

# Health Promotion Board

## Terms and Conditions governing the use of the *Healthy 365* mobile application.

Last Revision Date: 19 January 2022

### Introduction

The *Healthy365* mobile application ("App") is operated by the Health Promotion Board ("HPB"). By accessing or using this App, you agree to be bound by these terms and conditions as they may be modified from time to time. The HPB reserves the right to change these terms and conditions at any time at its sole discretion. Amendments will take effect when posted on the App. Your continued use of the App thereafter represents your agreement to any such amendments.

Through your use of the App, you will be able to participate in health-based challenges, activities or campaigns ("Challenge"). Your participation in a Challenge will be governed by the specific terms and conditions governing the said Challenge as well as these terms and conditions. In the event of any conflict or inconsistency, the terms and conditions governing the challenge shall prevail to the extent of such conflict/inconsistency.

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS APP.**

### Liability

This App and all information contained in it are provided on an "as is" and "as available" basis, without any express or implied warranties of any kind, including but not limited to, warranties about the accuracy, completeness, currentness, or suitability for any purpose of the information in this App, and without any support or other services by HPB.

The HPB does not guarantee that access to this App will be uninterrupted or error free. To the fullest extent permitted by applicable laws, the HPB on behalf of its directors, officers, employees, agents, suppliers, licensors, service providers and other third parties who are HPB's partners for any particular Challenge ("HPB Partners"), excludes and disclaims liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any direct, indirect, general, special, punitive, incidental or consequential damages; loss of use; loss of data; loss caused by a virus; loss of opportunity, business, revenue, income or profit; loss of or damage to property; claims of third parties; or other losses of any kind or character, even if the HPB has been advised of the possibility of such damages or losses, arising out of or in connection with the use of the App or any website with which they are linked, or any products or services available on our App. You assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary. The HPB does not guarantee or warrant that files accessed on, and/or available for downloading from, this App are or will be free of computer viruses, worms, Trojan horses or other contaminating or destructive properties. You shall access and download information from the App at your own risk.

You agree that you will not, directly or indirectly, (i) modify, reverse engineer, decompile, adapt, publish, redistribute or interfere with or intercept any transaction which is part of the App; (ii) use the App for any commercial purpose or for the benefit of any third party (save where authorised by HPB), including renting, selling, leasing or directly or indirectly charging others for the use of the App; (iii) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of the App; (iv) access, submit or use any data that is not yours, or which you are not validly authorised to access, submit or use; (v) misrepresent or make false or misleading claims regarding the App; (vi) use the App for any illegal activity, unlawful purpose, or purposes prohibited by these terms and conditions or in breach of these terms and conditions; (vii) use any device, software, exploits or routine, including any virus, Trojan horse, worm, time bomb, robot, spider, data-mining or data scraping tool or cancel bot intended to damage or interfere with the proper operation of the App or to intercept or expropriate any data from the App; and/or (viii) use the App to access data not intended for you. In addition, you agree to comply with any and all guidelines, notices, operating rules and policies and instructions pertaining to the access and use of the App, including any amendments to the foregoing, issued by HPB from time to time, as well as all applicable laws and regulations. Where you are an individual user, you represent and warrant that information submitted by in the creation of an account on the App are accurate, true and correct.

The health information and other information on the App are general in nature. It is provided as a public service and for information purposes only. This information does not constitute medical advice, legal advice or professional services. In particular, the health information on this App is not intended as a substitute for seeing your doctor or other professional advisor. Always consult your doctor if you have any specific health care needs. Your doctor can provide the necessary

medical diagnosis and treatment. Do not rely on the information on this App to self-diagnose your illness. You should never disregard medical advice or delay seeking such advice because of anything you read on or through this App. The HPB, and HPB Partners will not be responsible, under any theory of liability or indemnity, for your use of or reliance on the information on this App.

## Links to Third Party Websites

The HPB is not liable or responsible in any way for any user generated content. The HPB does not have any control or supervision over, and is not responsible for, what users access through this App and is not responsible for any inappropriate, offensive, obscene, infringing, unlawful or otherwise objectionable or illegal user generated content you may encounter on our App or arising from your use of this App.

This App may contain links to other websites ("**Linked Website**") owned and/or operated by third part(ies) who are not related or affiliated to the HPB. The Linked Websites are not under the control or supervision of the HPB and the HPB is not accountable or responsible for the content of any Linked Websites or any hyperlink contained therein, and makes no representation or warranty with respect to the content of any such third party sites.

The HPB provides these links to you solely for the purpose of convenience and the inclusion of any link does not imply any endorsement or approval of the Linked Website by the HPB. Your link to any such Linked Website is entirely at your own risk. The HPB is not a party to any transaction or arrangement between you and a Linked Website. Your use of a Linked Website is subject to the terms and conditions of such site, in addition to the terms and conditions herein. If there is any inconsistency, the terms and conditions herein shall supersede.

Our App may also contain third party advertisements (that may or may not contain embedded hyperlinks or referral buttons to Linked Websites). The display of such advertising does not in any way imply a recommendation or endorsement by the HPB of the relevant advertiser, its products or services or any such Linked Website. You are referred to the relevant advertiser for all information regarding the advertiser and its products and/or services. To the extent permitted by law, the HPB accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

## Privacy Statement

Personal Data submitted to the HPB via this App will be treated in accordance with our [HPB Privacy Statement](#) set out in [www.hpb.gov.sg/privacy-statement](http://www.hpb.gov.sg/privacy-statement) ("**Privacy Statement**") and H365 Privacy Statement set out in [<link to H365 Privacy Statement>](#).

## General

In these terms and conditions, unless the context otherwise requires, the headings are inserted for convenience only and shall not affect the construction of these terms and conditions.

If any provision of these terms and conditions is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these terms and conditions but without invalidating any of the remaining provisions of these terms and conditions.

No failure or delay by us in exercising any right or remedy provided by law under or pursuant to these terms and conditions shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude our exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. Our rights and remedies under or pursuant to these terms and conditions are cumulative, may be exercised as often as we consider appropriate and are in addition to our rights and remedies under general law.

These terms and conditions and the relationship between you and the HPB shall be governed by, and interpreted in accordance with, the laws of Singapore. In respect of any legal action or proceedings arising out of or in connection with these terms and conditions or this App, you shall irrevocably submit to the jurisdiction of the courts of Singapore. That submission shall not affect the right of the HPB to institute proceedings in any other jurisdiction.

Please review these terms and conditions periodically for changes and updates. To determine when these terms and conditions were last revised, please refer to the Last Revision Date stated at the beginning of these terms and conditions.

**You must read and accept the [Get Active Questionnaire \(GAQ\)](#) and the terms and conditions for the use of all services rendered to you by the Health Promotion Board via this App.**