

Service Contract

Service terms are shown as below:

1) Service content

- a) The service target is restricted to the service users under the name of the Client. For each session, booking with minimum of 1 hour per session is required by each user and it is non transferrable.
- b) Healthcare professional will provide the service(s) according to:
 - i. The professional duties specific for the type of allied health professional according to official and recognized training programs. Service scope will be clarified and aligned upon request.
 - ii. The specific tasks which are the duties of the booked healthcare professional such as:
 - Ryles tube/ urinary tube replacement by Registered Nurse
 - Injection by Registered Nurse/ relevant qualified injection provider
 - Blood taking by relevant qualified healthcare professional
 - Chest Physiotherapy (such as Percussion, suction) by Physiotherapist
 - iii. When conditions are safe for the tasks to be conducted and to be assessed by Healthcare professional and advise the client on proper management and handling to ensure service quality and safety.
 - iv. A doctor referral is required for the following conditions:

-physiotherapy -specific nursing procedure but not limited to the mentioned tasks in clause 1bi -medical/ rehabilitation/ nursing service covered by insurance and request of receipt for reimbursement

c) Before providing a service, the healthcare professional will assess the condition of the service user to ensure it is suitable to deliver the treatment/ service (upon discretion of the healthcare professional):

i. Vital signs such as body temperature, pulse, ventilation, blood pressure (equipment to be provided by client) to ensure his/her body condition is appropriate for the service(s). If healthcare professional finds that the service user is not suitable for the service booked after assessment, the healthcare professional has to submit the detailed assessment/ treatment record and will advise the client to end the service upon professional judgment, and OK CARE will take the hand to discuss alternative arrangement with the client.

ii. For transfer and lifting, it will be performed under safety measures to avoid potential injuries to the user as well as the healthcare professional. Client is responsible to provide suitable equipment and/or assistance if the task is unsafe which may risk



the user to injuries to be performed alone and upon his/her professional judgement such as but not limited to apply the below:

- Use of Hoist
- By 2 persons
- By pat slide/ side sheet for transfer of bed ridden and/or paralyzed user and/or body weight > 50 kg
- d) The healthcare professional will judge the response of user during the treatment and decide the intensity of treatment including but not limited to physiotherapy and exercise training in which rest intervals are essential and is a precaution in elderly or post-surgery or systemic diseases patients.
- e) It is recommended to allow reasonable toilet/ tea breaks arrangement for service over 4 hours as well as meal breaks for service duration over 7 hours.
- f) Before the end of the service, the healthcare professional will check the general condition of the service user again, if necessary, and upon discretion of the healthcare professional, to perform measuring body temperature, pulse, ventilation, blood pressure (equipment to be provided by client).

2) Service charges

- a) A fee schedule of various services is available in OK CARE client.
- b) The service fees and other agreed fees such as but not limited to transportation allowance, purchase of meals/ groceries/cosumables upon requests will be paid in advance upon invoice by agreed payment terms in order to proceed arrangement of healthcare professionals.
- c) Service fee payment can be made by credit card, bank transfer, FPS or OK CARE client APP and WEB portal no less than 3 working days before the service date, to secure the service timeslot and proceed to the arrangement of healthcare professional:
 - i. By credit card: through client APP and WEB portal of OK CARE and purchase credits.
 - ii. By bank transfer: by deposit the fee to our company's bank account 012- 704-0-008829-5 in Bank of China, name of account: OK CARE LIMITED, and WhatsApp screencap of the deposit slip to 6514 1452
 - iii. By payment to FPS account: 100723840, name of recipient "OK CARE LIMITED" and WhatsApp screencap of the deposit slip to 6514 1452.
 - iv. An administration fee of \$200 will be incurred per booking made by our staff manually. Such fee will be waived if bookings are to be made by client through OK CARE client APP and WEB portal.
- d) In any circumstances that service time is needed to be extended, extra fee will be applied and calculated pro rata or with minimum unit of 1 hour depending on the type of service in use.



- e) Including but not limit to the following circumstances unless due to the personal reasons of the healthcare professional, that the service cannot be provided after the healthcare professional has arrived at the service venue, the client will have to pay all the total service fee for the booked service as of the booking confirmed prior to the service:
- upon the personal request of client/ user or
- if the healthcare professional feel that his/ her personal safety is at risk, including but not limited to physical and mental
- when the user is not present at the service location upon the start of booking time
- f) Client will have to pay 1.2 times of the original service charge if services are provided on the following dates:
 - i. All public holidays and Statutory holidays assigned by HKSAR government:

The first day of January, Ching Ming Festival, Good Friday, the day following Good Friday, Easter Monday, Labour day, Buddha's Birthday, Tuen Ng Festival, Hong Kong Special Administrative Region Establishment Day, the day following the Chinese Mid-Autumn Festival, National Day, Chung Yeung Festival, Christmas Day, the first weekday after Christmas Day (Boxing Day);

ii. The following day of the above if it is a public holiday according to HKSAR;

iii. On other specific days: Chinese Mid-Autumn Festival, Christmas Eve and New Year's Eve, Chinese Winter Solstice Festival, Lunar New Year's Eve (Nin 30), Lunar New Year's Day, the second day, and the third day of Lunar New Year.

- g) Charges other than service fee:
 - i. Transportation allowance

 for service locations unreachable by MTR directly or required linked transportation or walking distance of over 15 minutes

- In case of adverse weather condition
- In case of service hour begins/ ended at the time that common public transportation (MTR and buses) are unavailable
- Upon mutual agreement of client and service provider
- ii. Consumable nursing items and corresponding time cost for purchase
- iii. Medical equipment and corresponding time cost for purchase
- iv. Other items that are purchased upon request and corresponding time cost for purchase

The charges will be handled by OK CARE directly and based on the actual amount spent and with prior agreement with the client. An invoice will be issued with relevant information for settlement by client within 3 calendar days. Direct transfer of funds by client/ user to healthcare professional for purchase of the above items are strictly forbidden.

- 3) Booking of service
- a) Booking can be made through OK CARE client APP or WEB portal no less than 48 hours prior to the service.



- b) Offline booking arrangement by OK CARE staff will take no less than 3 working days prior to the service and will incur additional administration fee of \$200 per booking.
- c) Choice of date, time, duration of service, service providers, service locations are available on OK CARE client APP or WEB portal. For details of app functions, it is welcomed to request for a user manual by whatsapp to 65141452.
- d) If booking is made through OK CARE client APP or WEB portal, a confirmation email will be sent to the client's email for each booking and can also be found in the client APP or WEB portal -> account -> My booking -> New booking. For details of app functions, it is welcomed to request for a user manual by whatsapp to 65141452.
- e) Request of a receipt, soft / hard copy, but not limited to insurance purposes, a handling fee of HKD50 per copy/ per booking/ per revised copy/per month will be applied.
- f) In case of insurance claims, the receipt will be produced based on the actual cash amount paid for the booking i.e. from the result of calculation after discount or use of free credits
- g) To request for same healthcare professional as of previous service arranged by OK CARE, client can make use of the "saved professional" function in OK CARE client APP or WEB portal and subject to availability of the healthcare professionals. For details of app functions, it is welcomed to request for a user manual by whatsapp to 65141452.
- h) Within 12 months from the last service date, the customer or service user shall not enter into contract or use service provided by the healthcare professional introduced by OK CARE, or any service providers referred by the healthcare professional introduced by OK CARE. Otherwise it is a violation of this service contract, and the company will retain all laws and regulations the right to pursue.

4) Change or Cancellation of service arrangement

- a) Change of booking can be made on OK CARE client APP or WEB portal not less than 48 hours before the service. For details of app functions, it is welcomed to request for a user manual by whatsapp to 65141452.
- b) If changes have to be made between 24 48 hours before the service, a handling fee of HKD 200 will be applied.
- c) If cancellation and notification are made less than 24 hours before the service date the service fee of that booking will be forfeited.
- d) If the change or cancellation of booking is made offline: by email, whatsapp or phone call, the notification mentioned in a) and b) above are based on our office hour: Monday to Friday, 09:00-18:00). Cancellation during non- office hour can only be made on OK CARE client APP or WEB portal by client;
- e) If the booked service is terminated during the session upon request of user or client, fullservice fee will be charged for that booked session.



f) Request of cancellation of the unused sessions is accepted by written notice sent by whatsapp to 65141452 or email to <u>enquiry@okcare.com.hk</u> thereafter and the relevant refunds can be arranged with terms as in clause 5.

5) Refund Policy and handling charges

- a) Refund can only be made under critical circumstances.
- b) If service requested cannot be matched and confirmed 1 working day prior to the service date/ time, cancellation and refunds will be returned to the OK CARE client APP or WEB portal account.
- c) If the service user passes away during the session, service fee of that booked session will be charged. Cancellation of the prepaid and unused sessions thereafter and the relevant refund can be arranged, upon written notification made to OK Care.
- d) If the client wishes to cancel the booked and prepaid services, the relevant refund can be arranged, upon written notification made to OK Care.
- e) For request of refund from any packages, the purchase discounts cannot be redeemed or will not calculated by pro rata for any used sessions. The used sessions will be charged fully. The refund amount will be calculated based on the actual cash value paid by client.
- f) All unused free credits giveaway by OK CARE Limited can only be used for service booking and are non-refundable.
- g) All refund of the above, after deducting a handling fee of HK\$200, will be settled to the service venue within one month from the notification date.

6) Service arrangement and charge when rainstorm warning signal is issued

- a) If the yellow or red signal is issued, all services will be carried out as arranged.
- b) If the black signal is issued 2 hours before the service time, the healthcare professional will not go to the service venue and provide service, until the black signal is cancelled.
- c) Once the black signal is cancelled, the healthcare professional has to go to the service venue and provide service within 3 hours. The service fee will be counted and charged as one full day. If healthcare professional is required to arrive service location in shorter time, client will be required to pay for the transport allowance.
- d) If the black signal is issued during the service time, the healthcare professional will stay at a safe place and continue to work.
- e) If the black signal is issued by the end of the service, the healthcare professional will stay at the service venue and continue to provide service, until the black signal is cancelled. Extra service time will be charged 1.5 times of the original fee in ratio.



7) Service arrangement and charge when tropical clone warning signal is in force

- a) If a Typhoon Signal No. 3 or below is in force, all service will be carried out as arranged.
- b) If a Gale or Typhoon Signal No. 8 or above is in force 2 hours before the service time, the healthcare professional will not go to the service venue and provide service, until the signal is cancelled.
- c) Once a Gale or Typhoon Signal No. 8 or above is cancelled, the healthcare professional has to go to the service venue and provide service within 3 hours. The service fee will be counted and charged based on the actual service duration. If healthcare professional is required to arrive service location in shorter time, client will be required to pay for the transportation allowance.
- d) If a Gale or Typhoon Signal No. 8 or above is going to be hoisted, the service user and the healthcare professionals are mutually agreed if the service will be continued, a prorated service fee will be charged, whereas the extra service time will be charged 1.5 times of the original fee in ratio.

8) Points to note

- a) If the service user has medical urgency during the service hours, the healthcare professional will call ambulance for the user and contact his/her family. The healthcare professional will accompany the service user to the hospital, until his/her family member arrives. If the time needed exceeds the arranged service time, service fee will be charged in pro rata and according to 2b).
- b) If the healthcare professional feels a threat in his/her personal security during the service time, he/she has the right to reject or terminate the service.
- c) If client or service user is dissatisfied with the performance of the healthcare professional, please contact our staff. Under reasonable circumstances, we will match another provider for the upcoming service booking, limit to 1 time per month.
- d) We recommend client to purchase domestic helper insurance and household insurance on his/her own.
- e) Client or service user cannot sign this contract privately with the healthcare professional, or reach any agreements out of this contract, or it will be treated as a violation to this contract. Our company has the right to terminate the contract immediately, and to pursue the loss our company bares and/or to deduct it from client's prepaid service charge. Our company will reserve the right to pursue the matter in court.

9) Collection of personal data and privacy security arrangement

- a) Client and service user must provide their personal data, or our company cannot provide service effectively.
- b) Our company will keep all information provided by client and service user strictly confidential.



- c) With legal permission, personal data will only be used by our staffs for providing services and contacting.
- d) Our company will send information to client and service user through phone, WhatsApp or Mobile App. Please fill in the personal data accurately for us to contact. If there is any change, please notify our company in written form for renewal as soon as possible.
- e) The personal data (including name, contact method, medical history, etc.) provided by client and service user will be used as a communicating channel with our company. Our company will send our latest information or promotion, e.g. discounts and latest services, through mobile phone or WhatsApp. Client and service user can inform our company anytime declaring whether they are willing to receive related information continuously in written form or by email.
- f) If you do not wish to receive any information (including discounts and promotions) through the methods mentioned above, please put a tick in this box □.
- g) According to the Personal Data (Privacy) Ordinance, client and service user have the right to know whether our company is keeping their personal data, as well as to access and correct

their personal data. If client and service user wish to access their personal data, please inform our company through writing, we will charge an administration fee as appropriate. If you wish to make any changes on general personal data, please inform our company in written form.

- h) The above contract terms also apply to OK Care Limited and its related companies.
- i) Client is required to provide a valid doctor referral letter if applicable.

10) App Notifications and emails

Details of bookings/ transactions, important information from OK CARE Limited and health tips will be sent via the mobile app.

- **11)**Unless agreed by our company, all terms in this contract cannot be changed once signed. Please read this contract carefully before signing.
- **12)** OK CARE LIMITED reserves the right of final decision on any dispute relating to this contract.

I have obtained the commission of the service user to be his/her trustee, and have been authorized by the service user to provide his/her personal data, request for service demands, acknowledge all the physical and medical conditions as well as medical information, and pay all the fee in respect to the service. At the same time, I have read, understood, and accepted all the terms above in this contract.