

Privacy Policy

Effective Date: 2025-10-16

Mobile Application: Distinct Health Global (the "App")

Developer: DISTINCT HEALTHCARE MALAYSIA SDN BHD

Registered Entity: DISTINCT MEDICAL ASSISTANCE LIMITED

Server Location: Singapore Cloud Server

A. Introduction

This Privacy Policy explains how Distinct Healthcare Holdings Limited including its subsidiaries, related corporations or any of its Affiliates (collectively, referred to as "DHHL" and subsequently referring to 'we', 'us' or 'our') collects, uses, stores, discloses, and transfers your personal data when you use the App. The App is developed by our Malaysia subsidiary, registered under our Hong Kong subsidiary, and stores data on Singapore cloud servers. We are committed to comply with all applicable laws and regulations including but not limited to :

- Malaysia's Personal Data Protection Act (PDPA 2010) 2010;
- Singapore's Personal Data Protection Act (PDPA 2012) 2012;
- Hong Kong's Personal Data (Privacy) Ordinance (PDPO).

By using the App you represent that you have read, understood, and agreed to this Privacy Policy and consented to the processing of your personal data by us or on our behalf. If you disagree or do not consent to this Privacy Policy, stop using the App immediately.

"Affiliates" is any entity that controls, is controlled by, or is under common control, in each case either directly or indirectly with either a subsidiary or related corporation of the group, where "control" means the ownership of or the power to vote representing more than 50% of voting stock, shares or interests of the entity.

B. Personal Data We Collect

We only collect data necessary for service provision (per the "principle of necessity"):

1. Data Types

Your personal data processed by us may include, where relevant:

- Basic Personal Information: Name, identity card number or passport, phone number, email, region, address, date of birth (provided during registration/appointment);
- Personal Health Data (Sensitive Personal Data): Information you voluntarily provide to complete a medical appointment, which may reveal your health condition, such as symptoms described to a medical institution or medical history (where applicable). We apply special protection measures to safeguard such data.

- Health-Related Preferences and Browsing Data: Your selected health interest tags and browsing records of health-related articles.
- Device & Usage Data: Device model, OS version, access time, page stay duration (automatically collected via cookies).
- any personal data required for the purposes set out in Item 3 of Section B below.

2. Collection Methods

We collect your personal data through:

1. User submission (registration, forms, bookings);
2. Automatic collection (cookies, see item 3 of Section E);
3. Third-party sources (with consent, e.g., partner clinics' booking records).

3. How We Use Your Data

We collect, use, store, disclose, transfer or otherwise process data for one or more of the following purposes:

- Core services: Account management, clinic info display, medical tips delivery;
- Experience optimization: Personalized content recommendations based on usage habits;
- Service fulfillment: Processing bookings and consulting requests;
- Security: Detecting abnormal logins and fraud prevention;
- Compliance: Responding to legal inquiries and fulfilling obligations.

No use for unrelated purposes without your explicit consent (especially for sensitive medical data).

C. Data Storage & Security

1. Storage Details

- Location: Primarily on Singapore cloud servers (PDPA-compliant), with limited transfers to Malaysia (R&D) and Hong Kong (operations);
- Retention Period:
 - Basic info: Registration to 12 months post-account deletion;
 - Medical data: 3 years post-last service interaction;
 - Usage data: 6 months after collection purpose is fulfilled.

Expired data is encrypted/destroyed or anonymized (non-identifiable).

2. Security Measures

We implement robust data protection mechanisms to safeguard the sensitivity of your personal data, including:

1. Encryption: AES-256 for storage, TLS 1.3 for transmission;
2. Access control: Role-based permissions + 2-factor authentication for sensitive data;
3. Backup: Daily incremental + weekly full backups, regular security drills.

You are required to ensure the security of your password and not to disclose it to another party to reduce the risk of data breaches.

3. Data Sharing & Disclosure

We never sell your data. Sharing is limited to:

3.1 Internal Sharing

Your personal data may be shared between Malaysia (R&D), Hong Kong (operations) subsidiaries—only for service needs, governed by internal data processing agreements.

3.2 Third-Party Sharing

Your personal data may be shared with:

1. Partner clinics: Booking-related info (with your confirmation);
2. Service providers: Such as cloud/server vendors (bound by data processing agreements);
3. Legal requirements: Court subpoenas or regulatory orders;
4. Any other person which we may deem necessary.

D. Cross-Border Data Transfer

1. Transfer Scenarios

- Malaysia: Anonymized usage data for App optimization;
- Hong Kong: Basic account info for consulting services;

2. Compliance Safeguards

To provide the App's services, your personal data may be transferred among Singapore (primary storage location), Hong Kong (operational headquarters), and Malaysia (R&D center).

We ensure that all cross-border data transfers are based on lawful legal grounds and protected by adequate safeguards, including but not limited to:

- For data transfers governed by the EU General Data Protection Regulation (GDPR), we rely primarily on Standard Contractual Clauses (SCCs) approved by the European Commission to establish contractual obligations with data recipients;
- For transfers to Malaysia and Hong Kong, we implement legally binding intra-group rules and data processing agreements to ensure the recipients provide a level of protection equivalent to this Policy;
- In certain cases, we may obtain your explicit consent before such transfers occur;
- All sensitive personal data transferred across borders will be encrypted prior to transmission.

E. Your Rights

1. Access and Update of Data

Under applicable laws, you may:

1. Access/correct your data;
2. Request deletion (when data is no longer needed);
3. Withdraw consent for sensitive data processing (may limit services);
4. Lodge complaints with regulators.

2. How to Exercise Rights

Email tech_dev@distincthealth.com with your request. We verify identity (via registered phone/email) and respond within 14 working days.

3. Cookies & Similar Technologies

We use cookies to optimize services:

- Necessary cookies: Maintain login (cannot be disabled);
- Analytics cookies: Track usage (disabling does not affect core functions).

Manage settings in your device, but some features may be limited.

F. Data Breach Notification

In the event of a personal data breach, we will immediately activate our emergency response plan to contain the breach and assess potential risks.

We will strictly comply with the timelines and requirements prescribed by the laws and regulations of the jurisdiction where the incident occurs and where affected users reside, when notifying regulators and affected individuals.

Our notification will include, to the extent possible:

- the nature of the incident;
- the types of data potentially affected;
- the remedial actions we have taken or recommend you to take; and
- guidance on self-protection measures you may adopt.

G. Policy Updates

Please be aware that we may update the Privacy Policy from time to time for legal/business changes. You'll be notified via App pop-up/email. Continued use of the App means acceptance of the policy updates.

H. Governing Law & Disputes

This Privacy Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Any dispute, controversy, claim or difference arising out of or in connection with this Privacy Policy shall be first settled through friendly negotiations. If the dispute cannot be settled within thirty (30) days, it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The language of the arbitration shall be English. Governed by Malaysia PDPA 2010, Singapore PDPA 2012, and Hong Kong PDPO. Disputes are first resolved via negotiation; unresolved ones go to Hong Kong International Arbitration Centre.

I. Contact Us

- Email: tech_dev@distincthealth.com
- Hong Kong Address: SUITE 603, 6/F LAWS COMM PLAZA, 788 CHEUNG SHA WAN RD, KL
- Response Time: 14 working days