

Service Contract

Service terms are shown as below:

1) Service content

- a) The service target is restricted to the above service user. Once this contract is signed, no amendment, change or addition in number of service user is allowed.
- b) Healthcare professional will only provide the service(s) described above. If extra service(s) is/are needed, extra fee and arrangements are needed according to the service(s) required.
- c) Before providing a service, the healthcare professional will assess the condition of the service user (measuring body temperature, pulse, ventilation, blood pressure) 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 described above after assessment, the healthcare professional has to submit the detailed treatment record and has the right to end the service, and we will take the hand to discuss the solutions with the client.
- d) Before the end of the service, the healthcare professional will check the general condition of the service user again (measuring body temperature, pulse, ventilation, blood pressure), ensuring everything is normal before leaving.

2) Service charges

- a) The agreed Service fees will be paid in advance per agreed payment terms
- b) In any circumstances that service time is needed to be extended, we will have to charge extra fee, calculated hourly in ratio. Service less than an hour will also be counted as an hour.
- c) In any circumstances (except the personal reasons of the healthcare professional) that the healthcare professional cannot provide service(s) after arriving the service venue owing to the service user's reasons, client will still be required to pay all the fees for the service on that day/ at that time.
- d) Service charges on public holiday:
 - i. Client will have to pay 1.5 times of the original service charge if services are provided on the following dates:
 1. Statutory holidays assigned by HKSAR (except Lunar New Year's Day, the second day, and the third day of Lunar New Year)
 2. The first day of January, Ching Ming Festival, Labour Day, Tuen Ng Festival, Hong Kong Special Administrative Region Establishment Day, Chinese Mid-Autumn Festival, National Day, Chung Yeung Festival, Christmas Eve, Christmas Day

and New Year's Eve.

3. Client will have to pay 2 times of the original service charge if services are provided on 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.
- e) Client can pay the service charge by cash, credit card, cheque, or bank transfer:
 - i. To pay by cash or credit card, please come to our company within office hour (Mondays to Fridays, 09:30-18:30)
 - ii. To pay by cheque, the cheque must be posted to our company not less than 2 days before the service date (base on the time of receipt by our company). Please make the cheque payable to "OK Care Limited", and mark the name of client/service user as well as contact number at the back of the cheque. Please post the cheque to Rm 912, 9/F, Melbourne Plaza, 33 Queen's Road Central, H.K.
 - iii. To pay by bank transfer, please deposit the fee to our company's bank account 328-82-60781-9 in Shanghai Commercial Bank, and send a photo of the deposit slip to 65141452 through WhatsApp.
 - iv. Download the mobile app of OK Care, and pay credit card via mobile app.

3) Cancellation of service arrangement at last moment

- a) If cancellation and notification are made not less than 7 working days before the service date, paid fee can be postponed to the service next time. However, the service has to be used within 30 days, or the service will be treated as abstention.
- b) If cancellation and notification are made not less than 48 hours before the service date, client has to

pay 50% of the service fee of that time/day, the remaining fee can be postponed to the service next time. However, the service has to be used within 30 days, or the remaining fee will be treated as abstention.
- c) No re-fund can be made if cancellation and notification are made less than 48 hours before the service date.
- d) The hours of notification mentioned in a), b), and c) above are based on the time our staffs receiving your confirmation on phone.

4) Refund Policy and handling charges

- a) Refund can only be made under critical circumstances.
- b) If there is no service provided within 24 hours of the service date, cancellation and refunds can be arranged. A 5% handling fee will be charged from the total service fees of the particular transaction and the cheque will be returned to the service venue within one month.

- c) If the service user is unable to continue the service due to death issue, cancellation and refunds can be arranged. A 5% handling fee will be charged from the total service fees of the particular transaction and the cheque will be returned to the service venue within two months.
- d) If the client wishes to terminate the service, a written notice is required for a refund. A HK\$ 200 handling fee will be charged from the remaining service fees.

5) 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 2 hours. The service fee will be counted and charged as one full day.
- 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.

6) Service arrangement and charge when tropical cyclone 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 service user and the healthcare professionals are mutually agreed if the service to be continued. The pro-rated service fee will be counted and charged.
- d) If a Gale or Typhoon Signal No. 8 or above is going to be hosted, the service user and the healthcare professionals are mutually agreed if the service will be continued, a pro-rated service fee will be counted and charged, whereas the extra service time will be charged 1.5 times of the original fee in ratio during the time.

7) 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 need exceeds the arranged service time, service fee will be charged 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 staffs. We will change a professional for you as soon as possible without extra charge. In case further change of healthcare professional is needed, we will charge an administration fee of HK\$1000 every time.
- 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 bears and/or to deduct it from client's prepaid service charge. Our company will reserve the right to pursue the matter in court.
- f) Unless agreed by our company, all terms in this contract cannot be changed once signed. Please read this contract carefully before signing.
- g) OK CARE LIMITED reserves the right of final decision on any dispute relating to this contract.

8) 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.

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 ☐.

- f) 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.
- g) The above contract terms also apply to OK Care Ltd's associate company.
- h) A letter of referral from doctor is highly recommended.

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.