails that are not under the editorial control of the Company.

i . To the extent permissible by law, Pacific Rehab & Therapy shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use of the Website or any Service, or with these Terms of Use, including without limitation damage for loss of business, loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss (even where the Company has been advised of the possibility of such loss or damage).

j . Without limiting the generality of Clauses 3.4H and 3.4I, you agree not to hold Pacific Rehab & Therapy responsible for any damages or other liabilities arising from Work performed by any Trade Professional. Pacific Rehab & Therapy does not and cannot be involved in Users’ dealings with Trade Professionals, or control whether or not Trade Professionals will complete any Work as agreed and in the event that a User has a dispute with one or more Trade Professionals, the User hereby releases the Company (and its agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

k . Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into this Agreement by statute, common law, or otherwise and any liabilities arising therefrom, are hereby expressly excluded to the extent permitted by law.

l . While every reasonable care will be taken in respect of information supplied by you, Pacific Rehab & Therapy cannot accept liability for any information placed or omitted to be placed on the Website (whether or not any such liability is occasioned by Pacific Rehab & Therapy fault or negligence or otherwise).

m . Pacific Rehab & Therapy cannot and does not guarantee and does not warrant against human and/or machine errors, omissions, delays, interruptions or losses of information or data, infringing any material, or defamation.

n . Pacific Rehab & Therapy cannot guarantee the day or time that the Company will respond to any E-mail, telephone or written enquiries or Website form submissions.

o . Any responses made by Pacific Rehab & Therapy do not purport to be complete and exhaustive.

p . Without limiting the foregoing, Pacific Rehab & Therapy shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown, transmitter or satellite degradation, failure of the Internet, interruption or failure or any other condition beyond the control of Pacific Rehab & Therapy affecting production or delivery of the Website and any information incorporated in it in any manner or any of its obligations under these Terms of Use.

q . Each of the provisions of this Clause 3.4 shall be construed separately and independently of the others.

#### **3.5 Disputes"**

a. Should Rehabseeker have a dispute with Therapist or vice versa, they must, in the first instance, address the dispute directly to the Member concerned and feedback the results to Pacific Rehab & Therapy.

b. Pacific Rehab & Therapy may at its sole discretion without being under legal obligation to do so, investigate any grievances held by Therapist and Rehabseekers, and may discuss any investigation with any or all involved parties. However there are only three possible outcomes of a grievance investigation:

c. "Rehabseeker may be allowed to continue using the Services of the Company;"

d. "a Rehabseeker may be Suspended from using the Services of the Company for a period of time, at the discretion of the Company;"

e. "a Rehabseeker may be banned indefinitely from using the Services of the Company."

f. You hereby agree to release Pacific Rehab & Therapy from any damages or claims (including punitive, consequential and incidental damages) of every kind or nature, suspected and unsuspected, known and unknown, and disclosed or undisclosed, arising out of or in any way connected with such disputes, especially including and without being limited to the Company’s investigation, discussion and follow-up actions pursuant to Clause 3.5B above.

**3.6** **Suspension and termination"**

a. Pacific Rehab & Therapy reserves the right to Suspend or discontinue its Service to individual Rehabseeker, with immediate effect, as it sees fit and in circumstances including, but not limited to:

- "where payments that are due have not been settled within 14 days, this time period to exclude any time the money is held in any escrow or similar arrangement as required by the Company."

- "where the Company suspects that a Rehabseeker is in material breach of any term hereof."

b . The Company may terminate any Rehabseeker’s ability to use any Service forthwith by written notice if the he commits any material breach of any term hereof and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same.

#### **3.7 General"**

a . Clause headings are inserted for convenience only and shall not affect the construction hereof.

b . If any provisions herein are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms of Use shall remain in full force and effect unless the business purpose of these Terms of Use is substantially frustrated thereby.

c . You may not assign, transfer or sub-contract any of your rights under these Terms of Use without the prior written consent of Pacific Rehab & Therapy. Pacific Rehab & Therapy may assign, transfer or sub-contract all or any of its rights whether under these Terms of Use or elsewhere at any time without your consent.

d . Any express or implied waiver by Pacific Rehab & Therapy of any term or condition hereof or any breach or default by you may be terminated by Pacific Rehab & Therapy at any time. No such waiver shall constitute a continuing waiver nor shall it prevent the Company from acting upon that or any subsequent breach or default or from enforcing any term or condition hereof.

e . These Terms of Use and incorporated referred documents constitute the entire agreement between Pacific Rehab & Therapy and you as to the subject matter hereof and supersedes all previous communications, representations and arrangements, either written or oral (other than fraudulent misrepresentation). You acknowledge that no reliance is placed on any representation not embodied herein.

f . The provisions of Clauses 2.5, 2.6, 2.7, 2.8, 3.3,3.4 and 3.5 shall survive termination of these Terms of Use.

g . Any notice to be given under these Terms of Use may be given via E-mail, regular mail, facsimile or by hand to the address provided on the Website or otherwise as notified by one party to the other.

h . No terms or conditions other than those set forth herein or any variation thereof under Clause 7.2 shall be binding upon the Company, unless reduced into writing and signed on behalf of both the Company and you.

i . Nothing herein shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

j . Save as expressly set out herein, these Terms of Use confer no rights on any Third Party.

k . These Terms of Use shall be subject to the laws of Singapore and the parties hereby submit to the exclusive jurisdiction of the Singapore courts.

**3.8 Account Registration**

a. In registering an account with us, you represent and warrant that all registration information provided by you is true, accurate, current and complete to the best of your knowledge and belief;

b. We reserve the right to reject your application for an account, suspend your use of or terminate your account at any time without prior notice to you if you are in breach of these Terms or for any other reason as determined by us at our sole and absolute discretion.

c. Upon successful registration of your account, you, as the account holder:

1. agree to keep your account ID and password confidential and shall not allow other person to use your account;
2. shall update your account as and when there are any changes to your details; and
3. shall notify us immediately if you have any reason to believe that the security of your account has been compromised.
4. You are solely responsible for any and all activities which occur under your account. We are entitled to treat all activities that occur under your account as having been conducted with your knowledge and authority.
5. For so long as your account is active, you acknowledge and agree that we shall have the right, at our sole and absolute discretion, without any prior notice to you, to:
6. access your account and its contents as and when we consider necessary for specific purposes, including but not limited to, identifying or resolving technical problems with your account or to verify any suspected irregular transactions;
7. block your access to your account for the purposes of investigating any breaches by you of these Terms or if we suspect that there is a compromise in the security of your account; and/or
8. suspend, discontinue, remove or disbar you from the use of your account should there be any breaches by you or suspicion of fraud, in which event, you may be referred to the relevant law enforcement agencies for investigation (where necessary).

 **3.9 User Contributed Information**

a. Subject to the functionalities of the 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 or complaints (“**User Contributed Information**”) through your account.

b. You shall bear full responsibility for the User Contributed Information and any consequences associated with using, editing, submitting or uploading them on Pacific Rehab & Therapy. We are not responsible for the availability of or any inaccuracies, errors or omissions in any User Contributed Information.

c. The functionalities of Pacific Rehab & Therapy may allow the User Contributed Information that you provide to be viewed, edited or deleted by another authorised user.

d. The use of the User Contributed Information shall be in accordance with our Privacy Policy and for any purposes that you have been notified of and consented to from time to time.

d. You represent and warrant that:

1. you have the necessary rights, licenses, consents, and permissions to submit, use and authorise us to use the User Contributed Information; and
2. all the User Contributed Information (whether at the time of submission or posting or subsequent thereto) is true and accurate to the best of your knowledge and belief.

f.We shall have the right to edit, block, remove or delete User Contributed Information on Pacific Rehab & Therapy for any reason at any time without prior notice. Our acceptance of any User Contributed Information does not constitute a waiver of our right to remove it in the future.

g. 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 uploading the User Contributed Information (whether in whole or in parts) to such systems.

**4.0. Medical Disclaimer & External Data**

a. You acknowledge that the information provided through Pacific Rehab & Therapy serves as a general information source only, and such information is not to be viewed or relied upon as professional medical advice. Before relying on the information on Pacific Rehab & Therapy, you should do your own verifications and obtain professional medical advice relevant to your specific circumstances.

b. The information on Pacific Rehab & Therapy is not intended to be exhaustive on a particular issue, and the information may not always be accurate, complete or up-to-date. The information on Pacific Rehab & Therapy is also not intended to be a substitute for the advice of a medical professional. All information contained in Pacific Rehab & Therapy is for informational purposes only and is to be relied upon at your own risk, and you are encouraged to always seek professional medical advice notwithstanding the information on Pacific Rehab & Therapy. We do not accept any responsibility for any reliance by you on the information contained in Pacific Rehab & Therapy.

* 1. **Security**

a.We shall endeavour to use available technology to protect the security of communications made through Pacific Rehab & Therapy. However, we do not accept any liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through Pacific Rehab & Therapy.

b.You acknowledge that Internet communications may be susceptible to interference or interception by third parties, and that we make no warranties that Pacific Rehab & Therapy is free of infection by computer viruses or other unauthorised software.

c.You are responsibly for taking appropriate steps to keep your information, software and equipment secure, including clearing your Internet browser’s cache after using any features, services, tools, directories or content on Pacific Rehab & Therapy.

**4.2 Hyperlinks and Third Party Systems**

a. We do not warrant and endorse, and are not responsible or liable for the availability or content of any other Internet site or system (which is not provided, owned or operated by us) linked to or from Pacific Rehab & Therapy. Any link provided on Pacific Rehab & Therapy is solely for your convenience. These links do not constitute endorsements or recommendations. Access to any other Internet sites or systems is at your own risk and subject to the terms and conditions and/or privacy policies of such Internet sites or systems.

b. You must obtain prior written permission from us before hyperlinking to, or framing Pacific Rehab & Therapy or any content within Pacific Rehab & Therapy. We reserve the right to impose conditions when we grant you with such permission.

c. We reserve the right to object to or disable any link or frame to or from Pacific Rehab & Therapy.

e.We reserve the right to change the URL of Pacific Rehab & Therapy.

f.For the avoidance of doubt, you will not hold us, Pacific Rehabilitation, Pacific Rehab & Therapy Pte Ltd, liable for any damage or loss of any kind caused as a result (direct or indirect) of 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.

**4.3 Intellectual Property**

a.All intellectual property and rights in Pacific Rehab & Therapy, including source codes, pages, documents and images, graphics, trademarks, trade names, logos, audio and video are protected by law. The intellectual property rights in these materials are owned by or licensed to us by third parties. All rights are expressly reserved.

9.2 Apart from any fair dealings for the purposes of private study, research, criticism or review, as permitted in law, no part of Pacific Rehab & Therapy may be reproduced or reused for any commercial purposes whatsoever without our prior written permission.

**4.4 General Disclaimer and Limitation of Liability**

a. To the extent permitted under law, we exclude all conditions, warranties, representations or other terms which may apply to Pacific Rehab & Therapy, whether express or implied.

b.We do not give any representations, warranties, guarantees, or any other commitments, or accept any liability, to you in respect of any User Contributed Information or External Data.

c. We will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, loss of revenue, loss of profits, or otherwise, even if foreseeable, arising from or in connection with:

1. any inaccuracy or incompleteness in, or errors or omissions in the information on Pacific Rehab & Therapy;
2. you using, visiting or relying on any statements, opinion, representation or information in Pacific Rehab & Therapy;
3. any delay in the operation or transmission, communications failure, Internet access difficulties or malfunctions in equipment or software;
4. the conduct or the views of any person who accesses or uses Pacific Rehab & Therapy;
5. any External Data; or
6. any User Contributed Information.

**4.5 Indemnity**

a.You agree to indemnify and hold us and our directors, officers, employees, affiliates, agents, contractors and licensors harmless in respect of any claims arising out of:

1. your breach of these Terms
2. your use of Pacific Rehab & Therapy,
3. your access, use or amendment of any External Data
4. any User Contributed Information provided by you or (v) any action taken by us as part of our investigation of a suspected breach of these Terms or as a result of a finding or decision that a breach of these Terms has occurred.

**4.6 Variation of Terms**

a.We may revise these Terms at any time by updating this page. You should visit this page from time to time to review the Terms because they are legally binding on you.

b. We may modify or discontinue any features, services, tools, directories or content that form part of Pacific Rehab & Therapy at any time, with or without notice, and without liability.

5**. Governing Law and Jurisdiction**

a. The use of Pacific Rehab & Therapy, and the Terms, shall be governed by and interpreted in accordance with the laws of Singapore. 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 by the courts of Singapore.

Effective Date: [1 August 2020]

### **Privacy Policy**

This Privacy Policy governs the manner in which Pacific Rehab & Therapy Pte Ltd (“the Company”) collects, uses, maintains and discloses information collected from users (each, a “User”) of the [www.pacificrehab.com.sg](http://www.pacificrehab.com.sg) / [www.pacificlocum.com](http://www.pacificlocum.com) website (“Site”). This privacy policy applies to the Site and all products and services offered by Pacific Rehab & Therapy Pte Ltd.

#### **1 . Information that we collect and store**

We only collect, store or use information that we consider reasonably necessary for the purposes of providing the best service possible to all of our members. You are free to browse our website without providing any personal information to us.

You must register and provide us with your name, contact details and a secure password in order to be a Registered User. We ask Therapist further information including their date of birth, gender, trade, specific skills, relevant accreditation, working preferences and payment details. We store this information on our secure database. identity card for identity verification purposes.

For quality control and training purposes, we may monitor or record your communication with any of our departments, employees or agents.

#### **2 . How we use this information**

We may check the accuracy of the information that you provide on registration and during your continued use of the Service and remind you of your obligations to provide accurate information to us. As part of the process of verifying information provided by Registered Users we may carry out, either directly or via carefully-selected and appropriately regulated third party data verification agencies, identity verification checks on you to verify the information you have provided to us. This may include cross-referencing the information you have provided with other information including, by way of example, electoral roll data, passport data, credit file data and so on. Registration with us constitutes your consent to such checks being carried out.

We may use the contact information you provide to contact you via email, fax, post or telephone regarding your registration, or any other matter that we consider relevant to your use of any Service.

We make available details of a Project request to a limited number of suitable Registered Users. In the event that a Rehabseeker ( families or corporate organization ) agrees to quote, contact information as well as system-generated information (such as last login or User ratings) may be made available) to the Caregiver and Rehabseeker concerned. In addition, any ratings and comments from Rehabseekers in relation to historic Projects are available for all users of the Website to see at any stage in the Project process. Contact information includes identifying labels or names of Rehabseekers, as well as other personal information such as age, gender, nationality / residence, religion, personal habits / preferences, medical conditions, educational / professional qualifications, and any other information provided by Caregivers or Careseekers.

We may use any information we collect about you, including any information we may have obtained from your use of the Service, to resolve disputes, provide customer support, troubleshoot problems and enforce our Terms of Use and other policies. We may look across multiple users to identify problems or resolve disputes. In the unlikely event that fees remain unpaid on the account of a Caregiver, we may pass your business information to a credit recovery company.

We may disclose your personal data if we are compelled to do so by law, or in response to a valid, legally compliant request by a law enforcement or governmental authority. We may also disclose aggregated demographic and profile data (in which neither you nor any other individual is identified) to our commercial and marketing partners.

#### **3 . Security measures**

To prevent unauthorised access, maintain accuracy of our records and ensure proper use and protection of Your Information, we may put appropriate physical, electronic and managerial procedures in place.

We currently use the latest 256-bit SSL encryption technology to ensure that sensitive data transmitted to and from our server cannot be accessed by external parties. Our server is protected by a dedicated firewall and we operate strict internal policies with regard to accessing personal information. However, we cannot guarantee the security of any information or data which is transmitted over public or third party networks. Please note that you must ensure that your password remains secret.

#### **4 . Retention of your information**

Where any information is personal confidential information, we will retain it only as long as is reasonably necessary for the purposes to which you consent under this Privacy Policy and thereafter delete it from our systems, unless you agree otherwise.

#### **5. Access to information**

Please contact us if you would like to know what information we are storing about you. We may ask for proof of identity before providing you with any information requested and reserve the right to refuse to provide information if identity is not established to our satisfaction.

If you have any questions with regards to the use of Personal Data, then please contact us at support@pacificrehab.com.sg or  we’re ready to help.