

The terms (“Terms”) herein constitute a legal contract between Samitivej Company Public Limited (“Samitivej”) and medical professionals, healthcare providers or health care staff (“you”).

Whereas, Samitivej is granted to use Samitivej Prompt Application (the “App”) for online health monitoring process.

Whereas, you are granted to access and use the App on behalf of Samitivej in order to provide health services to patients ("Patients") of Samitivej.

By using the App, you agree as follows:

1. The Confidential Information shall mean (a) any information or data disclosed by the Patients (e.g., Patients’ name, Patients’ ID numbers, Patients’ diagnosis, user ID and password of the Patients); and (b) any personal information related to the App (e.g., user ID and password of the Healthcare Providers).
2. You will not use the Confidential Information for any purpose other than giving health services to the Patients.
3. You will maintain the confidentiality of all Confidential Information furnished via the App, and will not use, disclose or reproduce any Confidential Information except as required to perform its obligations to provide the health services to the Patients, or as required by law or court order to be disclosed.
4. You will protect the Confidential Information to the same extent and at least the same manner a prudent person protects his own confidential information.
5. You will not have any rights to any Confidential Information.
6. You will comply with all privacy laws applicable to the use of the App, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the Personal Data Protection Act B.E. 2562. In addition, you will comply with all the App’s safeguards and procedures in order to protect the security of the Confidential Information.
7. In case you find any infringement or possible infringement, unauthorized use, or misappropriate of disclosure of the Confidential Information by any person, you shall promptly inform Samitivej. You will cooperate with Samitivej to prevent any further infringement, use or disclosure thereof.
8. You agree to indemnify, and to keep indemnified, Samitivej against all actions, claims, liabilities, damages, costs, charges and expenses which Samitivej may suffer or incur in connection with or arising out of your breach of the Terms or by any other person to whom you has disclosed or given access to the App or any part of the Confidential Information.