



FOR MEMBERS ONLY

TERMS & CONDITIONS

1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:-

1.1 "Card" means the "Junior Angels Club@Thomson membership card" issued by TMC under the Programme and includes any such card issued in replacement or renewal thereof;

1.2. "Cardholder" means the person to whom the Card is issued;

1.3. "Programme" means the Junior Angels Club@Thomson and

1.4. "TMC" means Thomson Medical Centre Limited, its successors and assigns.

2. A Cardholder's and/or the Cardholder's parent/s right to enjoy the privileges ("Privileges") offered by TMC, the medical service providers and the merchants which participate in the Programme ("Participants"), are governed by these terms and conditions, as the same may be amended from time to time. TMC reserves the right to reject any application without assigning any reasons whatsoever, and shall not be liable for any damages, losses, liability, costs, claims, charges, expenses or demands whatsoever which any applicant may suffer, sustain or incur or which may be made against such applicant as a result (directly or indirectly) of any such rejection of application.

3. Payment made with this application shall, if the application is accepted by TMC, be non-refundable. The Cardholder's parent/s warrants to TMC that the information furnished by the Cardholder's parent/s in this application is true and correct and agrees that in the event that any information so furnished is not true or correct, TMC is authorised to cancel and/or terminate the Cardholder's and the Cardholder's parent/s use of the Card, and/or suspend or withdraw any of the Privileges enjoyed by the Cardholder and/or the Cardholder's parent/s, without any reference to the Cardholder and/or the Cardholder's parent/s. In the event that any information so provided becomes inaccurate or misleading or changed in any way, the Cardholder's parent/s shall promptly notify TMC of any such changes.

4. The Card is a privilege card only and is issued for use solely by the Cardholder and the Cardholder's parent/s. It is non-transferable. If a Card is lost, damaged, destroyed or stolen, TMC may at its discretion and on such terms and conditions as TMC thinks fit issue a replacement upon request. TMC will levy a nominal replacement fee for such Card. TMC may at its discretion permit the parent/s of a Cardholder to enjoy certain Privileges, provided that such parent/s shall be subject to, and observe and perform, these terms and conditions as may be varied from time to time. As the context may require, all references to "Cardholder" shall include references to such parent/s. The parent/s of the Cardholder shall be liable and responsible for the use of the card and for the observance and performance of these terms and conditions.



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5. To use the Card, a Cardholder or the Cardholder's parent/s must present the Card at the point of registration or before ordering or making any purchase from a Participant. Only one Card may be used at any one time.

6. The use of the Card is subject to any special terms and conditions which may be imposed by the Participants. Unless otherwise permitted by the Participant, the Card cannot be used in conjunction with any promotional offer, in-house promotion or package and hospital inpatient package, offer voucher or price-controlled item, discount card such as FBI/SBI membership card and TMC Careplus card.

7. A Participant has the right to reject the Card, if it has reasonable grounds to suspect, or there has been any report that the Card has been lost, destroyed, damaged, stolen or tampered with.

8. A Participant is entitled to inspect the Card and ask for the identity card or any other form of identification of the Cardholder and/or the Cardholder's parent/s prior to allowing its use. The Cardholder and/or the parent/s shall indemnify and keep TMC, its officers, employees and agents indemnified for any damages, losses, liability, costs, claims, charges, expenses (including legal expenses on a full indemnity basis), actions, judgements or demands whatsoever which TMC, its officers, employees or agents may suffer, sustain or incur or which may be made against it or them directly or indirectly as a result of or in connection with or arising out of the issuance or use of the Card or the refusal of any Participant to honour or accept the Card or to extend or confer any Privilege for any reason whatsoever or the loss or theft of the Card except where due to any negligence or wilful default on the part of TMC, its officers, employees or agents.

9. Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between TMC and the participating medical service providers and merchants, and TMC is not the agent of any participating medical service provider or merchant or vice versa. No participating medical service provider or merchant is authorised to (i) incur any expenses on behalf of TMC; (ii) enter into any engagement or make any representation or warranty on behalf of TMC; or (iii) commit TMC in anyway whatsoever.

10. TMC makes no representation or warranty whatsoever as to the quality of the goods and services provided by Participants and all other representations or warranties, whether written or oral, express or implied, by statute, common law or otherwise whatsoever are hereby excluded.



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11. A Cardholder and/or the Cardholder's parent/s are advised to exercise his/her discretion in patronising any Participant. TMC, its officers, employees and agents shall not be liable to any

Cardholder and/or the Cardholder's parent/s for any damage to property or death or injury to any Cardholder and/or the Cardholder's parent/s or any other person or for any damages, losses, liability, costs, claims, charges, expenses (including legal expenses), actions, judgements or demands whatsoever which any Cardholder and/or the Cardholder's parent/s may suffer, sustain or incur directly or indirectly as a result of or in connection with or arising out of any act or omission of any Participant, its officers, employees or agents or by the cessation of business or winding up of any Participant except where due to any negligence or wilful default on the part of TMC, its officers, employees or agents. TMC may at its absolute discretion, disclose to any third parties details of any information in its possession or control relating to the Cardholder and/or the Cardholder's parent/s (including transactions and purchases of the Cardholder and/or the Cardholder's parent/s). TMC shall not be liable for any loss (whether direct, indirect, incidental, special, punitive or consequential) or damages suffered by reason of any disclosure (inadvertent or otherwise) of any information concerning the Cardholder and/or the Cardholder's parent/s or for any error, omission or inaccuracy with respect to any information so disclosed.

12. The list of Participants and Privileges may be revised from time to time by TMC as it deems fit. TMC makes no representation or warranty as to the scope, number, type, quality or availability of any Participants or Privileges.

13. The Cardholder and the Cardholder's parent/s shall not hold TMC, its officers, employees or agents liable for any loss if TMC is not able to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link, telecommunication failure, civil or industrial dispute, Act of God, fraud or forgery, or due to any other event beyond the reasonable control of TMC, its officers, employees or agents.

14. TMC, its officers, employees and agents shall not be liable for any loss (whether direct, indirect, incidental, special, punitive or consequential) or damages suffered by reason of the Cardholder and/or the Cardholder's parent/s use or inability to use the Card.

15. TMC shall have the right to amend, modify, vary, supplement, withdraw or cancel the terms and conditions herein, including those relating to the withdrawal or addition of Privileges or



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Participants, as it deems fit from time to time, at its absolute discretion, without any prior notice to the Cardholder and the Cardholder's parent/s, and without assigning any reason. Any privilege or benefit to be obtained from or conferred by any Participant may be unavailable, suspended or withdrawn by that Participant at any time for any reason and whether temporarily or otherwise. TMC, its officers, employees and agents shall not be liable for any damages, losses, liability, costs,

claims, charges, expenses (including legal expenses), actions, judgements or demands whatsoever which any Cardholder and/or the Cardholder's parent/s may suffer, sustain or incur directly or indirectly as a result of or in connection with or arising out of any variation, suspension, withdrawal, cancellation or addition of Privileges or Participants.

16.. The Card shall remain the property of TMC at all times. TMC may at any time and in its absolute discretion suspend or terminate the Programme and/or cancel and/or terminate the use of the card by the Cardholder and/or the Cardholder's parent/s, without any reference to the Cardholder or the Cardholder's parent/s, and without assigning any reason for the same. All accrued rights and obligations shall survive the termination and/or cancellation of the Card.

17. All notices or other communications are to be made in writing, and shall be delivered personally or sent by prepaid post addressed to, in the case of the Cardholder, his or her last known address, and/or email address and in the case of TMC, its last known address. Any such notice or communication shall be deemed to have been served in the case of a notice or communication delivered by hand on the day of delivery and in the case of a notice or communication served by prepaid post on the day following that on which the notice or communication was posted.

18. Any person who is not a party hereto shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce or enjoy the benefit of any term of this Agreement, save that TMC's employees, officers and agents shall have the right to enforce the terms and conditions contained in this Agreement where applicable.

19. This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Singapore. The Cardholder and/or the Cardholder's parent/s irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.