

Service Contract

Our Mission :

- (i) To arrange home care, rehabilitation services, and home services through a professional case management team.
- (ii) To match professional healthcare personnel who have undergone formal training and hold recognized certificates and licenses. Healthcare personnel with relevant experience will be assigned to provide home services based on the physical condition of the service user.
- (iii) To assist family members and caregivers, relieving the pressure of caring for sick or elderly relatives.
- (iv) To enable service users to receive professional nursing services and rehabilitation treatments at home, improving their physical conditions and enhancing their quality of life.

Terms of Service :

1) Service Target and Duration

- a) **Validity Period:** The service is valid for one year from the invoice date. The activation deadline for the first service is within 30 days from the invoice date.
- b) **Transferability & Duration:** Service users are strictly limited to those registered under the customer's name; all booked time slots are non-transferable to others. The minimum duration for each service booking is 1 hour; however, if professional services from a health worker or care worker are involved, each booking must be at least 2 hours.

2) Service Delivery Method and Content :

- a) OK CARE provides services using a home-based approach.
- b) Professional healthcare personnel will perform their duties according to the following regulations :
 - i. Healthcare personnel perform specific professional duties in accordance with training guidelines from government-recognized institutions. The specific service scope will be clarified and standardized prior to

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- arranging the service.
- ii. Specific medical procedures that fall under the responsibilities of individual healthcare personnel include :
 - Replacement of nasogastric tubes/urinary catheters by a Registered Nurse.
 - Injections performed by a Registered Nurse or qualified healthcare personnel.
 - Blood taking performed by qualified healthcare personnel.
 - Chest physiotherapy (e.g., percussion, suctioning) conducted by a Physiotherapist.
 - iii. Services will only be executed under safe conditions. Healthcare personnel will make professional judgments based on their experience and advise customers on appropriate actions to ensure the safety of the service user and maintain service quality.
- c) Transportation expenses required for escort services can be arranged on a self-paid basis upon mutual agreement.
- d) Doctor's Referral Letter Required: A doctor's referral letter is required under the following circumstances:
- i. Physiotherapy
 - ii. Specific nursing procedures, including but not limited to the tasks mentioned in Section 2bii.
 - iii. Medical/rehabilitation/nursing services covered by insurance and applications for reimbursement receipts.
- e) Assessment and Care Guidelines :
- i. **Pre-Service Assessment:** Prior to providing services, healthcare personnel will assess the service user's status:
 - Healthcare personnel will use professional judgment to measure the service user's vital signs (e.g., body temperature, pulse, respiration, blood pressure) before or after the service. Testing equipment must be provided by the service user.
 - If the assessment deems that the service user's physical condition is unsuitable for the scheduled service, the healthcare personnel reserve the right, based on professional judgment, to recommend terminating that

session.

- ii. Mobility and Lifting: Moving and lifting will be conducted under safety protocols to avoid potential injury to both the service user and healthcare personnel. Based on professional judgment, appropriate equipment and/or assistance may be requested, including but not limited to :
 - For moving bedridden, paralyzed, and/or service users weighing > 50 kg, the service user must provide a hoist, arrange for a 2-person collaboration, or utilize a patient transfer slide board (provided by the service user).
 - iii. Treatment Intensity: Healthcare personnel will monitor the service user's response during treatment and determine the intensity of therapy, including but not limited to physical therapy and exercise training. Rest intervals are mandatory, especially for elderly patients, post-operative patients, or patients with systemic diseases.
 - iv. Break Times: If the service duration exceeds 4 hours, it is recommended to arrange reasonable time for toilet breaks/refreshments; if the service duration exceeds 7 hours, a meal break is recommended.
 - v. Post-Service Check: Before ending the service, healthcare personnel will re-check the general condition of the service user. If necessary, they can measure the service user's body temperature, pulse, ventilation, and blood pressure (equipment to be provided by the service user).
- f) Liability and Property Damage
- i. Employment Status: Our healthcare personnel operate on a self-employed basis; therefore, any injuries or accidents involving the healthcare personnel will be their own responsibility. Our company also establishes safe working guidelines for all healthcare personnel.
 - ii. Property Damage: If healthcare personnel damage or lose the service user's goods, equipment, or property due to negligence or dereliction of duty, deductions will be made

based on the actual value per incident, up to a maximum limit of \$300. Furthermore, the total service fee deducted under these circumstances shall not exceed one-quarter of the earnings obtained by the healthcare personnel for that specific service.

- iii. Reporting Discrepancies: Any damage or loss must be disputed within 2 hours after the completion of the service, along with supporting proof, via WhatsApp or email to notify OK CARE. Overdue claims will be deemed as accepted in good condition.
- iv. Valuables: Service users should properly store valuable items (such as jewelry and antiques) on their own; OK CARE assumes no custody or safekeeping responsibility.

3) Service Booking Process

- a) Booking Methods: Customers can request a booking through the OK CARE customer app, web platform, or by contacting OK CARE staff via WhatsApp at 6514 1452. Booking requests must be submitted at least 48 hours prior to the service start time.
- b) Options and Details: Available options for service dates, times, durations, service providers, and service locations can be viewed and selected on the OK CARE customer app or web platform. For details regarding app functionalities, feel free to contact us via WhatsApp at 6514 1452.
- c) Confirmation: If a booking is made via the OK CARE customer app or web platform, a confirmation email will be sent to the customer's email address. It can also be viewed within the app or web platform under: Account -> My Bookings -> New Bookings.
- d) Unsuccessful Matching & Refunds: If the requested service cannot be successfully matched within 1 working day before the service date, OK CARE will negotiate with the customer to change the service date. If the customer requires a refund, a written notice must be submitted to OK CARE. The refund will be processed within 30 days from the notification date, subject to a deduction of a HKD \$200 handling fee.

4) Payment Methods and Terms

- a) **Payment Deadline:** All fees must be fully paid 3 working days prior to the service date. Otherwise, the service will be suspended until payment is successfully received.
- b) **Accepted Payment Methods:**
 - i. **FPS (Faster Payment System):** 108743139
 - ii. **Bank Transfer:** Shanghai Commercial Bank: 025-328-82-56565-2, Beneficiary: "OK Care Limited"
 - iii. **Cheque Payable To:** "OK CARE LIMITED"
- c) **Insurance Receipts:** For insurance claim purposes, receipts must be issued based on the actual cash amount paid for the booking, meaning the final total calculated after applying any discounts or using free points.
- d) **Direct Payment Prohibition:** Customers must pay service fees and other agreed expenses through OK CARE. Direct transfers or cash payments to healthcare personnel are strictly prohibited.

5) Procedures and Regulations for Service Suspension, Modification, and Short-Notice Cancellation

- a) If a service user, their relative, or legal caregiver wishes to suspend, change, or cancel a booked service on short notice, they must submit a request at least 48 hours before the service day via the designated channels to notify OK CARE. The application will only take effect once a confirmation reply has been issued by OK CARE:
 - WhatsApp : 6514 1452
- b) **Notification 48 Hours or More in Advance:** If the cancellation or change is due to hospitalization, illness, or physical conditions unsuitable for receiving the service, relevant medical proof must be provided. OK CARE will attempt to reschedule and make up for the service within the current or next calendar month, subject to staff availability. Each user is entitled to request up to change of 2 bookings per month. Overdue services will not be made up, and the full fee for that service session will be charged.
- c) **Notification Less Than 48 Hours in Advance:** If notification is

given less than 48 hours prior to the service start time, the full service fee must be paid, and no rescheduling or make-up sessions will be provided.

- d) **Staff Allocation:** Rescheduling of services is subject to the shift schedules and availability of healthcare personnel. OK CARE reserves the final decision-making right to assign different healthcare personnel to provide the service.
- e) Regulations for Requesting a Change of Healthcare Personnel :
 - i. If misconduct is involved (such as dishonesty, lack of integrity, untimeliness, or causing injury or property damage to the user), OK CARE will complete an investigation and arrange for a replacement within 7 working days after receiving the complaint.
 - ii. If a replacement is requested due to personal preference or other non-emergency reasons, the applicant must submit a request to OK CARE 14 days in advance.
 - iii. To ensure service stability, each service user can apply to change healthcare personnel a maximum of 1 time per month.

6) Inclement Weather (Rainstorms & Typhoons) Work Arrangements and Charges

- a) When an Amber/Red Rainstorm Warning or a Typhoon Signal No. 3 or below is in effect, all services will proceed as originally scheduled.
- b) If the Hong Kong Observatory issues a Black Rainstorm Warning or hoists a Typhoon Signal No. 8 or above 2 hours before the scheduled service time, healthcare personnel will not travel to the service location, and the service for that day will be automatically canceled.
- c) If a Black Rainstorm Warning is issued during the service period, healthcare personnel will remain at the service location to provide services until the originally scheduled end time.
- d) Inclement Weather Rescheduling Mechanism (Maximum once per month) :
 - i. For services canceled under item (b) above, OK CARE will contact the customer on the first working day after the warning is lowered to arrange a make-up session.

- ii. Regardless of the frequency of inclement weather within that month (e.g., if it occurs more than once in a month), a maximum of 1 make-up service can be arranged per month.
- iii. If services are suspended more than once in a month due to inclement weather, no make-up sessions will be provided for the remaining affected instances, except for the one session approved for rescheduling.
- e) Independent Calculation Statement: The frequency of the aforementioned "Inclement Weather Make-up Service" is managed independently of the monthly limit of 2 make-up sessions (due to illness/hospitalization) stated in Section 5(b) of this contract; the two quotas do not cross-consume each other.

7) Service Fees and Surcharge Policy

- a) **Normal Service Hours:** Monday to Saturday, 8:00 AM to 6:00 PM (excluding public holidays and statutory holidays).
- b) **Surcharges:** An additional 20% surcharge on top of the original service fee will apply if the service meets any of the following conditions :
 - i. Services provided between 6:00 PM and 8:00 AM the following day.
 - ii. Services provided on public holidays and statutory holidays announced by the government (e.g., The first day of January, Lunar New Year 's Day, The second day of Lunar New Year, The third day of Lunar New Year, Good Friday, The day following Good Friday, The day following Ching Ming Festival, The day following Easter Monday, Labour Day, The day following the Birthday of the Buddha, Tuen Ng Festival, Hong Kong Special Administrative Region Establishment Day, The day following the Chinese Mid-Autumn Festival, National Day, The day following Chung Yeung Festival, Christmas Day, The first weekday after Christmas Day).
- c) **Extension of Service Hours:** If there is a need to extend service hours under any circumstances, the service user, their relatives, caregiver, or trustee must immediately notify OK CARE. The

extension can only be executed after OK CARE confirms the manpower arrangement and feasibility with the on-site healthcare personnel.

8) Service User Absence / Mid-way Termination / Emergency Medical Situations

- a) **Absence:** If healthcare personnel arrive but are unable to provide services due to non-healthcare personnel factors (such as no one answering the door, short-notice cancellations, etc.), the service user is still required to pay the full fee for that service session.
- b) **Early Termination by User:** If the service user or their family requests an early end to the service during its execution due to personal reasons, OK CARE will charge the full fee for that service session.
- c) **Early Termination by Staff:** If healthcare personnel feel that their personal safety is threatened during the service, they have the right to immediately refuse or terminate the service, and OK CARE will charge the full fee for that session.
- d) **Service Withdrawal:** If a service user cannot continue using the remaining services due to personal reasons, their relatives/caregivers should notify OK CARE as soon as possible to arrange withdrawal procedures. All paid amounts are strictly non-refundable.
- e) **Emergency Medical Situations:** If the service user encounters an emergency medical situation during the service, the healthcare personnel will call an ambulance on their behalf, notify the family, and accompany the user to the hospital until family members arrive to take over. If the time spent accompanying the user to the hospital exceeds the original booked hours, it will be treated as an "Extension of Service," and the additional hours must be confirmed via a retroactive signature following the procedure in 7c.

9) Insurance

- a) OK CARE maintains appropriate employees' compensation insurance (labor insurance) and professional indemnity insurance.

- b) Service users or their trustees should evaluate their personal needs and risks to decide whether they need to purchase additional personal insurance or third-party liability insurance.

10) Personal Data Collection and Privacy Confidentiality Arrangements

- a) **Required Data:** Service users or their relatives/caregivers/trustees must provide their personal data; otherwise, OK CARE will be unable to effectively deliver services.
- b) **Confidentiality:** OK CARE maintains absolute confidentiality regarding all information provided by customers, relatives, caregivers, or trustees.
- c) **Permitted Use:** Under legally permitted circumstances, personal data will only be used by OK CARE staff for services, related communications, and administrative purposes.
- d) **Communications:** OK CARE will send information to customers or their relatives/caregivers/trustees via phone, WhatsApp, etc. Please fill out personal information accurately for communication purposes. In case of any changes, please submit a written update to OK CARE as soon as possible.
- e) **Data Rights:** In accordance with the Personal Data (Privacy) Ordinance, service users or their relatives/caregivers/trustees have the right to know whether OK CARE holds their personal data, and they may also check, request copies of, and amend their personal data. If a service user or their relative/caregiver wishes to access their personal data, please submit a request in writing to OK CARE.
- f) **Data Retention:** Personal data provided by service users or their relatives/caregivers will be retained as long as it serves the intended purposes for which the data was collected. Thereafter, the data will be destroyed unless retention is required by OK CARE to comply with legal, regulatory, or accounting requirements. Generally, the maximum retention period is ten years.
- g) **Marketing Opt-In/Opt-Out:** Personal data provided by service users or their relatives/caregivers (including name, contact methods, medical history, etc.) will be used as communication channels. OK

CARE will send the latest service updates and promotional messages via phone, WhatsApp, and email. Customers or their relatives/caregivers may at any time state in writing or via email whether they wish to continue receiving such information.

[] Please check this box if you do not wish to receive any information sent through the aforementioned channels.

- h) **Applicability:** The terms of the service contract stated above are also applicable to OK CARE LIMITED and its affiliated companies.

11) Complaint Handling and Feedback

- a) If service users or their relatives/caregivers/trustees have any complaints or feedback, feel free to contact us at any time:
- Contact Person: Ms. Yu (Position: Executive Director)
 - Contact Number: +852 2525-8486 / +852 6514-1452
 - Email Address: enquiry@okcare.com.hk
- b) OK CARE will periodically provide feedback forms for service users or their relatives/caregivers/trustees to fill out for opinion collection purposes.

12) Important Notes

- a) **Non-Solicitation Clause:** Service users or their relatives/caregivers/trustees must not privately sign any contract with the assigned healthcare personnel or any healthcare personnel referred by them within twelve months after the final service date. Otherwise, it will be regarded as a breach of this service contract. This service unit reserves the right to terminate this contract immediately, and OK CARE is entitled to seek compensation from the service user, their relatives/caregivers/trustees, and/or deduct from the prepaid service fees for all losses incurred by OK CARE due to the service user's breach of contract. OK CARE reserves all legal rights of recourse.

13) Finality of Agreement: Unless agreed upon by OK CARE, once this contract is signed, it indicates that both parties agree to and will abide by the terms and conditions therein. For any disputes, OK CARE reserves the right of final decision.

14) Dispute Resolution: In the event of any disputes regarding any provisions within this contract, OK CARE LIMITED reserves the right of final decision.