
END USER LICENSE AGREEMENT

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END USER LICENSE AGREEMENT

Welcome to *OnCall SG Diabetes Management* provided by AJJ Healthcare Management Pte Ltd (“we” or “us”). We are registered in Singapore and our registered office is at 8 Commonwealth Lane, #02-04, Singapore 149555.

Please read this end user license agreement (“Agreement”) carefully before using this software in your business, including any content (the software, its services and its Content (defined below) together comprise the *Software*). This agreement forms a legally binding agreement between you and us and sets forth the terms and conditions by which you may use the Software and the Content for your business. You shall be deemed to have accepted the terms by downloading or installing the Software and by checking “Agreed to <Terms of Use> and <Privacy Policy>” when you register, or when you subscribe to our VIP services.

For the purposes of this agreement, *you* and *your* means you as the user of the Software. If you use the Software on behalf of a company, organization, or other entity, then *you* include you and that entity, and you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this agreement, and that you agree to this agreement on the entity's behalf.

This agreement also includes and incorporates the related documentation comprising: the manual, specifications and a User Installation Guide (*Documentation*). Please read the Documentation carefully to ensure you are using the Software in compliance with this agreement.

1. Acceptance.

You acknowledge and agree that our license of the Software to you is conditional on your compliance with the provisions of this agreement. By downloading, installing and using the Software, you agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, you are not granted any rights to use the Software, and you should not use the Software.

2. Grant of license.

- 2.1 Subject to your compliance with all of the terms and conditions of this agreement, we grant to you, and you hereby accept, a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Software and its Content for the Term for business purposes on your device(s).
- 2.2 The license granted under Clause 2.1 of this agreement covers any future updates, upgrades, bug fixes or modified versions of the Software during the Term generally made available to all licensees free of

charge (“**Upgrades**”). When the Software is upgraded, your rights to the previously-installed release terminate.

2.3 Upgrades shall be deemed ‘Software’ for the purposes of this agreement.

3. License restrictions.

3.1 You agree that you will not:

- (a) use the Software other than in accordance with this agreement;
- (b) copy the Software except as part of the permitted use of the Software or where necessary for the purpose of storing on back-up systems in the ordinary course of business;
- (c) translate, merge, adapt, vary, alter or modify, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Software as permitted in these terms;
- (d) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things including attempting to determine any source code, methods or techniques embodied in the Software; or
- (e) distribute, license, transfer or sell any part of the Software or any derivative works thereof.
- (f) market, rent, lease, sub-license, loan, provide, or otherwise make available the Software in any form, in whole or in part to any person;
- (g) infringe our intellectual property rights or those of any third party in relation to your use of the Software;
- (h) impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Software;
- (i) use or interfere with the Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users of the Software;
- (j) bypass, delete or disable any copyright protection mechanisms or any security mechanisms in the Software; or
- (k) collect or harvest any information or data, including by automated scripts, from the Software or our systems or attempt to decipher any transmissions to or from the servers running any service or incorporate into any other program or application.

3.2 You agree that you will:

- (a) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Software; and
- (b) take all reasonable precautions to prevent unauthorized or improper use, access, sharing, duplication, distribution, or abuse of the Software.

4. Ownership of the Software.

4.1 You acknowledge that:

- (a) the Documentation and Software, including all content, software, images, text, graphics, illustrations, logos, patents, trade marks, service marks, copyrights, “look and feel” and all other intellectual property rights embodies therein or connected therewith (*Content*) is owned by us and shall remain with us or our third party licensors; and
- (b) no right, title or interest in and to the Software or Documentation is transferred, assigned or otherwise conveyed under this agreement to you or any other party other than as set out in the limited license granted herein.

4.2 All Content is provided for general information only and should not be relied upon by you as being accurate or complete or up to date. You should obtain professional advice before taking, or refraining from, any action on the basis of the Content of the Software.

5. Availability of the Software and Upgrades.

5.1 The Software may require that you have a specific type of device, operating system, minimum available memory or other technical aspects in order to use it.

5.2 The Software may automatically download and install Upgrades. These are designed to improve, enhance and further develop the Software. You consent to us installing them without further notice to you. To withdraw your consent, please delete and do not use the Software.

6. Warranties.

6.1 We warrant that, for a period of ninety (90) days following the date of download or installation the Software will conform in material respects to the specification for the Software described in the Documentation, provided it is properly installed on a device meeting the specifications set forth in, and operated in accordance with, the Documentation.

- 6.2 This Software is provided on an “as-is” and “as-available” basis, and we do not guarantee to you that our Software is free or secure of bugs, malware, viruses or any other such intrusions. You shall use your own virus protection software when accessing and using the Software.

7. Indemnification.

You agree to indemnify and hold harmless us, any of our parent company, subsidiaries, and affiliates, and each of our respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, reasonable legal fees and expenses, arising out of a breach of this agreement by or on behalf of you or arising out of a breach of any of your representations, warranties or obligations under this agreement.

8. EXCLUSION OF WARRANTIES

- 8.1 NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED.
- 8.2 EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, NO CONDITIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SOFTWARE.
- 8.3 THE SOFTWARE MAY CONTAIN LINKS TO OTHER INDEPENDENT WEBSITES, WHICH ARE NOT PROVIDED BY US. WE SHALL NOT BE RESPONSIBLE FOR ANY CONTENT ON SUCH WEBSITES.

9. LIMITATION OF LIABILITY

- 9.1 NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.
- 9.2 SUBJECT TO THE PARAGRAPH ABOVE, WE SHALL NOT BE LIABLE TO YOU FOR:
- (a) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY);
 - (b) ANY LOSS OF GOODWILL;
 - (c) ANY LOSS OF OPPORTUNITY;
 - (d) ANY LOSS OF DATA SUFFERED BY YOU;

(e) ANY INDIRECT OR CONSEQUENTIAL LOSSES WHICH MAY BE INCURRED BY YOU; OR

9.3 OUR TOTAL AGGREGATE LIABILITY TO YOU, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING OUT OF, OR IN RELATION TO, THESE TERMS AND THE SOFTWARE WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO US (IF ANY) DURING THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST CLAIM MADE BY YOU UNDER THIS AGREEMENT AND IF NO AMOUNT WAS PAID [X], UNLESS OTHERWISE MANDATORILY REQUIRED BY APPLICABLE LAW.

10. Term and Termination.

10.1 This agreement will be effective from the date of your download or installation of the Software until terminated in accordance with its terms (*Term*). You must stop using the Software immediately upon expiry or termination of this agreement.

10.2 Either party may terminate this agreement if there has been a material breach of this agreement on 30 days' notice.

10.3 The following shall survive the termination of this agreement:

- (a) all liabilities accrued under this agreement prior to the effective date of termination; and
- (b) all provisions set out in sections 7, 8 and 9 of this agreement.

10.4 Upon termination of this agreement, the license granted under Clause 2.1 shall automatically terminate and you must delete all copies of the software.

11. Miscellaneous.

11.1 **No children.** The Software is only for people 18 years old and over, unless they have the consent of a parent or legal guardian. By using the Software, you confirm that you are over the relevant age specified above. If we learn that someone under the relevant age specified above is using the Software, the licence to the Software will automatically terminate.

11.2 **Entire agreement.** This agreement constitutes the whole legal agreement between you and us and govern your use of the Software and completely replace any prior agreements between you and us in relation to the Software. You acknowledge that you are not relying on, and will have no remedies in respect of any undertakings, warranties, promises or assurances that are not set forth in this agreement.

11.3 **Variation.** This agreement may only be amended, modified or supplemented by agreement in writing between the parties.

- 11.4 **Governing Law.** This agreement and any non-contractual obligations arising out of, or in connection with it, shall be governed by, and interpreted in accordance with, Singapore law, without regard to conflict of law principles.
- 11.5 **Arbitration.** Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (**SIAC**) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (**SIAC Rules**) for the time being in force, which rules are deemed to be incorporated by reference in this Clause 11.5. The seat of the arbitration shall be Singapore. The tribunal shall consist of one arbitrator(s). The language of the arbitration shall be English. The law for the arbitration agreement shall be Singapore law.
- 11.6 **Successors and Assigns.** We may transfer our rights and obligations under these terms to another organisation and shall use commercially reasonable efforts to notify you of the same. You shall not be permitted to assign or transfer your rights and obligations under this agreement without our prior written consent.
- 11.7 **Third Party Rights.** A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any of its terms. Notwithstanding any terms of this agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this agreement.
- 11.8 **Severability.** Each of the terms of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining terms will remain in full force and effect.
- 11.9 **Headings.** The headings of the sections of this agreement are for convenience of reference only and shall not be considered in construing this agreement.
- 11.10 **Language.** The parties hereto confirm that it is their wish that this agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language.
- 11.11 **Contact Us.** All questions concerning this agreement must be directed to oncall@ajjhealthcare.com.
- 11.12 **Disclaimer:** All information presented in the application are for storage and analytic use only. Please seek professional advice from doctors in addition to using this application. Do not make any medical decisions solely based on our analytic data and statistics.