

## Health Promotion Board

### Terms and Conditions governing the use of the Bitesize mobile application.

Last Revision Date: 30 November 2018

#### 1. INTRODUCTION

The Bitesize 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. Amendments will take effect when posted on the App and you will be notified through the App. Your continued use of the App thereafter represents your agreement to any such amendments. Please read the following terms and conditions carefully before using this App.

#### 2. DATA PRIVACY AND CONFIDENTIALITY

**By using this App, you consent to HPB’s collection, use and/or disclosure of all data, including personal data, collected by and transmitted through the App.**

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##### 2.1 What the App does for you

**It helps you improve your health by:**

- a. Collecting information about you;
- b. Analysing this information;
- c. Detecting health risks that your information reveals;
- d. Prompting you to act in ways that help your health; and
- e. Recommending services that complement these prompts.

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##### 2.2 Information the App collects

The App collects *various types of information about you*, including your personal data. For the purposes of these terms and conditions, “personal data” shall have the meaning given to it in the Personal Data Protection Act 2012 (No. 26 of 2012).

Through the App, we ask you to provide:

**a. Your personal details**

For example, your name, year of birth, and gender.

**b. Your current physical activity level**

For example, what exercise you do, when you do it, and for how long.

**c. Information to build a picture of your life**

For example, the type of job you do, how many children you have, or what other activity you perform.

In addition, the App collects the following information in the background, and we call this “anonymous statistical information”. It cannot identify you. It includes:

**d. Your physical activity**

The number of steps you take in a day, heart rate.

**e. Statistics on how you use the App**

For example, what features you use, when you use them, and for how long.

**f. Data about your device**

The type of device, operating system, and browser you use to access the App.

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## 2.3 What we do with your data

### a. **Your data shows areas of health to improve**

We designed the App to help you lead a healthier life. It nudges you towards healthful behaviour that fits your lifestyle and gives you *personal* feedback in a weekly report (“**Weekly Report**”). To do this the App looks at your data (including personal data) to see how you live. The more data it analyses, the more relevant is its feedback to *your* life.

### b. **Your data helps create better health promotion policies and programmes**

We obtain insights from your data, which in turn helps us create better health promotion policies and programmes to benefit our population.

### c. **Your data helps improve the App**

#### *Using the App*

Our priority is to understand and analyse how you use the App so that we can improve it over time. For example, from the general: which days you use the App and which functions you use, to the specific: at what time you access the App, the order in which you use the functions, and how long you spend on each one.

#### *Contacting you*

We also use your personal data to provide you with services and campaigns in which we contact you for feedback and send you marketing material.

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## 2.4 Who we share your data with

**By using the App, you consent to us sharing your personal data with Public and Private Trusted Partners, as set out below.**

#### *Government/Public Trusted Partners*

HPB may share your identifying and non-identifying data with other public agencies, unless the law prevents it.

#### *Private Trusted Partners*

HPB may share your non-identifying data with non-Government entities who we have authorized to carry out functions on our behalf to make the App work.

Otherwise we do not share your personal data.

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## 2.5 What you get from sharing your data

#### *Personal*

As you use the App, it collects your lifestyle data. Over time, the App will be able to provide you personalised feedback to help you cultivate healthy behaviours that fit your lifestyle.

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## 2.6 How we protect your personal data

#### *Technical Data Security*

To safeguard your personal data, we ensure that all electronic storage and transmission is secured with appropriate security technologies.

#### *Academic or Scientific Journals*

We ensure that only anonymized statistical information is used for publication in academic or scientific journals.

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## 2.7 Your Consent

### **When you use the App, you give your consent to HPB to:**

- a. Collect, use, and disclose your data (including personal data) to make the App work the way we have said it will; and
- b. Send your data (including personal data) from the App to HPB through the App's server.

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## 2.8 Governing Data Privacy Policies

#### [Privacy Statement of the Health Promotion Board](#)

This Privacy Statement, as made available at <https://www.hpb.gov.sg/privacy-statement>, defines how any personal data collected by and transmitted through the App to HPB will be treated. HPB may change the terms of this Privacy Statement at any time in its sole discretion. If you continue to use the App after we change the terms of the Privacy Statement, you represent that you agree to the new terms.

## **3. RIGHTS AND OBLIGATIONS OF USERS**

By using our App, you represent, warrant and/or agree that:

- 3.1 Any and all information you provide is true and correct, and you remain fully responsible for the accuracy of the information given;
- 3.2 You consent to HPB disclosing to third parties (as per Clause 2.4 above) and using any photographs, video recording, or other data collected from you or otherwise relating to your use of this App for the following purposes, without further notice to you:
  - a. all purposes relating to the App, challenges and programmes conducted on the App (including but not limited to the planning, implementation and conduct of activities, the evaluation of results, the determination of winners, the sharing of information with companies/organizations/institutions, and the award of prizes);
  - b. historical or statistical research; and
  - c. publication in academic or scientific journals, as per Clause 2.6 above.
- 3.3 You will abide by the following terms that govern your use of your account on the App ("**User Account**") ("**Acceptable Use Policy**") and your activity in any message board, news group, chat room, social media platform and/or other public forum made available via your use of the App (collectively "**Forums**");

### 3.4 Postings

- 3.4.1 You are solely responsible for the content of all information, data, text, messages, photographs, videos, images, graphics, audio recordings and other material (collectively “**Postings**”) as such Postings are submitted by you and agree to release HPB from any liability whatsoever and indemnify and hold HPB harmless from and against any loss and damage suffered by HPB arising from claims, demands or legal proceedings related to any Postings, including costs incurred by HPB in defending such claims, demands or legal proceedings.
- 3.4.2 You further acknowledge and agree that you are responsible for ensuring that you have the right to submit all Postings in any Forum and that no content of any such Posting infringes on the intellectual property rights or other rights of any person, and all Postings shall not be misrepresented as HPB’s views or are endorsed by HPB.

#### 3.4.3 Content standards for Postings

Postings must:

- a. be relevant to the purpose of the Forum and the nature of any topic;
- b. be accurate (where they state facts);
- c. be genuinely held (where they state opinions); and
- d. comply with applicable laws in Singapore.

Postings must not:

- e. contain any material which is defamatory of any person or entity;
- f. contain any material which is obscene, offensive, hateful or inflammatory;
- g. be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety;
- h. be likely to harass, upset, embarrass, alarm or annoy any other person;
- i. contain or promote sexually explicit material;
- j. promote violence or aggression;
- k. promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- l. be used to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- m. contain any viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- n. contain any material which infringes any intellectual property right or other right of any other person;
- o. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- p. advocate, promote or assist any illegal activity or unlawful act such as (by way of example only) intellectual property infringement or computer misuse;
- q. be likely to mislead or deceive any person;
- r. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

- s. give the impression that they emanate from us;
- t. contain any materials that are private or confidential.

### 3.5 Monitoring

- 3.5.1 To the extent that any Posting is posted onto Forums managed or controlled by us, we reserve the right, in our sole discretion, to delete, edit or modify any Posting submitted by you and/or to discontinue any discussion thread or topic, at any time without notice to you.
- 3.5.2 We also reserve the right to monitor, intercept and review, without further notice, any Posting to ensure that our Acceptable Use Policy is being complied with and for legitimate business purposes and you consent to such monitoring by your use of your User Account. This includes, without limitation:
  - a. the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies; and
  - b. storing copies of such data or communications for a period of time after they are created, and the deletion of such copies from time to time without notice.

### 3.6 Moderation

We will use reasonable endeavours to assess and decide in each case whether it is appropriate to moderate (including what kind of moderation to use) for Postings submitted to the Forums. Although our administrators and moderators will attempt to keep Postings in contravention of this Acceptable Use Policy off the Forums, it is impossible for us to review all content, and we expressly exclude our liability for any loss or damage suffered by you arising from any objectionable content and/or the use of any Forum by a user in contravention of this Acceptable Use Policy.

### 3.7 Suspension and termination

- 3.7.1 We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of any Forum. When a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate.
- 3.7.2 Failure to comply with any term herein constitutes a material breach in of the Acceptable Use Policy regarding use of your User Account and our App, and may result in our taking all or any of the following actions:
  - a. issue of a warning to you;
  - b. immediate, temporary or permanent removal of any Posting uploaded by you to any Forum;
  - c. immediate, temporary or permanent termination of your User Account;
  - d. immediate, temporary or permanent withdrawal of your right to use any Forum;
  - e. legal proceedings against you for reimbursement of all loss and damage, including costs, resulting from the breach; and/or

f. disclosure of all relevant information to law enforcement authorities as we reasonably feel is necessary.

3.7.3 The responses described above are not exhaustive, and we may take any other action we deem appropriate.

3.7.4 You acknowledge and agree that any Postings in the Forums do not in any way represent the views of HPB nor are endorsed or approved by HPB. HPB therefore does not assume any liability or responsibility for these Postings and you shall not rely on such Postings.

#### **4. LIABILITY**

4.1 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.

4.2 HPB does not guarantee that access to this App will be uninterrupted or error free. To the fullest extent permitted by applicable laws, HPB on behalf of its directors, officers, employees, agents, suppliers, licensors and service providers, 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 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. 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.

4.3 To the fullest extent permitted by law, HPB shall not be liable for or in respect of any expenses, losses, costs, damages, liabilities or other consequences of whatsoever nature (collectively "**Losses**") suffered or incurred directly or indirectly by you, howsoever caused or arising and without limiting the generality of the foregoing, whether by reason of or on account of any act or omission whether negligent or otherwise on the part of HPB or its employees, directors, servants or agents, even if HPB or its employees, directors, servants or agents are advised of the possibility of such Losses.

4.4 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. HPB will not be responsible, under any theory of liability or indemnity,

for your use of or reliance on the information on this App, and you shall release HPB from any liability whatsoever arising from your use of or reliance on the information on this App.

#### 4.5 A Common Sense Approach to Increased Physical Activity

Regular exercise has many health benefits and for most people more exercise is safe. But the App does not know your medical history. So if you do not exercise often you should check with your doctor before you start.

##### **Six questions to help you decide if you should see a doctor.**

Even if you do exercise regularly, your answers will tell you if you should inform your doctor that you plan to exercise more, before starting. Read the questions carefully, answer **Yes** or **No** honestly and use common sense if you are unsure of the answers.

If you answer **No** to **all** questions you can be reasonably sure that there is low risk to more exercise. If you answer **Yes** to **any** of the questions, ask your doctor about doing more exercise.

##### Question 1

Has your doctor ever said that you have a heart condition and should only do physical activity recommended by a doctor?

##### Question 2

In the past month, have you had chest pain at any time?

##### Question 3

Does dizziness cause you to lose your balance or consciousness?

##### Question 4

Do you have a bone, joint, or muscle problem (e.g. back, knee, hip, shoulder, or ankle) that may worsen if you do more physical activity?

##### Question 5

Do you take any medication for your blood pressure or for a heart condition?

##### Question 6

Do you know *any* reason why you should not do any exercise or physical activity?

##### **When you click “Accept”, you:**

- **Confirm** that you have *read, understood, and completed* these questions honestly and to the best of your knowledge;
- **Accept** responsibility for your answers;
- **Accept** that every time you use the App, you must ensure that you are well enough to exercise;
- To the fullest extent permitted by law, **indemnify** HPB and its directors, employees, agents, and servants against any loss or injury that you suffer directly/indirectly as a result of the increased physical activity that you do after you begin to use the App. This means that you agree that you will release HPB from any liability whatsoever and

will not make HPB pay for any loss or injury you suffer as a result of your doing more exercise.

## **5. HYPERLINKS AND THIRD PARTY SYSTEMS/APPLICATIONS**

- 5.1 HPB is not liable or responsible in any way for any user generated content. 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.
- 5.2 This App may contain links to other websites (“**Linked Website**”) owned and/or operated by third party(ies) who are not related or affiliated to the HPB. The Linked Websites are not under the control or supervision of HPB and 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.
- 5.3 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 HPB. Your link to any such Linked Website is entirely at your own risk. 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.
- 5.4 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, 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.

## **6. INFORMATION ON DEVICE**

- 6.1 You may be issued with one (1) wearable device (model: ACTXA TEMPO2) (“**Device**”) that will be synchronised with the App via your smartphone. Devices given under Bitesize are limited and available on a first-come-first-served, while stocks last basis. The Device will collect your data (including personal data) and transmits such data to the App when synchronised with the App. You must be seventeen (17) years of age and above, must be a Singapore Citizen or Singapore Permanent Resident with a valid NRIC, and must have a smartphone with operating system compatible with the App and a Singapore registered mobile number. If you have collected a wearable device from the National Steps Challenge™ Season 4, you will not be able to collect another device in connection with your use of the App. Similarly, if you have collected the Device in connection with your use of the App, you will not be able to collect another wearable device from National Steps Challenge™ Season 4. HPB’s decision on the allocation of Devices to you is final. Requests for exchange of different models of Devices or any requests to collect more than one (1) Device for any one individual will not be entertained.

6.2 If you are eligible, you may collect your free HPB fitness tracker (ACTXA Tempo 2) for Bitesize **ONLY AT *National Steps Challenge™ Customer Care Centre @ Bugis Challenger Outlet (Basement)***. Information on our National Steps Challenge™ Customer Care Centre (Bugis Challenger Outlet (Basement)) can be found at <https://www.healthhub.sg/programmes/37/nsc>. Please note that collection of Bitesize trackers at NSC Customer Care Centre @ Bugis Challenger Outlet (Basement) will only be available from 18th Feb 2019 onwards. You will need to ensure that you have your original NRIC or photo ID with you, as well as your mobile phone with Bitesize app downloaded (with profile created) for collection of HPB Fitness Tracker for Bitesize.

Please note that there is strictly no collection on-behalf. HPB fitness trackers (ACTXA Tempo 2) for Bitesize are limited and are available on a first-come-first-served, while stocks last basis. Once issued, the free HPB fitness tracker is non-transferrable and non-assignable.

6.3 Faulty Devices can be exchanged on a one-for-one basis only at the *National Steps Challenge™ Customer Care Centre @ Bugis Challenger Outlet (Basement)*. Information on our National Steps Challenge™ Customer Care Centre (Bugis Challenger Outlet (Basement)) can be found at <https://www.healthhub.sg/programmes/37/nsc>. within the stipulated warranty period. For the avoidance of doubt, a one-for-one exchange may only be effected for any manufacturer's defects in the workmanship and material used in respect of the Device. An exchange shall not be allowed in instances of general wear and tear, excessive use or misuse and/or any damage resulting from the failure to use the Device in accordance with the product instructions/manual. Examples of instances where exchanges will not be allowed include but are not limited to decreased battery life due to inappropriate charging, scratches, broken straps, screen cracks, water seepage and breakage. For the avoidance of doubt, accessories to the Device, including but not limited to the charging cable (if any), detachable strap and strap pins are not covered under the warranty for the one-to-one exchange. Once issued, the Devices are non-transferrable and non-assignable.

6.4 The HPB-issued Devices are provided as a public service and are meant to provide you with information to encourage an active and healthy lifestyle. HPB-issued Device and compatible fitness tracking devices are intended to be a close estimation of your activities and metrics tracked but may not be precisely accurate. The HPB-issued fitness trackers are not medical devices and the data provided is not intended to be utilised and/or relied on for medical purposes.

## **7. PROPRIETARY RIGHTS & RESTRICTED USE (INTELLECTUAL PROPERTY)**

7.1 All intellectual property and rights in the App, including source codes, pages, documents and images, graphics, trademarks, trade names, logos, audio and video are protected by law. The intellectual property rights in these materials are owned by or licensed to us by third parties. All rights are expressly reserved.

7.2 Apart from any fair dealings for the purposes of private study, research, criticism or review, as permitted in law, no part of the App (including all content and logos, whether registered or unregistered), may be reproduced or reused for any commercial purposes whatsoever without our prior written permission.

- 7.3 Users shall not upload, post or email to this App any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, objectionable or profane material, or any other content that could give rise to any civil or criminal liability under the law.

## **8. GENERAL AND OTHER TERMS & CONDITIONS**

- 8.1 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.
- 8.2 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 without invalidating any of the remaining provisions of these terms and conditions.
- 8.3 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.
- 8.4 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.
- 8.5 Your use of the App is voluntary and you may choose to discontinue your use of the App at any time.
- 8.6 HPB reserves the right to terminate the participation of and/or withdraw compensation and/or rewards (if any) from any person who is in breach or not compliant with any of the terms of these terms and conditions at its sole discretion.
- 8.7 You agree and consent to having HPB or appointed vendors to contact you to obtain feedback about the App and its related devices, applications and/or any other matters related thereto.
- 8.8 By clicking on “Accept” and using the App, you agree to be bound by and to comply with the terms and conditions. HPB may, at any time, in its sole discretion and without prior notice or liability to you, vary, modify and/or amend the terms within the terms and conditions. Please review these T&Cs 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.