

TERMS OF USE

WOODLANDS HEALTH RETAIL PHARMACY (WHRP)

ORDERING VIA WHATSAPP BUSINESS

These Terms of Use govern your access to and use of WoodlandsHealth Pte Ltd's WhatsApp Business service for ordering retail pharmacy items, along with any related service (the "Service").

By accessing or using any part of the Service, you unconditionally agree that you have read, understood, and as a condition to your access or use of the Service, agree to be bound by these Terms of Use and any amendments thereto from time to time. We may change these Terms of Use at any time, at our sole discretion. You must read the Terms of Use carefully each time you access or use any part of the Service, as such access or use will constitute your agreement to the Terms of Use or any such amendments to it.

If you do not agree to these Terms of Use, please do not use the Service or any part of the Service.

Service and Delivery

1. The Service is only applicable to the certain categories of retail pharmacy items during store business hours.
2. Local free delivery is only valid for minimum of S\$120 NETT spending. Otherwise, charges for local delivery will be at a flat rate of S\$4.99.
3. Items will be processed and delivered after payment has been made and confirmed.
4. Delivery of orders take a minimum of 3 working days (not including public holidays and Sundays).
5. You have the option to choose the delivery timing slots from Monday to Saturday (9am-1pm or 2pm-6pm) on the earliest delivery date. While we will endeavour to adhere to the selected delivery timing slots, we are unable to accommodate requests for specific delivery times or guarantee that the delivery will be attempted during the selected timing slot.
6. There will be no delivery on Sundays, or public holidays.
7. No changes to the order are allowed after payment is confirmed.
8. Items purchased through the Service cannot be RETURN/EXCHANGE/REFUNDED unless item(s) received are defective/faulty. In such event, we will either refund the purchase price or return/exchange the purchased item(s), at our discretion. Proof of receipt is required.
9. WHRP reserves the right to vary these terms and conditions for the use of the Service and delivery if there are any stock availability issues, changes to prices and/or offers at any time without prior notice to you.
10. In the event of any dispute in relation to the Service and/or the delivered items, the decision of WHRP shall be final and binding.

Payment Policy

1. WHRP will **only** collect payment through PayNow/PayLah! with the **UEN:201426682D** under the company name **WOODLANDSHEALTH PTE. LTD.**
2. You will receive a confirmation **message** when payment is successful.
3. Please keep a **screenshot of your paylah/paynow** transaction as reference until you receive your order.
4. Any cancellation of orders made within 24 hours from receipt of payment will be subjected to an administrative charge of S\$10. Refunds (less the aforesaid administrative charge) shall be made via the initial method of payment.
5. No cancellation of orders shall be permitted after 24 hours from receipt of payment.

Availability and Restrictions

1. We reserve the right to update or modify the Service from time to time, restrict or deny access to the Service without providing any reason whatsoever, and/or to discontinue or terminate the Service at any time without any notice or liability to you whatsoever.
2. You agree to terms of NHG's Data Protection Policy outlined in **[Personal Data Protection Notification (wh.com.sg)]** as may be amended from time to time. The terms of the NHG Data Protection Policy shall be deemed a part of these Terms of Use.
3. You shall not interfere, or attempt to interfere, with the proper working of the Service.
4. Where the Service provides hyperlink(s) to material not maintained or controlled by us, we shall not be responsible for the content of the hyperlinked material and shall not be liable for any damages or loss arising from access to the hyperlinked material. Use of the hyperlinks and access to such hyperlinked materials are entirely at your own risk. The hyperlinks are provided merely as a convenience to you and do not imply endorsement by, association or affiliation with the contents of or provider of the hyperlinked materials.
5. The Service is provided on an "as is" and "as available" basis without warranties of any kind. To the fullest extent permitted by law, we make no representations or warranties of any kind whatsoever in relation to the Service and hereby disclaim all express, implied and/or statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise.
6. We shall not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including but not limited to any direct or indirect, special, or consequential damages, loss of income, revenue, or profits, lost or damaged data, or damage to your mobile device, computer, software, or any other property, whether arising directly or indirectly from –
 - a. your access to or use of the Service, or any part thereof;
 - b. any loss of access or use of the Service or any part of the Service, howsoever caused;regardless of whether we have been advised of the possibility of such damage or loss.
7. You agree to defend and indemnify and keep us and our officers, employees, agents and contractors harmless against all liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with your access or use of the Service (including third party software or services) or your non-compliance with the Terms of Use or Third Party Terms or any Incorporated Terms, whether or not you had been advised or informed of the nature or extent of such liabilities, losses, damages, costs or expenses. You warrant and represent that your access or use

of the Service does not and will not breach or violate any laws, regulations, applicable to you, and that you shall not transmit any malicious code, illegal, infringing, or undesirable content or materials to us, our agents, or any Third Party.

8. Without prejudice and in addition to our other rights herein our total cumulative liability to you arising out of or in connection with these Terms of Use and the Service shall in no event exceed the amount of fees or payment received by us from you via your use of the Service.

Third Party Materials

1. The Service may require, enable, or facilitate access to or use of software or services of a third party ("Third Party"), including but not limited to WhatsApp, PayNow and PayLah!. In such an event, there may be terms of use of the third-party software or service (the "Third Party Terms"). You are required to check and read the most up-to-date versions of these Third-Party Terms and you are deemed to have notice of the same. You also acknowledge that we do not control or manage the third-party software or services.
2. If the Third-Party Terms require you to enter into an agreement directly with the Third Party, then you unconditionally agree to enter into such agreement, and in any event, to be legally bound by the Third-Party Terms.
3. If the Third-Party Terms require us to incorporate certain terms in these Terms of Use, such terms are deemed to have been so incorporated (the "Incorporated Terms"). If the Third-Party Terms expressly or impliedly require these Terms of Use to be altered such that the Third-Party Terms are complied with, these Terms of Use shall be deemed to be so altered but only to the extent necessary.
4. Some Third-Party Terms grant the Third Party, or require us to grant the Third Party, direct rights of enforcement of these Terms of Use as a third-party beneficiary, against you. Such Third-Party Terms are deemed to have been incorporated into these Terms of Use, and you hereby agree to grant such Third Party, such direct rights of enforcement against you.
5. Without prejudice and in addition to the foregoing, we shall not be responsible for your use of any software or service of a Third Party.

Law

1. These Terms of use shall be governed by and construed in accordance with the laws of Singapore.