

# Terms & Conditions for ALL participants on the SIMPLeTPA Platform

**Version: June 12, 2023**

SIMPLeTPA Platform is a shared environment designed to bring various parties - particularly patients and healthcare providers – together in a more efficient and transparent way to improve overall healthcare outcomes. The following Terms & Conditions (T&Cs) are for ALL participants on the platform. Not all sections may be as important as others, but we share them here to assure greater transparency and better understanding of the various obligations and responsibilities of different participants on the platform. Of course, if you have any questions about the T&Cs, please feel free to email us at [ContactUs@SIMPLeTPA.com](mailto:ContactUs@SIMPLeTPA.com).

It is with great pleasure that we welcome everyone to the SIMPLeTPA Platform. This platform was designed to facilitate multiple parties usually involved in providing medical services – the member/patients (“MEMBERS”), the healthcare service and product providers (“PROVIDERS”), the healthcare sponsoring companies/partners (“SPONSORS”) and SIMPLeTPA corporation (“SIMPLeTPA”).

And to be transparent about who we are, you may also find more information about SIMPLeTPA as well as download a copy of our Bureau of Internal Revenue certification in the “About” Section of this website (<https://simpletpa.com/terms-and-conditions>).

And thank you in advance to all our healthcare service/product providers. You are a critical part of the SIMPLeTPA health and well-being platform and it is critical for the overall integrity of the platform that all persons maintain the highest level of integrity and confidentiality to assure all uses of the platform adhere to all the terms and conditions noted below.

## 1. Introduction

- 1.1. Please read these Terms & Conditions carefully. By using the SIMPLeTPA Platform (“SIMPLeTPA Platform”), you agree that you have read and understood the Terms & Conditions which are applicable to you. These Terms & Conditions and Conditions constitute a legally binding agreement (“Agreement”) between you and SIMPLeTPA. The Agreement applies to your use of the SIMPLeTPA Platform provided by DISCOVER. If you do not agree to the Terms & Conditions, please do not use or continue using the SIMPLeTPA Platform. These Terms & Conditions also apply to children and other persons who do not have contractual capacity, but for whom registration was made by a person legally able to make contractual commitments on their behalf.
- 1.2. SIMPLeTPA may amend the terms in the Agreement at any time without prior notice. Such amendments shall be effective once they are updated to the app and will also be posted at <https://www.SIMPLeTPA.com>. We recommend you review the Terms & Conditions regularly. Your continued use of the platform services after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.
- 1.3. SIMPLeTPA, IS A THIRD PARTY ADMINISTRATION (TPA) COMPANY WHICH PROVIDES A PLATFORM FOR REGISTERED MEMBERS AND DULY REGISTERED PROVIDERS TO AVAIL OR PROVIDE BENEFITS ESTABLISHED AS PART OF EMPLOYER FUNDED BENEFIT PLANS. THE PLATFORM IS DESIGNED TO FACILITATE THE PAYMENT OF BENEFITS BASED ON THE PROVISIONS AND LIMITATIONS PROVIDED BY THE PLAN; BENEFIT PLANS (INCLUDING BUT NOT LIMITED TO) ALL FEATURES AND LIMITS) ARE SUBJECT TO CHANGE AT ANY TIME AT THE SOLE DISCRETION OF

THE EMPLOYER. NEITHER DISCOVER ASO CORPORATION NOR THE EMPLOYER ARE RESPONSIBLE FOR THE ACTS AND/OR OMISSIONS OF ANY MEMBER OR PROVIDER HENCE SHALL NOT BEAR ANY LIABILITY IN RELATION TO SUCH SERVICES OR PRODUCTS AVAILED OTHER THAN TO FACILITATE THE PAYMENT OF STATED BENEFITS. MEMBERS OR PROVIDERS ARE NOT, AND SHALL NOT HOLD THEMSELVES TO BE AN AGENT, EMPLOYEE OR STAFF OF DISCOVER AND THE SOLUTIONS PROVIDED BY THEM SHALL NOT BE DEEMED TO BE PROVIDED BY DISCOVER OR THE EMPLOYER.

2. **Definitions:** In these Terms & Conditions, the following words shall have the meanings ascribed below:
- 2.1. "Application" means the relevant website application(s) made available by SIMPLeTPA (or its licensors) to Members and Providers, respectively,
  - 2.2. "Clinic" means a duly licensed medical facility ("PROVIDER") that can provide and render the required medical service to the Members by making available all its medical and diagnostic services on an out-patient basis,
  - 2.3. "Sponsor" means the Employer who has agreed to sponsor and pay for benefits provided on the SIMPLeTPA platform for Members who have been authorized by the Employer as eligible for said benefits,
  - 2.4. "Guarantee of Payment" shall refer to the digital or printed authority which states that the Member can proceed to avail healthcare services approved in the GOP and in line with the Members plan/contract provisions as set forth by the SPONSOR. The SPONSOR guarantees to provide settlement via SIMPLeTPA to pay the PROVIDER up to the amount stated in the GOP. The GOP shall also serve as the authorization for SIMPLeTPA to process the availment amount directly from the Employer's Revolving Account/credit facility to the PROVIDER from whom authorized services were availed. SIMPLeTPA will not facilitate settlement on behalf of the SPONSOR of any charge over and above the amount stated in the GOP,
  - 2.5. "Hospital" means a medical facility ("PROVIDER"), devoted primarily to the diagnosis, treatment and care of individuals suffering from illness, disease, injury or deformity, or in need of obstetrical or other medical and nursing care, authorized by law and an active member in good standing of the Philippine Hospital Association,
  - 2.6. "Member" means any registered SIMPLeTPA Member ("MEMBER") who accesses or uses the Platform to search and obtain medical services. Registered Members access is controlled by the sponsoring Employer and eligibility is controlled exclusively by the SPONSOR,
  - 2.7. "Member Charges" means charges incurred in excess of the benefit limits of the healthcare plan by Members for the medical services obtained through the use of the Platform, including any applicable taxes and any other fees or charges that may be due for a particular use of the medical service,
  - 2.8. "Personal Data" is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, telephone number, bank and credit card details, email address, your image, government-issued identification numbers, biometric data, date of birth, marital status, and health information,
  - 2.9. "Platform" means the Application, Software and any other platform, portal or website which SIMPLeTPA owns, operates or otherwise makes available to Members and/or Physician's for the purposes of or in connection with the medical service,

- 2.10. "Platform Content" means any content as made available on the Platform or any part thereof,
- 2.11. "Privacy Policy" means our privacy policy accessible at: <https://www.simpletpa.com/privacy/> as amended from time to time,
- 2.12. "Proprietary Information" shall refer to information developed independently by either Party and maintained confidential and shall not include information available or known to the public or already known to the other Party from sources other than the Party laying proprietary claims on such information. "SIMPLETPA Policies" means the Privacy Policy, Physician Code of Conduct, and all other forms, policies, notices, guidelines, frequently asked questions (FAQs), in-app or website product/service descriptions and information cards, or agreements provided to or entered into by you from time to time,
- 2.13. "Provider" shall refer to healthcare Providers such as hospitals, medical institutions, clinics, laboratories, pharmaceutical Providers, including individual practitioners which are either specifically authorized by SIMPLETPA or healthcare Providers who are willing to accept payment in line with the approved GOPs/LOAs. SIMPLETPA allows healthcare service Providers to base on their submission of proper certification. SIMPLETPA does not accredit, recommend, endorse or otherwise vouch for any provider,
- 2.14. "Software" means any software associated with the Application, Service and/or other Members which is made available by SIMPLETPA,
- 2.15. "Suspicious/Unauthorized Transactions" shall mean SIMPLETPA transactions under suspicious circumstances and/or unauthorized purposes such as, but not limited to:
- 2.15.1. The use and presentation of a digital or printed SIMPLETPA GOP/LOA bearing a name and/or identification different from that of the person presenting the same or where the natural features of the presenter do not appear to match the identity of the person whose name and ID number appear on the SIMPLETPA GOP/LOA and/or,
- 2.15.2. The use of the SIMPLETPA Member User account or platform for services to be rendered to or medical costs and charges to be incurred by a person other than a SIMPLETPA Member or Provider.
- 2.16. "User(s)" means any person with logon on credentials to the SIMPLETPA Platform.
- 2.17. "Anti-Corruption Laws" means any law of any jurisdiction in which SIMPLETPA performs business, or of the United States, of the European Union, or of the United Kingdom, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the U.K. Bribery Act of 2010, and where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials.
- 2.18. "Governmental Authority" means any nation or government or any province, state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality, of any other jurisdiction in which a party to this Agreement is resident, any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange.
- 2.19. "Government Official" means all officers or employees of a government department, agency, or instrumentality at all levels and subdivisions (i.e. local, regional, national); permitting agencies; customs officials; candidates for political office; officer or employee of political parties; and officials of public international organizations (e.g., the Red Cross). This term also

includes officers or employees of government-owned or controlled commercial enterprises such as state-owned or controlled universities, airlines, oil companies, or other vendors. The term also includes family members and close associates (i.e. person representing or acting on behalf of the official in meetings and/or business partners, etc.) of such individuals (e.g., it is not permissible to give a lavish gift to the sibling, spouse, or child of a government official if a gift to the latter would be prohibited under this Policy). This term also includes healthcare professionals (HCPs) who are practicing in government hospitals or any department, agency, or instrument of a government, when any of the following instances apply: (i) the HCP has an official decision-making role, (ii) the HCP has responsibility for performing regulatory inspections, government authorizations or licenses, or (iii) the HCP has the actual or perceived capacity to influence or make decisions with the potential to affect the business of the SIMPLeTPA or any of its subsidiaries.

- 2.19.1. Specific examples may include officers or employees of a government department, agency or instrumentality; permitting agencies; custom officials; political party officials; candidates for political office; officials of public international organizations (e.g., the Red Cross); employees or affiliates of an enterprise that is owned, sponsored, or controlled by any government—such as a healthcare facility, bank, utility, oil company, university or research institute; and any other position as defined by applicable Anti-Corruption Laws.
- 2.20. “Payment” means any transfer of anything of value which includes bribe, rebate, payoff, influence payment, kickback, or gift of anything of value. It may be in the form of cash, travel expenses, entertainment, offers of employment, provision of free services, and business meals. Payments may also include event sponsorships, consultant contracts, fellowship support, job offers, and charitable contributions made at the request of, or for the benefit of, an individual, his or her family, or other relations, even if made to a legitimate charity.
- 2.21. “Working days” means days in which domestic and international banks are officially open to transact business.

### **3. Representations, Warranties and Undertakings for All Users**

- 3.1. By using the SIMPLeTPA Platform, the User represent, warrant, and undertake that:
  - 3.1.1. Users have legal capacity to enter into the Agreement, or enter into the agreement on behalf of a Provider, and that they are at least eighteen (18) years old. Users cannot enter into the Agreement if they are below eighteen (18) years old or lack legal capacity, Users with legal capacity as noted above, will act as User for any minor or person without legal capacity for whom they maintain legal guardianship,
  - 3.1.2. Users must provide true, accurate, not misleading, current and complete information as required for the service and undertake the responsibility to maintain and update your information in a timely manner to keep it true, accurate, not misleading, current and complete at all times during the term of the Agreement,
  - 3.1.3. Users will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require,
  - 3.1.4. Users are responsible for any access to the system using their logon credentials and so are responsible for to keep their account access information secure and confidential,

- 3.1.5. Users may not authorize others to use their identity or user status, and you may not assign or otherwise transfer their user account to any other person or entity, except as otherwise permitted by SIMPLLeTPA,
- 3.1.6. Users agree to notify SIMPLLeTPA immediately of any unauthorized use of their account or any other breach of security,
- 3.1.7. When using the SIMPLLeTPA Platform, Users agree to comply with all laws applicable to you and/or your use of the SIMPLLeTPA Platform,
- 3.1.8. Users will only use the SIMPLLeTPA platform for their intended and lawful purposes,
- 3.1.9. Users will not attempt to commercially exploit any part of the platform. For the avoidance of doubt, you are not permitted to modify or make derivative works based on the platform, its content or any part thereof in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose save where specifically permitted in writing by SIMPLLeTPA. This includes without limitation, not to:
  - 3.1.9.1. create or compile, directly or indirectly, any collection, compilation or other directory from any content displayed on the platform except for your personal, non-commercial use,
  - 3.1.9.2. copy any content displayed through the Platform or “mirror” the Platform or any parts thereof on any other server or wireless or internet-based device, including reproducing any third-party product content and reviews, for republication in any format or media; or navigational structure or presentation of the platform or its content elsewhere,
  - 3.1.9.3. conduct data mining or scraping activities, and
  - 3.1.9.4. disassemble, decompile, reverse engineer, decrypt or attempt to derive and code or extract software from, the platform or any software or services made available on or through the Platform.
- 3.1.10. Users will not utilize modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud SIMPLLeTPA or to disrupt the natural functions of the Platform,
- 3.1.11. Users will not use the platform for sending or storing any unlawful material or for fraudulent purposes,
- 3.1.12. Users will not use the platform to cause nuisance or behave in an inappropriate or disrespectful manner towards SIMPLLeTPA or any third party,
- 3.1.13. Users agree that the SIMPLLeTPA platform is provided on a reasonable effort basis,
- 3.1.14. Users agree that your use of the SIMPLLeTPA Platform will be subject to these Terms & Conditions as may be amended from time to time,
- 3.1.15. Users agree to assist SIMPLLeTPA with any internal or external investigations as may be required by SIMPLLeTPA in complying with any prevailing laws or regulations in place,
- 3.1.16. You acknowledge that SIMPLLeTPA may disclose personal data of other individuals to you in the course of your use of SIMPLLeTPA Services. You represent and warrant that

you will only use such personal data for the purpose for which it was disclosed to you by SIMPLLeTPA, and not for any other unauthorized purposes, and

- 3.1.17. Users agree to assume full responsibility and liability for all loss or damage suffered by themselves and will hold harmless SIMPLLeTPA, the Employer or any other party as a result of their breach of this Agreement.
- 3.2. If you are a Member, you further represent, warrant and undertake that:
  - 3.2.1. If you are required to and do sign up for an account on behalf of your employer, the Member Employer retains the right to stop or adjust access and or benefits provided to the Member;
  - 3.2.2. Member use of the Service and Platform is, unless otherwise allowed by DISCOVER, for your own sole, personal use or, where permitted, for the use of another person who is an immediate dependent Member (ie., child/ren) less than eighteen (18) years old ("**Minor**"), in which case you shall assume primary responsibility of the Minor;
  - 3.2.3. Members shall not intentionally or unintentionally cause or attempt to cause damage to the Provider or any property of the Provider;
- 3.3. If you are a Provider, you further represent, warrant and undertake that:
  - 3.3.1. The Provider possess all the appropriate medical licenses, approvals, permits, consents, and authority to practice medicine in the Philippines relative to or in connection with the medical and healthcare service you provide,
  - 3.3.2. If applicable, the Provider own, or have the legal right and authority to operate, and you have all appropriate licenses and approvals in respect of any medical clinic, diagnostics, laboratory, hospital premises or any other matter or thing which is involved or used in the course of your provision of the medical services,
  - 3.3.3. The Provider shall obey all local laws your provision of the medical services and will be solely responsible for any violations of such local laws,
  - 3.3.4. The Provider will strictly implement Republic Act No. 9994, otherwise known as "The Expanded Senior Citizen Act of 2010," and its Implementing Rules and Regulations, on all Clinic and Hospital bills based on the structured scheme as provided for under the law,
  - 3.3.5. If applicable, the Provider will comply with the standards prescribed by Republic Act 11058 otherwise known as the Occupational Safety and Health Standards Law, its implementing rules and regulations and all requirements prescribed by the appropriate government agency,
  - 3.3.6. Clinic and Hospital services shall be performed by personnel possessing competency consistent with applicable industry standards, with due care, and in a diligent, timely and professional manner to the same standards in which its services its other clients. Without limiting the foregoing, the Clinic and Hospital represents, warrants and covenants that it shall perform its obligations to the other party and that it complies fully with all applicable laws in connection with the services to be rendered by it under this Agreement and that it has obtained all applicable permits, permissions, and licenses required of it in connection with its obligations under this Agreement.

- 3.3.7. The Provider shall not contact Members for purposes other than in connection with the medical service,
- 3.3.8. The Provider shall not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Application, or any other Members, including without limitation any user account not owned by the Provider, to its source, or exploit the platform or any service or information made available or offered by or through the platform, in any way where the purpose is to reveal any information, including but shall not be limited to personal identification information, other than your own information, as provided for by the Platform,
- 3.3.9. The Provider is strictly forbidden to use the SIMPLeTPA Platform for other purposes such as but not limited to data mining of SIMPLeTPA's information or information related to the SIMPLeTPA platform. A breach thereof constitutes a grave offense and may be treated as industrial espionage or sabotage, and SIMPLeTPA reserves the right to take such action as may be appropriate or permitted under the law against you, and/or any person, whether natural or artificial, directing or instructing you, in the event you use the Service other than for the purpose for which it is intended to be used, and
- 3.3.10. Without prejudice to any other provisions, information which Users have submitted to us for your registration as a Provider on the Platform, which may include your personal data as described in the Privacy Notice, may be linked to the account on the Platform or otherwise be temporarily displayed in the course of the services on the Platform. You hereby give your consent to such use of information for the purposes of the services, and to facilitate your use of the Platform. Your use of the Platform or any part thereof may be monitored by us or a third party service provider to provide you with information on your business and account as well as better services. You further agree that any personal data you receive via the Platform or otherwise in connection with the services shall only be used for the direct and specific purpose for which you are originally provided the personal data, and such personal data shall be deleted or anonymized once the personal data is no longer required to be retained for the said purpose. For the avoidance of doubt, when you are provided with personal data of a Client via the Platform for purposes of providing medical assistance, you shall only use the personal data provided for that sole purpose and remove it as soon as you no longer need the data for that purpose.
- 3.3.11. Provider warrants that it shall comply with the provisions therein and in accordance with the requirement of RA10173 or the Data Privacy Act of 2012. Provider warrants that it has obtained the consent of its personnel to disclose their personal data to SIMPLeTPA in accordance with the Data Privacy Act of 2012. Such personal data shall only be used to fulfill the obligations of this agreement.
- 3.3.12. Provider also warrants that its personnel handling personal data of clients and members have signed Non-Disclosure Agreements pertaining to client and member's personal data.

#### **4. Representations, Warranties, and Undertakings of SIMPLeTPA**

- 4.1. SIMPLeTPA is neither a governmental entity nor an instrumentality of a government. If SIMPLeTPA becomes a governmental entity or instrumentality of a government during the

term covered by the document, SIMPLLeTPA shall notify all Providers immediately so any Provider may, and hereby reserves the right to, take whatever precautions and actions may be appropriate to assure compliance with applicable Anti-Corruption Laws;

- 4.2. None of SIMPLLeTPA principals, owners, officers, directors, or agents is currently a Government Official.[\[1\]](#) If any of SIMPLLeTPA principals, owners, officers, directors, or agents becomes a Government Official during the term covered by this document, SIMPLLeTPA shall notify Providers immediately so Providers may, and hereby reserves the right to, take whatever precautions and actions may be appropriate to assure compliance with applicable Anti-Corruption Laws;
- 4.3. No Government Official is associated with, or owns an interest, whether direct or indirect, in SIMPLLeTPA, or has any legal or beneficial interest in these Terms and Conditions. If a Government Official obtains such an interest, SIMPLLeTPA shall notify Providers immediately so Providers may, and hereby reserves the right to, take whatever precautions and actions may be appropriate to assure compliance with applicable Anti-Corruption Laws;
- 4.4. Neither SIMPLLeTPA nor any of its principals, owners, officers, directors, or agents has promised to make, will promise to make, or will cause to be made, in connection with the proposed agreement contemplated herein, any Payments[\[2\]](#) (i) to or for the use or benefit of any Government Official; (ii) to any other person either for an advance or reimbursement, if it knows or has reason to know that any part of such Payment will be directly or indirectly given or paid by such other person, or will reimburse such other person for Payments previously made, to any Government Official; or (iii) to any other person or entity, to obtain or keep business or to secure some other improper advantage, the payment of which would violate applicable Anti-Corruption Laws;
- 4.5. Any payments made by SIMPLLeTPA to any provider are for the sole purpose and benefit of providing healthcare related products and services for its members. No funds transferred or assigned to any Provider shall make no Payments to other third parties on behalf of SIMPLLeTPA;
- 4.6. SIMPLLeTPA has established an Anti-Corruption Policy to assure that violations of applicable Anti-Corruption Laws will be prevented, detected, and deterred, which includes but not limited to.
- 4.7. The operations of SIMPLLeTPA and its Affiliates have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, and all money laundering-related laws of all jurisdictions where SIMPLLeTPA conducts business or owns assets, and any related or similar Law issued, administered or enforced by any Government Authority (collectively, the “Money Laundering Laws”). No Proceeding by or before any Government Authority involving SIMPLLeTPA with respect to the Money Laundering Laws is pending or, to the knowledge of SIMPLLeTPA , is threatened.
- 4.8. SIMPLLeTPA shall immediately notify Providers of any violation or potential violation of Anti-Corruption Laws or Money Laundering Laws and shall be responsible for any damages to Providers from SIMPLLeTPA or its agents’ violation or potential violation of Anti-Corruption Laws or Money Laundering Laws.



- 4.9. SIMPLeTPA is entitled to, and hereby reserves the right to, take appropriate actions necessary to ensure compliance with Anti-Corruption Laws or Money Laundering Laws.

## **5. Provider Responsibilities**

### **5.1. General Responsibilities of all Providers:**

- 5.1.1. That the PROVIDER and SIMPLeTPA have agreed to accredit each other and that in all brochures, publications, and other materials, which may be designed, printed, and released by either party relating to this Agreement, their names may appear thereon.

### **5.2. Physicians**

- 5.2.1. Physicians agree to provide the professional medical consultation and healthcare services to the Members according to his/her field of specialization rendered in the clinic or hospital.
- 5.2.2. Ensure all Members are provided with the required medical and healthcare services upon presentation of SIMPLeTPA's GOP/LOA and any government issued Identification (ID) card, and served exactly the same service as they would to any cash paying "walk-in" patients.
- 5.2.3. Attend to the Members admitted under his/her care and monitor the condition and care of the Member to the best of his/her judgment and discretion.
- 5.2.4. Maintain Out-Patient (OP) Clinic/s and adhere to the advertised clinic schedule/s (days and hours).
- 5.2.5. Provide and maintain a phone service for responding to emergencies outside of clinic hours.
- 5.2.6. Provide exactly the same service and attention to Members as they would to any cash paying "walk-in" patients.
- 5.2.7. Prescribe, without charge to SIMPLeTPA, such medicines or supplies to be purchased by a Member at his own expense, for the treatment of any medical condition covered under the health plan.
- 5.2.8. Requisition, at the expense of SIMPLeTPA (from registered PROVIDERS in the platform), such as Laboratory Tests, X-rays and Diagnostic Procedures as he/she shall consider to be essential unless the health of the Member was to be prejudiced. Affiliated Physicians having his own facilities for carrying out a necessary test may requisition the same from his own clinic after using his very careful judgment as to the necessity of the same after the necessary approval from SIMPLeTPA.
- 5.2.9. The Physician agrees to hold SIMPLeTPA free and harmless from any claims or liability to third person arising out of a related to any of his act of omission.
- 5.2.10. Maintain the following records:
  - 5.2.10.1. Written Health Record of all Members who avail of the services.
  - 5.2.10.2. Monthly Confinement & Consultation Reports
  - 5.2.10.3. Laboratory tests, X-rays and other Diagnostic requisition
  - 5.2.10.4. Admissions to In-patient care
  - 5.2.10.5. Daily attendance at Hospital Bedside of a Member by a Physician

### 5.3. Clinics

- 5.3.1. Clinic agrees to make available and render all medical and diagnostic services and facilities as authorized for Members by Physicians registered with SIMPLeTPA.
- 5.3.2. Ensure all Members are provided with the required medical and diagnostic services on an OP basis upon presentation of SIMPLeTPA's GOP/LOA and any government issued ID card, and served exactly the same service as they would to any cash paying "walk-in" patients.
- 5.3.3. All registered locations of the Clinics in the TPA platform are available for its services, and all Members may go anytime during regular clinic hours as advertised.
- 5.3.4. The Clinic reserves the right to keep other test results for future reference of the examined Member so as to guarantee all examinations performed by it.

### 5.4. Hospitals

- 5.4.1. Hospitals agree to attend and admit any SIMPLeTPA Member for OP and In-Patient (IP) hospitalization services upon presentation of SIMPLeTPA's digital GOP/LOA and any government issued ID card without necessity of asking for deposit, and served exactly the same service as they would to any cash paying "walk-in" patients.
- 5.4.2. The PROVIDER shall at all times see to it that any and all members of SIMPLeTPA as authenticated on the SIMPLeTPA platform and valid ID, shall be admitted, attended to, and served according to the plan benefits approved via SIMPLeTPA platform. Further, should the member desire to be confined in a higher level of accommodation than what is provided in their program as indicated in the digital GOP/LOA, the difference in cost of accommodation, laboratory procedures, professional fees, etc., shall be charged against the said member directly by the PROVIDER. In case of confinement for catastrophic conditions or dread diseases, the PROVIDER shall bill the member directly for any amount in excess of the pre-agreed GOP/LOA.

Under existing laws, the Philippine Health Insurance Corporation (PHIC) and Employees Compensation Benefits shall be deducted from the hospitalization bills by the HOSPITAL. The application forms, papers, and/or reports in support thereof or pertinent thereto shall be duly accomplished and filed, on or before the date of discharge of the patient/member, and shall be the responsibility of SIMPLeTPA. SIMPLeTPA patients who are likewise PHIC or ECC beneficiaries shall be required by the HOSPITAL to submit, prior to discharge the necessary documents.

Any claim that is denied by Philippine Health Insurance Corporation (PHIC) may be charged subsequently to the SIMPLeTPA by the PROVIDER provided the diagnosis/illness is included in the SIMPLeTPA benefit coverage of the member and upon presentation of proof of PHIC denial. SIMPLeTPA will endeavor to pay the PROVIDER within seven (7) working days from receipt of complete documents and requirements.

In view of the specialized nature of its services, however, the PROVIDER may refuse admission of patients suffering from communicable diseases or contagious diseases. Nonetheless, the PROVIDER agrees to provide at least emergency treatment, especially in life-threatening cases.

- 5.4.3. The PROVIDER and SIMPLeTPA shall exercise diligent coordination on all Matters pertaining to any member admitted to the PROVIDER and both parties agree to utilizing the SIMPLeTPA platform as the basis for administration and communication regarding benefit coordination and account settlement of covered SIMPLeTPA member benefits.
- 5.4.4. SIMPLeTPA reserves the right to re-examine and audit any and all billings of the PROVIDER and to review total billings without prejudice to making correction claims in the event erroneous entries are made.
- 5.4.5. SIMPLeTPA may use PROVIDER facilities when carrying out preventive health check-ups and physical examinations by the PROVIDER's active accredited medical staff. SIMPLeTPA agrees to compensate the PROVIDER for the use of said facilities at rates to be mutually determined and agreed upon. The PROVIDER shall approve or accredit the medical staff that shall be involved in such preventive health check-up activities to be conducted with the use of the PROVIDER facilities.
- 5.4.6. SIMPLeTPA'S Medical Director is assigned the responsibility of delivering total health care to SIMPLeTPA members. All admitted SIMPLeTPA members are therefore considered patients of the SIMPLeTPA Medical Director. However, the Medical Director may delegate this responsibility of direct patient care to the accredited Plan Coordinator and/or Industrial Health Physician as recognized by the PROVIDER. SIMPLeTPA Medical Director, therefore, reserves the right to examine the patient's medical records and to ask for copies thereof as occasions demand and upon the consent of the Attending Physician.
- 5.4.7. Unless otherwise provided by this agreement the PROVIDER shall not charge and collect directly from the bonafide member referred by SIMPLeTPA. The PROVIDER shall cumulate under SIMPLeTPA account the charges for services rendered to members of the SIMPLeTPA.
- 5.4.8. The PROVIDER shall grant the SIMPLeTPA an allowable credit period of seven (7) days, after receipt of a Statement of Account in good order as described in the paragraph below. Within this period, the SIMPLeTPA shall settle the amount due to the hospital.
- 5.4.9. The PROVIDER shall provide the information of the Statement of Account in good order which requires submission of the claim information by completing the on-line claim filing document and uploading a digital copy of the Statement of Account on the SIMPLeTPA platform. Claims made more than thirty (30) days after the Member's discharge will render the claim and any related GOP/LOA as invalid.
- 5.4.10. The PROVIDER shall see to it that the Statement of Account or Hospital Bill is duly accepted on the SIMPLeTPA platform by the Member to complete the submission. The PROVIDER understands and agrees that the SIMPLeTPA can refuse payment of the Statement of Account or Hospital bills if the same are not approved by the Member on the SIMPLeTPA platform.
- 5.4.11. The HOSPITAL warrants that it shall comply with the provisions therein, and in accordance with the requirements of RA 10173 or the Data Privacy Act of 2012.

5.4.12. The HOSPITAL warrants that it has obtained the consent of its personnel to disclose their personal data to SIMPLLeTPA in accordance with the Data Privacy Act of 2012. Such personal data shall only be used to fulfill the obligations of this agreement

5.4.13. The HOSPITAL warrants that its personnel handling the personal data of clients have signed Non-Disclosure Agreements pertaining to client personal data.

## 6. Fees for Providers

### 6.1. Physicians

6.1.1. In consideration for services rendered by the Physician to the Member, SIMPLLeTPA will facilitate payment based on the amount agreed for such services in the GOP/LOA. In cases where the GOP/LOA was not generated prior to the service such as Emergency or out-of-normal-service areas, SIMPLLeTPA will only facilitate reimbursement based on the amount it would have approved if a GOP/LOA had been requested in advance of services.

6.1.2. Any charges in excess of the amount covered under the GOP/LOA, are subject to the Member's consent and will be the liability of the Member. Neither SIMPLLeTPA nor the Employer will be liable for any excess fees, products or services.

### 6.2. Clinics and Hospitals

6.2.1. In consideration for products or services rendered by the Clinic and Hospital to the Members, SIMPLLeTPA will facilitate payment based on the agreed amounts stated in the approved GOP/LOA, net of Philhealth portion.

6.2.2. SIMPLLeTPA Member rates should not be higher than the usual and customary Clinic and Hospitals private paying patient rates.

6.2.3. The HOSPITALS AND CLINICS will grant SIMPLLeTPA Members a discount to be mutually agreed from its usual charges for all services excluding professional fees rendered by the PROVIDER to SIMPLLeTPA members and clients.

## 7. Terms of Payment

7.1. **SIMPLLeTPA undertakes to pay the Provider within three (3) working days from the receipt date of the billing statement via the chosen payment method.** Late payments beyond seven (7) days will be subject to a pro-rata five percent (5% annualized interest) penalty based on any outstanding balance except any delay caused by failure of the Provider to update their Provider payment information.

7.2. Clinic and Hospital agrees to grant discounts in line with their standard practice for all major insurance and HMO providers. The provider will state the level of "prompt payment discount" during the registration process. Prompt payment will be considered as all bills presented for payment and which are settled within the period of seven (7) working days.

7.3. Provider shall issue Official Receipts (OR) to the Employer whom SIMPLLeTPA is facilitating payments from their Revolving Account held in trust by SIMPLLeTPA. ORs for payments must be uploaded onto the SIMPLLeTPA Platform. Failure to issue and/or upload said ORs shall result in the suspension of payment/s to the Provider and legal/regulatory liability. SIMPLLeTPA shall have the right to withhold further payment until such time the OR has been issued and uploaded into the system.

- 7.4. SIMPLLeTPA and Provider shall exercise diligent coordination on all matters pertaining to any SIMPLLeTPA Member being examined and both parties agree to establish mutually acceptable recording, billing and accounting system and procedures.
- 7.5. SIMPLLeTPA retains the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where the Provider and/or the Member have breached any of the Terms in this Agreement. In such an event, the Provider and Member will hold harmless SIMPLLeTPA for any liability associated with withholding of, delay in, suspension, forfeiture or cancellation of, any payment(s).
- 7.6. SIMPLLeTPA reserves the right to examine and audit any and all billings of the Provider and to review total billings without prejudice to making counter claims in the event erroneous entries are made.

## **8. Philhealth**

- 8.1. The Provider shall be entitled to receive its share of the benefits paid from the Philhealth.
- 8.2. Should Philhealth disallow the amount deducted or reduced through no fault of the Provider, SIMPLLeTPA agrees to correspondingly adjust its payment by the amount so reduced or disallowed without need of controversy. Likewise, should the amount deducted by the Provider be less than the benefit given by Philhealth, the Provider agrees to refund the difference to SIMPLLeTPA.
- 8.3. In the case of Members without Philhealth or Philhealth documents, the Provider shall have the obligation of billing the Member for the portion equivalent to that which should have been covered by Philhealth.
- 8.4. In the event that the Provider is not accredited by Philhealth, they shall not be allowed to conduct procedures required by Philhealth and hospital admissions. Should non-accredited facilities or Provider conduct the same, the Provider shall bill SIMPLLeTPA less the Philhealth portion.

## **9. Ethical Standards**

- 9.1. Providers shall always ensure their relevant legal, regulatory and profession information in good faith with the Code of Ethics of the Medical Profession as jointly approved by the Philippine Medical Association and the Professional Regulation Commission on April 27, 2016.
- 9.2. The Provider shall hold free and harmless SIMPLLeTPA from any claims arising from medical malpractice or unethical conduct committed by the Provider's staff and/or medical personnel.

## **10. Complaints**

- 10.1. Any complaints between the Provider and Members must be taken up with each other directly.

## **11. Intellectual Property Ownership**

- 11.1. SIMPLLeTPA and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Platform and by extension, the SIMPLLeTPA Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the SIMPLLeTPA Service. The Terms & Conditions do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the SIMPLLeTPA Service and/or the

Platform, or any intellectual property rights owned by SIMPLeTPA and/or its licensors. SIMPLeTPA's name, logo, service, platform and the third party Providers' logos and the product names associated with the software and/or the Platform are trademarks of SIMPLeTPA or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term "Platform" shall include its respective components, processes and design in its entirety.

## **12. Anti-Bribery and Anti-Corruption Clauses**

- 12.1. SIMPLeTPA acknowledges and agrees that it is the policy of all Providers to comply fully with all applicable laws and regulations of all jurisdictions in which it does business. SIMPLeTPA warrants and represents that it has not taken and will not take any action that would constitute a violation, or implicate any Provider in a violation, of any law of any jurisdiction in which it performs business, or the anti-corruption instruments of the European Union, the United States Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the U.K. Bribery Act of 2010, and where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials (collectively, "Anti-Corruption Laws")

## **13. Confidentiality**

- 13.1. General. SIMPLeTPA and the Provider shall exert all reasonable efforts to prevent unauthorized use, dissemination or disclosure of the other Party's confidential/Proprietary Information.
- 13.2. Service Agreement. The Provider agrees to maintain the terms of this Agreement along with the methods and applications confidential during the entire life of and three (3) years after the termination of this Agreement.
- 13.3. Proprietary Information. SIMPLeTPA and the Provider shall ensure that the Policies and Procedures, and any written or digital documentation thereof, and any other digital or written Proprietary Information intended for the exclusive use of either Party shall remain confidential. The Parties undertake to exercise their best efforts to keep and have their respective employees and agents keep any and all Proprietary Information confidential. It shall be understood that Proprietary Information of one Party shall not be copied and/or multiplied by any means without the prior written consent of such Party. All materials containing Proprietary Information shall be returned immediately after termination of this Agreement. The confidentiality provision shall survive the expiration or termination of this Agreement for three (3) years.

## **14. Non-Interference**

- 14.1. SIMPLeTPA and the Provider agree not to employ, hire, solicit or engage the services of any person employed by the other Party, of whatever level, nor enter into any contact of employment, consultancy or any other contract for service(s) related to the employee's functions, during the period that such person is employed by SIMPLeTPA or the Provider or at any time within two (2) years from the date such person ceases to be an employee. Violation of this provision shall entitle the other party liquidated damages equivalent to the annual compensation of the employee concerned.

## **15. Force Majeure**

- 15.1. Neither Party shall be responsible to the other Party for any loss or damage resulting from the delay or non-performance of its contractual obligations herein if such non-performance or

delay is solely due to any cause beyond that Party's control. Such cause shall include, but is not limited to:

- 15.1.1. Act of God, explosion, earthquake, flood, tempest, fire;
- 15.1.2. War or threat of war, insurrection, civil disturbance or rebellion; and
- 15.1.3. Governmental acts, laws or regulations which render legally impossible the performance of the obligations contracted hereunder.

15.2. The foregoing, notwithstanding, a Party invoking the benefits of this provision shall immediately give a notice of force majeure to the other Party and shall, if so required, provide that has not, by its act or omission, contributed to the aggravation of the adverse consequences arising from the delay or the non-performance and that it has exercised due diligence to mitigate the adverse consequences of such delay or non-performance, it any.

## **16. Indemnification**

16.1. By agreeing to the Terms & Conditions upon using the SIMPLeTPA service or accessing the Platform, you agree that you shall indemnify and hold SIMPLeTPA, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the service, the Platform and/or any part thereof in your dealings with the Members (as the case may be), or (b) your violation or breach of any of the Terms & Conditions, any third party terms and conditions or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Members arranged via the service, or (d) your use or misuse of the service, the Platform, and/or any part thereof; or (e) where applicable your ownership, use or operation of any property, including your provision of services to Members via the Platform.

## **17. Disclaimer of Warranties**

17.1. SIMPLeTPA makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the SIMPLeTPA service, Software, Application or Platform. SIMPLeTPA does not represent or warrant that (a) the use of the Service, Software, Application or Platform will be secure, uninterrupted, free of errors or other harmful components, or operate in combination with any other hardware, software, system or data, (b) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, or (d) the quality of any products, services, information or other materials purchased or obtained by you through the Application will meet your requirements or expectations. The SIMPLeTPA Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded to the extent permissible by law.

17.2. SIMPLeTPA makes no representation or warranty of any kind whatsoever, express or implied, in respect of services provided by Physicians, Clinics and Hospitals or any service procured through the use of the SIMPLeTPA Platform. You agree that you shall bear all risk arising out of your use of the SIMPLeTPA platform and any service provided by Physicians, Clinics, or Hospitals and shall have no recourse to SIMPLeTPA in respect of the same.

## **18. Internet Delays**

- 18.1. THE SIMPLeTPA PLATFORM, APPLICATION AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE PHYSICIAN, CLINIC, OR HOSPITAL BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. SIMPLeTPA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **19. Notice**

- 19.1. SIMPLeTPA may give notice through the Application, electronic mail to your email address in the records of SIMPLeTPA, or by written communication sent by registered mail or pre-paid post to your address in the record of SIMPLeTPA. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to SIMPLeTPA (such notice shall be deemed given when received by SIMPLeTPA) by letter sent by courier or registered mail to SIMPLeTPA using the contact details as provided in the Application.

## **20. Assignment**

- 20.1. The Terms & Conditions as modified from time to time may not be assigned by Users without the prior written approval of SIMPLeTPA but may be assigned without Users consent by SIMPLeTPA. Any purported assignment by Users in violation of this section shall be void.

## **21. Dispute Resolution**

- 21.1. This Terms & Conditions shall be governed by Philippine law, without regard to the choice or conflicts of law provisions of any jurisdiction.
- 21.2. Any disputes, actions, claims or causes of action arising out of or in connection with this Terms & Conditions or the SIMPLeTPA service ("Disputes") shall be referred to the Philippines Dispute Resolution Centre ("PDRC"), in accordance with the Rules of the PDRC as modified or amended from time to time (the "Rules") by a sole arbitrator appointed by the mutual agreement of you and SIMPLeTPA (the "Arbitrator"). If you and SIMPLeTPA are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of PDRC in accordance with the Rules. The seat and venue of the arbitration shall be Manila, in the English language and the fees of the Arbitrator shall be borne equally by you and SIMPLeTPA, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.
- 21.3. Notwithstanding the above, if you are a Physician, Clinic, or Hospital, you may choose to submit a Dispute for mediation at the PDRC and/or courts subject to the respective rules and guidelines.
- 21.4. In case of litigation, the parties agree that the venue shall be in Makati City.

## **22. Relationship**

- 22.1. Nothing contained in these Terms & Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise with SIMPLeTPA.



## **23. Severability**

- 23.1. If any provision of the Terms & Conditions is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

## **24. No Waiver**

- 24.1. The failure of SIMPLLeTPA to enforce any right or provision in the Terms & Conditions shall not constitute a waiver of such right or provision.

## **25. Entire Agreement**

- 25.1. This Agreement comprises the entire agreement between you and SIMPLLeTPA in relation to the matters stated herein and supersedes any prior or contemporaneous negotiations or discussions, save where mutually agreed otherwise. For the avoidance of doubt, where you have entered into a separate written agreement with SIMPLLeTPA which incorporates a reference to these Terms & Conditions, these Terms & Conditions shall be applicable in reference to the said written agreement. In the event there are inconsistencies between these Terms & Conditions and the separate written agreement, you agree to work with SIMPLLeTPA in good faith to resolve the conflicts or inconsistencies. Certain services made available on the Platform may be subject to additional terms and conditions, which will be communicated to you.

## **26. Suspension and Termination**

- 26.1. All Users agree that we may do any of the following, at any time, without notice:
- 26.1.1. to modify, suspend or terminate operation of or access to the Platform, or any portion of the Platform (including access to your account and/or the availability of any products or services), for any reason,
  - 26.1.2. to modify or change any applicable policies, terms and conditions, and
  - 26.1.3. to interrupt the operation of the Platform or any portion of the Platform (including access to your account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes.
- 26.2. SIMPLLeTPA shall not be required to compensate you for any suspension or termination.
- 26.3. Without prejudice to any other provisions, we may vary, modify or remove Platform Content without notice (including with limitation, information relating to the availability of a product or service, product or service descriptions, pricing, promotions, and offers). In the event any Platform Content contains any typographical errors, inaccuracies, omissions or otherwise violates SIMPLLeTPA Policies, we reserve the right to (but shall not be obliged to, save to the extent where mandated by applicable laws) carry out any such measures as SIMPLLeTPA deems appropriate including without limitation (i) correcting the said errors, inaccuracies or omissions, (ii) changing or updating information; and/or (iii) where applicable, canceling the affected service at any time without prior notice (including without limitation after a service has been submitted).

## **27. No Third Party Rights**

- 27.1. Except for the parties who are indemnified pursuant to the indemnification provisions set out herein, this Agreement does not give rights to any third parties who are not party to this Agreement.

## 28. Data Processing Terms and Conditions

- 28.1. SIMPLeTPA collects and processes your personal data in accordance with the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations or as hereinafter may be amended. The information as to the nature, extent and purposes of the data processing activities conducted by SIMPLeTPA are stated in our [Privacy Notice](#) and you acknowledge that you have read and fully understand its contents.
- 28.2. SIMPLeTPA is a Third-Party Administration (TPA) platform designed to support the COMPANY to administer its employee's (MEMBER) health and well-being benefit plans through its platform that supports end-to-end digital administrative processes which include, but is not limited to, enrollment, authorization, customer service and avilment/claims administrative services. In this regard, SIMPLeTPA, is considered a Personal Information Processor (PIP) when it processes the personal data of the PROVIDER and the COMPANY and its MEMBERS through the platform. As a PIP, SIMPLeTPA processes the personal data on behalf of the PROVIDER and the COMPANY who, in this instance, are acting as the Personal Information Controllers (PIC).
- 28.3. As a PIP, the processing conducted by SIMPLeTPA shall cover all data processing performed through the platform involving the personal data of the PROVIDER, COMPANY, MEMBER and all other users or representatives acting on your behalf. The personal data as enumerated in the Privacy Notice shall only be processed for purposes of facilitating transactions through the platform, fulfilling the obligations under this agreement, and providing the services offered.
- 28.4. All personal data collected, whether electronically or manually, shall only be used and processed in the SIMPLeTPA's principal place of business and retained in cloud storage facility through a third-party cloud provider outside the Philippines.
- 28.5. In accordance with the DPA and its IRR, SIMPLeTPA, as the PIP, shall:
  - 28.5.1. Process the personal data only upon the documented instructions of the PIC;
  - 28.5.2. Ensure that an obligation of confidentiality is imposed on persons authorized to process the personal data;
  - 28.5.3. Implement appropriate security measures and comply with the security standards as required by the DPA and its related issuances;
  - 28.5.4. Not engage another processor without prior notice and consent from the PIC: Provided, that any such arrangement shall ensure that the same obligations for data protection under the contract or legal act are implemented, taking into account the nature of the processing;
  - 28.5.5. Assist the PIC in ensuring compliance with the DPA and its related issuances, taking into account the nature of processing and the information available;
  - 28.5.6. Make available to the PIC all information necessary to demonstrate compliance with the obligations laid down in the DPA, and allow for and contribute to audits, including inspections, conducted by the PIC or another auditor mandated by the latter; and
  - 28.5.7. Immediately inform the personal information controller if, in its opinion, an instruction infringes the DPA and all related issuances.
- 28.6. As the PIC, the PROVIDER and the COMPANY shall:
  - 28.6.1. Ensure the accuracy, quality and legality of personal data you obtained and shared to SIMPLeTPA;

- 28.6.2. Warrant that your disclosure of personal data to the SIMPLeTPA is lawful in accordance with the Data Privacy Laws.
  - 28.6.3. Certify that the Data Subjects are informed of the fact that their personal data will be disclosed for outsourcing purpose to SIMPLeTPA before the data is disclosed or at the next practicable opportunity; and
  - 28.6.4. Be responsible for addressing any information request, or any complaint filed by a Data Subject and/or any investigation conducted by the National Privacy Commission, related to this processing.
- 28.7. The data processing by SIMPLeTPA shall be conducted in the following manner:
- 28.7.1. The personal data shall be disclosed by the PIC when they register and create an account using the platform. The accounts shall be managed by the administrators nominated upon registration. It is the PIC, in this case, the PROVIDER or the COMPANY, who has the control over the processing such as the creation, deletion, modification of any personal data through the platform. SIMPLeTPA staff who will provide back-end and technical support will only process the personal data upon the instruction of the PIC;
  - 28.7.2. SIMPLeTPA may disclose the personal data received only upon notice to and consent of the PIC to the extent necessary to give effect to the purpose of this Service and to persons authorized to perform functions in line with the purpose of the Service; and
  - 28.7.3. If SIMPLeTPA is compelled by any lawful order of a competent authority to disclose any personal data, it shall notify the PIC of such fact before disclosure to give the latter an opportunity to contest the same. Failing to do so, SIMPLeTPA shall only disclose personal data up to the extent reasonably necessary to satisfy the requirements of the lawful order.
- 28.8. In processing the personal data involved, Users shall exercise at least the same degree of care as it uses its own personal data and confidential information, but in no event less than reasonable care, to preserve its availability, integrity and confidentiality. Users shall take steps to ensure that any natural person acting under their authority and who has access to personal data, does not process them except upon their instructions, or as required by law. Users shall be responsible for any personal data under its control or custody.
- 28.9. Once SIMPLeTPA becomes aware of any personal data breach or security incident on the personal data being processed pursuant to this Terms of Service, it shall, within 24 hours from knowledge of such breach or incident, notify the PIC. SIMPLeTPA shall undertake all necessary and reasonable steps to investigate and prevent and minimize any injury to the PIC and the affected Data Subjects, if any, resulting from, the personal data breach or security incident. SIMPLeTPA shall provide all the details necessary for the proper documentation of the incident and to facilitate cooperation with any investigation that the NPC may conduct in relation thereof.
- 28.10. The Parties shall at all times respect and uphold the rights of the Data Subject as provided by the DPA and its related issuances. The PIC shall be primarily responsible in responding to any complaints or requests to exercise data subject rights. However, SIMPLeTPA shall inform the PIC of such requests within a reasonable time to ensure the requests are addressed within the period required.

28.11. At the expiration or termination of the Terms of Service or upon instruction of the PIC, unless otherwise required by laws and regulations that personal data should be retained, SIMPLLeTPA shall promptly:

- 28.11.1. Securely return, delete, or destroy the shared personal data and any other property, information, and documents, including confidential information, in case of order to destroy, the SIMPLLeTPA shall ensure that the disposal of data shall be in a manner that prevents further processing;
- 28.11.2. Submit to the PIC an affidavit or certification confirming its compliance with the return or destruction obligation under this section; and
- 28.11.3. Cease all further use of any shared personal data, whether in physical or electronic form.

At any time during the effectiveness of the Terms of Service, SIMPLLeTPA shall allow for and contribute to audits, including inspections, conducted by the PIC or another auditor mandated by the latter. The PIC shall notify the PIP of its intent to conduct an audit detailing the scope of the audit thirty (30) days prior to the intended date of audit.

**Physician’s Professional Fee (PF) Schedule**

**(Annex “A”)**

**Out-patient Consultation Fee (exclusive of PHIC)**

(in PHP)	Non-Affiliated*	Affiliated With**			
		PPS + PAHMOC	POGS + AHMOPI	PCS + AHMOPI	PCP + AHMOPI
Specialist	400	500	500	600	500
General Practitioner	300	na	na	na	na

\*Non-Affiliated refers to any Provider who is not a registered member of the associations specifically listed in this chart and is operating solely within the terms and conditions noted in this document.

\*\*Affiliated With refers to any Provider who is a registered member of the associations listed here, i.e., Philippine Pediatric Society (PPS), Philippine Obstetrical & Gynecological Society (POGS), Philippine College of Surgeons (PCS) and Philippine College of Physicians (PCP) who have Memorandum of Agreements (MOA) with the Association of Health Maintenance Organizations of the Philippines, Inc. (AHMOPI) and Philippine Association of HMO Companies (PAHMOC).

Some pricing may vary for special conditions (e.g. Covid) and will be communicated as part of the Guarantee of Payment (GOP) and claims payment process.

**In-patient (Confinement) Daily Hospital Visit**

Room Category (per day in PHP)	Non-Affiliated	Affiliated With			
		PPS + PAHMOC	POGS + AHMOPI	PCS + AHMOPI	PCP + AHMOPI
Ward	600	750	700	700	750
Semi-Private	750	950	850	850	950
Private	850	1,050	1,000	1,000	1,050
Suite	1,200	1,400	1,300	1,300	1,400
ICU	1,400	1,600	1,500	1,500	1,600

**Surgical Procedures - Relative Value Unit (RVU) based on Philippine Health Insurance Corporation (PhilHealth or PHIC) Relative Value Scale (RVS) Table Multiplied by the following Peso Conversion Factors:**

	For all
Ward/OP	140X PHIC RVU
Semi-Private	145X PHIC RVU

Private	150X PHIC RVU
Suite	155X PHIC RVU

Note: Plus 12% for VAT registered doctors. (Professional fee for surgical procedures will be paid only based on the above schedule inclusive of visits during confinement.)

**Philippine Society of Anesthesiologists (PSA)**

- 50% of the current/ prevailing PHIC Relative Unit Value (RUV)

IMPORTANT REMINDER: Providers are NOT restricted to charging members the above rates, but will only be reimbursed up to the maximum benefit level for each specific treatment. Any fees or charges above the maximum reimbursement levels noted here or on the application, must be agreed to in advance with the patient who will take full responsibility for paying any charges outside of the maximum benefit limit specified in the GOP and/or claim filing process. SIMPLETPA, nor employer/sponsors, will not be liable for any balance billing of fees/charges above the stated benefits.

ALL PROVIDER FEES SHALL BE **SUBJECT TO WITHHOLDING TAX** IN LINE WITH THE TAX RATE PROVIDED BY THE PROVIDER DURING THE REGISTRATION PROCESS.