

SG IMED Pte. Ltd. (company registration no. 201422905M) **Terms of Service**

PLEASE READ THE TERMS AS HEREAFTER SET FORTH (“AGREEMENT”) CAREFULLY BEFORE INSTALLING OR USING THE SG IMED Genesis E-Clinic Software (“SOFTWARE” or “SERVICE”). BY INSTALLING OR USING THIS SOFTWARE AND REGISTERING AS A USER OF THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT

This agreement is between SG IMED Pte. Ltd, (hereafter “SG IMED”) and SG IMED HummingBird E-Clinic Customer (hereafter “the Customer”) with respect to use of the software and any functionalities, services or features offered via or in connection with the Software.

We may from time to time update the terms of this Agreement. When we do, we'll update notify our customers either by email or phone.

1. Your USE OF SERVICES AND PARTIES' OBLIGATIONS

1.1 Some software components used in our Software may be offered under an open source or other license as we may notify you of, in which case your use of those components is governed by such terms to the extent only of any inconsistency between this Agreement and those terms

1.2 Without prejudice to the generality of the foregoing, Customer shall not (and shall not, knowingly, otherwise, authorize, allow or assist any third party to):

Modify or adapt any part of the software, or permit the software or any part of it to be combined with, or become incorporated in, any other program or other platforms created by customer; disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the software or any components thereof;

access the Software to build a competitive product or service or copy any feature, function or graphic of the Service for competitive purposes; Communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, transfer, make available, license, sublicense or create derivative work or adaptations based on the whole or any part of the software; Use the software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or in contravention of any applicable laws, including in infringement of our intellectual property rights or those of any third party in relation to the software;

Nothing herein prohibits your exercise of any express statutory rights you may have under applicable law in relation to the software.

2. THIRD PARTY SERVICE PROVIDERS

2.1 The Customer acknowledges that in providing the Service, SG IMED may engage, link with Third Party Service Providers to provide Third Party Services.

2.2 If Customer elects to purchase and/or use Third Party Services, the Customer shall ensure that it fulfills all its obligations under the PDPA with respect to the collection, use, transfer and/or disclosure of any Personal Data to and from Third Party Service Providers.

2.3 The Customer acknowledges that Third Party Service Providers are independent contractors and that SG IMED does not provide, or exercise any control or oversight over the performance of Third Party Service Providers. The Customer also acknowledges and accepts that a Third Party Service Provider may change, modify or discontinue, temporarily or permanently, any Third Party Services purchased and/or used by the Customer, without notice to the Customer. SG IMED shall use its best endeavours to provide notice to the Customer within a reasonable period of time if and when SG IMED becomes aware of such change, modification, suspension and/or discontinuance of Third Party Services.

3. DISCLAIMERS

3.1 No Medical Advice is Provided by SG IMED The Service does not provide medical advice, provide medical or diagnostic services, or prescribe medication. Use of the Service is not a substitute for the professional judgment of health care providers in diagnosing and treating patients. Customer agrees that it is solely responsible for verifying the accuracy of patient information (including, without limitation, by obtaining all applicable patients' medical and medication history and allergies), obtaining patient's consent to use the Service (including without limitation any patient-facing services that may be developed), and for all of its decisions or actions with respect to the medical care, treatment, and well-being of its patients, including without limitation, all of its acts or omissions. Any use or reliance by the Customer upon the Service will not diminish that responsibility. To the extent permitted by law, Customer assumes all risks associated with the Customer's clinical use of the Service for the treatment of patients.

4. SUBSCRIPTION FEES

4.1 All subscription fees must be paid at the beginning of the one-year subscription period, in advance.

4.2 Any payment methods by the Customer shall be subject to the prior approval of SG IMED at its sole discretion.

4.3 In the event of non-payment, SG IMED reserves the right to terminate and/or suspend the Service without any notice.

4.4 Purchase of the Service is final and non-refundable, except at SG IMED's sole discretion and in accordance with these Terms. Termination under these Terms will result in forfeiture of purchased subscriptions.

5. INDEMNIFICATION

5.1 The Customer agrees to fully indemnify and hold harmless SG IMED, its directors, officers, employees, and service providers from and against any claim, demand, loss, damage, cost or liability (including legal fees) which any of the indemnitees may suffer or suffers in connection with or arising from (a) Customer's breach of its obligations, representations and/or warranties under these Terms; (b) Customer's unauthorized use, access and/or distribution of the Service; (c) Customer's violation of any intellectual property rights or other rights of any third party.

5.2 This clause shall survive the termination or expiration of this Agreement (howsoever caused).

6. LIMITS ON LIABILITY

6.1 SG IMED does not guarantee that the Service will operate error-free or uninterrupted. SG IMED is also not responsible for any issues related to the performance, operation or security of the Service that arise from the Customer's systems, Third Party Services and/or the Customer's breach of this Agreement.

6.2 SG IMED shall not be liable for any indirect, incidental, special, punitive or consequential damages, or any loss of revenue or profits. SG IMED's maximum total liability for all damages arising under or related to this agreement (in contract, tort or otherwise) shall not exceed the actual amount paid by Customer within the 12-month period preceding the event which gave rise to the claim.

7. MUTUAL CONFIDENTIALITY

7.1 Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of these Terms. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and clients (as the case maybe) who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement. The Recipient may disclose Confidential Information to the extent required by law or legal process.

7.2. Confidential Information excludes information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, was (iv) independently developed by the Recipient without use or access to the Confidential Information or (v) has been processed by the Recipient in such a manner as to exclude any data, whether true or not, about an individual or organisation that can be identified from that data.

8. TERM AND TERMINATION

8.1 This Agreement shall continue for the one-year subscription period until it expires and/or if terminated earlier according to Clauses 8.2 and 8.3 below.

8.2 This Agreement is terminated automatically upon the expiry of the subscription period.

8.3 the Customer's failure to make payment of subscription fees and/or additional charges;

8.4 Notwithstanding early termination of the Service, subscription fees for the entire subscription period will not be pro-rated and will not be refunded and shall be considered accrued and due on the day the Customer's request for subscription is accepted by SG IMED.

8.5 Upon termination of the Services, the Customer shall pay any accrued and unpaid subscription fees and destroy, return and/or make no further use of any equipment, property, materials and other items (and all copies of them) belonging to SG IMED. The Customer shall provide proof of its fulfillment of this obligation upon reasonable request by SG IMED;

9. General

9.1 This Agreement (together with documents incorporated herein) constitutes the entire agreement between the parties, and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties.

9.2 The Customer grants to SG iMED a worldwide, royalty-free and perpetual right to use the Customer's name and/or logo in customer lists and related promotional materials describing the Customer as a customer of SG iMED, which use must be in accordance with the Customer's trademark guidelines and policies.

9.3 Any translation of this Agreement is only for informal guidance, and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

9.4 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

9.5 Except as expressly provided in this Agreement, no one other than a party to this Agreement, shall have any right to enforce any of its Terms.

10. GOVERNING LAW

10.1 This Agreement shall be construed in accordance with the laws of Singapore without giving effect to its conflict of law principles, and the parties hereby submit to the exclusive jurisdiction of the Courts of Singapore.

© 2019 SG IMED Pte. Ltd. All rights reserved.