

TERMS AND CONDITIONS OF WEBSITE USE

1. TERMS OF USE

- 1.1 The following are terms of a legal agreement (“**Agreement**”) between you and AcuMed Medical Pte Ltd (“**AcuMed**” or “**We**” or “**Us**”). By entering, accessing and/or using this website (the “**Website**”), you acknowledge that you have read, understood and agree to be bound by these terms (as may be amended or revised from time to time) (the “**Terms of Use**”), and to comply with all applicable laws and regulations.
- 1.2 Please read these Terms of Use carefully as your entry, access and use of the Website is governed by these Terms of Use and by entering, accessing and using the Website, you agree to and accept the terms and conditions contained herein. If you do not agree with and to these Terms of Use, you must immediately leave the Website and discontinue using it and any of the services provided therein. This Website may contain other notices and copyright information, the terms of which must be observed and followed.
- 1.3 We make no representations that the Website is appropriate or available for use in locations other than the Republic of Singapore. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with the applicable local laws.
- 1.4 These Terms of Use may be amended or revised from time to time at any time without notice, and such amendment or revision shall be effective and binding upon posting onto the Website. It is therefore important that you review the Terms of Use regularly to ensure you are updated as to any changes. Your continued use of the Website signifies your agreement to and acceptance of any revised terms and conditions.

2. PROPRIETARY RIGHTS

- 2.1 The trademarks and logos (the “**Trademarks**”) used and displayed on this Website are registered Trademarks or Trademarks pending registration by AcuMed. The name AcuMed may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this Website, without prior written permission from AcuMed. AcuMed also prohibits the use of AcuMed or any other Trademark as part of a link to or from any site unless establishment of such a link is approved in advance by AcuMed in writing.
- 2.2 The copyright in all materials provided on this Website belongs to AcuMed. Unless as stated herein, none of the materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written consent of AcuMed. Any unauthorized use of the materials contained on this Website may violate copyright laws and trademark laws.
- 2.3 Nothing contained on the Website may be construed as granting, by implication, estoppel, or otherwise, any right or license to use, copy or imitate any marks without the prior written consent of the relevant owner. We reserve all rights not expressly granted in and to the marks.

3. MEDICAL EMERGENCIES

- 3.1 You understand that electronic communication is not appropriate for all health issues, particularly those of an urgent nature, and AcuMed makes no guarantee of any particular response time to any inquiry you may make.
- 3.2 Accordingly, if you are experiencing a medical emergency, you should not rely on this Website for assistance, but should instead seek appropriate emergency medical assistance.

4. DISCLAIMER OF WARRANTIES AND LIABILITY

- 4.1 AcuMed disclaims liabilities, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. AcuMed shall not be responsible for: (1) the accuracy or reliability of information on this Website; (2) any interruptions or errors in the functions contained on this Website; or (3) correction of defects, or that this Website or the server that makes them available are free of viruses or other harmful components. You hereby acknowledge that use of the site is at your sole risk.
- 4.2 We make no warranties or representations about the accuracy or completeness of the website's content or the content of any sites linked to this site and assume no liability or responsibility for any:
- (a) Errors, mistakes, or inaccuracies of content;
 - (b) Death, personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website;
 - (c) Any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any user communication, or any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
 - (d) Any interruption or cessation of transmission to or from our website, any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any equipment due to technical problems or traffic congestion on the internet or on any of the website or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the website;
 - (e) Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the website by any third party; and/or
 - (f) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content uploaded, posted, e-mailed, transmitted, or otherwise made available via the website.
- 4.3 We do not warrant, endorse, guarantee, or assume responsibility for any other website which you may access through this Website. When you access a non-AcuMed website, please note that it is independent from AcuMed, and that AcuMed has no control over the content on that Website, even if AcuMed provides information or services to the owner of that Website.
- 4.4 You accept that the onus is on you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

5. LIMITATION OF LIABILITY

- 5.1 In no event shall we (and/or our related entities), our officers, directors, employees, or agents, be liable to you for any damages howsoever resulting from any:
- (a) Errors, mistakes, or inaccuracies of content;
 - (b) Death, personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website;

- (c) Any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any user communication, or any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- (d) Any interruption or cessation of transmission to or from the website, any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any equipment due to technical problems or traffic congestion on the internet or on any of the website or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the website;
- (e) Any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the website by any third party; and/or
- (f) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content uploaded, posted, e-mailed, transmitted, or otherwise made available via the website, whether based on warranty, contract, tort, or any other legal theory, and whether or not we are advised of the possibility of such damages.

The foregoing limitation of liability shall apply to the fullest extent permitted by applicable laws.

6. INDEMNITY

- 6.1 To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless us, our affiliates and related entities, and the officers, directors, employees and agents of each such foregoing entity, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal costs and expenses) arising from:
- (a) Your use of and access to our Website;
 - (b) Your violation of any term of these Terms of Use;
 - (c) Your violation of any third party right, including without limitation any intellectual property, property, or privacy right.

7. MODIFICATIONS

- 7.1 AcuMed may change any part of this Website at any time at its sole discretion without notice. AcuMed may deny access to this Website to anyone at anytime.

8. PRIVACY

- 8.1 You agree that AcuMed may collect and process any personal information you submit to AcuMed in accordance with the applicable laws of Singapore.
- 8.2 Information communicated electronically may be incorporated and retained in an AcuMed medical record and may be disseminated as part of an authorized release of a copy of the medical record.
- 8.3 The security of any data you submit to us is important to us. However, you agree that no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of

information sent to us. AcuMed therefore makes no guarantee as to security or confidentiality of your data.

- 8.4 You hereby assume the risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, interruptions or corruption of data or other information transmitted in connection with your use of this Website.

9. ENTIRE AGREEMENT

- 9.1 These Terms of Use shall constitute the entire agreement between you and us concerning our Website.
- 9.2 The headings and section titles in these Terms of Use are for convenience only and have no legal or contractual effect.
- 9.3 These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms of Use is unlawful, void or unenforceable, that provision is deemed severable from the Terms of Use and does not affect the validity and enforceability of any remaining provisions, which shall remain in full force and effect.
- 9.4 No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision hereunder shall not constitute a waiver of such right or provision.
- 9.5 No third party shall have any right pursuant to the *Contract (Rights of Third Parties) Act (Cap. 53B)* of the Republic of Singapore to enforce any of the above terms and conditions.

10. APPLICABLE LAW AND JURISDICTION

- 10.1 The law applicable to these Terms of Use is the law of the Republic of Singapore and the courts of the Republic of Singapore will have exclusive jurisdiction in case of any dispute.