

UCARE.AI Services – Terms of Use

PLEASE READ THE TERMS AS HEREAFTER SET FORTH (“AGREEMENT”) CAREFULLY BEFORE INSTALLING OR USING THE UCARE.AI MOBILE APP (“APP”) AND/OR ANY WEB OR MOBILE SITES, COMPUTER PROGRAMS AND SERVICES WHICH MAY BE PROVIDED IN CONNECTION WITH THE APP (the App and the websites, mobile sites and computer programs shall be referred to collectively, the “UCARE.AI SERVICES”). BY INSTALLING OR USING THIS APP ON YOUR DEVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This Agreement is made between UCARE.IO PTE LTD (“UCARE.AI”, “UCARE.IO”, “UCARE”, “us” or “we” as the case may be) and you with respect to your use of the UCARE.AI Services. You are only eligible to use the UCARE.AI Services if you are at least 18 years of age. If you are not at least 18 years of age, you must have your parent’s or legal guardian’s permission to use the UCARE.AI Services.

We may from time to time update the terms of this Agreement by posting amendments at the following URL: www.ucare.ai, www.ucare.io or whenever we post an update to the UCARE.AI Services. By your continuing to use the UCARE.AI Services after any such amendment, you agree to be bound by the Agreement as so amended.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ARE INELIGIBLE TO USE THE UCARE.AI SERVICES, PLEASE UNINSTALL AND DO NOT USE THIS APP OR ANY OF THE OTHER UCARE.AI SERVICES.

For the purposes of this Agreement, the following terms shall bear the following meanings:

“Care Giver” means any private individuals acting in their personal capacity who have been designated by Care Recipients as “Care Givers” in the App;

“Care Provider” means any medical institution or service provider providing medical care or medical services which has been designated by a Care Recipient as a “Care Provider” in the App;

References in this Agreement to “Care Provider” shall also be taken to include any employees of the Care Provider;

“Care Recipient” means any private individual who is using the UCARE.AI Services to monitor and manage their personal health and personal medical conditions;

“Guardian” means any private individuals acting in their personal capacity who have been designated by Care Recipients as “Guardians” in the App;

“Health Data” means all data received by the UCARE.AI Services from a Care Recipient or Guardian relating to that Care Recipient, including Personal Data;

“Personal Data” means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access;

“Users” means collectively the Care Recipients, Care Providers, Care Givers and Guardians;

1. **Your Use of the UCARE.AI Services**

1.1 Subject always to your continuing compliance with the terms of this Agreement and (where applicable), your payment of the licence fee, we grant you the following licence in respect of the UCARE.AI Services:

- (a) If you are a Care Recipient, a limited, non-transferable, revocable, non-exclusive, non-sublicensable licence to use the UCARE.AI Services only for the purpose of managing your personal health and personal medical conditions, on and subject to the terms of this Agreement;
- (b) If you are a Care Giver, a limited, non-transferable, revocable, non-exclusive, non-sublicensable licence to use the UCARE.AI Services only for the purpose of monitoring a Care Recipient's personal health and personal medical conditions, on and subject to the terms of this Agreement. For the avoidance of doubt, this licence permits you to only access and view a Care Recipient's Health Data, subject to such additional permissions and restrictions as may be set by a Care Recipient;
- (c) If you are a Guardian, a limited, non-transferable, revocable, non-exclusive, non-sublicensable licence to use the UCARE.AI Services only for the purposes monitoring a Care Recipient's personal health and personal medical conditions, on and subject to the terms of this Agreement. For the avoidance of doubt, this licence permits you to access, view and input a Care Recipient's Health Data, subject to such additional permissions and restrictions as may be set by a Care Recipient;
- (d) If you are a Care Provider (unless otherwise separately agreed between us in writing):
 - (i) a limited, non-transferable, revocable, non-exclusive, sub-licensable (to your employees only) licence to use the UCARE.AI Services only for the purpose of remotely monitoring Care Recipients and assisting Care Recipients in managing their medical conditions and health ("**Care Provider Purposes**"), on and subject to the terms of this Agreement;
 - (ii) you shall sub-licence the UCARE.AI Services to your employees only for the Care Provider Purposes and no other purpose.

1.2 For the avoidance of doubt, nothing in this Agreement shall prevent a Care Giver, Guardian or an employee of a Care Provider from being a Care Recipient or vice versa.

1.3 You shall not install or use the UCARE.AI Services on devices which you do not own or control.

1.4 All rights, title and interest in and to the intellectual property rights in and to the UCARE.AI Services or the content displayed on the UCARE.AI Services, including but not limited to the UCARE.AI Services' look and feel, data, information, text, graphics, images, sound or video materials, photographs, designs, trademarks, trade names and content (collectively, the "**Content**") is owned by us or by our third party licensors (as may be applicable). All rights in such Content not expressly granted to you are reserved.

1.5 Some software components used in our UCARE.AI Services 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.

1.6 Without prejudice to the generality of the foregoing, you may not (and may not, knowingly or otherwise, authorise, allow or assist any third party to):

- (a) modify or adapt the whole or any part of the UCARE.AI Services, or permit the UCARE.AI Services or any part of it to be combined with, or become incorporated in, any other app, programs or other platforms created by you;
- (b) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the UCARE.AI Services or any components thereof;
- (c) communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the UCARE.AI Services;
- (d) use the UCARE.AI Services 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 UCARE.AI Services;
- (e) use the UCARE.AI Services in a way that could damage, disable, impair or compromise the UCARE.AI Services (or the systems or security of the UCARE.AI Services or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of UCARE.AI; nor
- (f) use any automated process or service to access and/or use the UCARE.AI Services.

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

1.8 You further agree and acknowledge that:

- (a) it shall be your sole responsibility to, at your own cost:
 - (i) obtain all necessary hardware, software and communications services necessary for your use of the UCARE.AI Services. Your use of the UCARE.AI Services may require the purchase of and synchronisation with third party hardware and software. We do not guarantee that your use of any third party hardware or software with the UCARE.AI Services will grant you full access to the UCARE.AI Services;
 - (ii) install antivirus or other security software to protect against any security or other vulnerabilities which may arise in connection with the use of the UCARE.AI Services; and
 - (iii) make back-ups of Health Data or other content posted via the UCARE.AI Services, as these may be subsequently deleted by us or our service providers at any time without notice to you;
- (b) the licences granted herein do not confer on you any rights to use "UCARE.AI", "UCARE.IO", "UCARE", UCARE's logos, trade marks and any service marks, slogans, product names and designations and other proprietary indicia used as part of the UCARE.AI Services, all of which are and remain the property of UCARE.AI.
- (c) we shall have the right to:
 - (i) automatically update the UCARE.AI Services and its components on your devices, add or remove functionalities, features or services, vary or impose user account rights, resource limits or fees or suspend or terminate UCARE.AI Services and/or user rights;

- (ii) deny or restrict access to this UCARE.AI Services whether to any user or generally, or to block access from or to any resources, at any time, without ascribing any reasons whatsoever; and

in any such event, you agree that no claims shall lie against us or our agents or our service providers in connection therewith.

1.9 You acknowledge and agree that these UCARE.AI Services may use transmissions over the Internet which are never completely private or secure. You understand that any Personal Data, message or information which you send in the course of the use of the UCARE.AI Services may be made public on the UCARE.AI Services and also read or intercepted by others. Use of the UCARE.AI Services is entirely at your own risk. You are solely responsible for the cost of all equipment and communications services necessary for the use of the App and any UCARE.AI Services.

1.10 The UCARE.AI Services may use cookies and other technologies (including without limitation web beacons and behavioural tracking technologies) or store other data files on your devices. You consent to the use of such cookies, technologies and data files. More information on our use of cookies in the UCARE.AI Services may be found at paragraph 3.4 below.

1.11 You further acknowledge that the UCARE.AI Services is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the UCARE.AI Services could lead to death or personal injury.

2. **Access Controls**

2.1 The UCARE.AI Services enable you to control the aspects of the Health Data which you can share with others.

(a) If you are a Care Recipient:

(i) you may at any time designate and remove Care Givers, Guardians and Care Providers who will be able to access, view and/or input your Health Data into the UCARE.AI Services as follows:

(1) **Care Provider:** once you have designated a Care Provider, the Care Provider will be able to access and view your Health Data;

(2) **Care Giver or Guardian:** you may, at your discretion, determine the permissions and restrictions which you would like to set for each Care Giver or Guardian. Care Givers are permitted to access and view your Health Data. Guardians are permitted to access, view and input your Health Data. If you do not determine the permissions and restrictions which you would like to set for each Care Giver or Guardian, the default settings will apply to each Care Giver and Guardian;

(b) If you are a Care Provider (unless otherwise separately agreed between us in writing), you will be able to access and view the Health Data of any Care Recipient who has designated you as a Care Provider in accordance with the parameters which you have set for each Care Recipient.

3. **Privacy Policy**

3.1 It is a continuing condition of your use of the UCARE.AI Services that you agree to the terms of our privacy policy as amended from time to time, available at www.ucare.ai or www.ucare.io ("**Privacy**")

Policy”), the terms of which are incorporated into this Agreement by reference. If you provide the Personal Data of any third persons, you warrant and undertake to us that you have obtained the consent of the individual to whom such data relates to our Privacy Policy and the collection, use and disclosure of Personal Data in accordance therewith.

- 3.2 By using the UCARE.AI Services, in addition to the matters set out in the Privacy Policy, you consent to us collecting, using or disclosing your Personal Data for the purposes set out in the Privacy Policy.
- 3.3 The UCARE.AI Services may provide links to external sites whose data protection and privacy practices may differ from those set forth here. We are not responsible for the content and privacy practices of these other websites and you agree to review and abide by the data protection and privacy notices of those sites.
- 3.4 This UCARE.AI Services uses cookies. A cookie is a small text file which is placed on your Device whenever you run or use the UCARE.AI Services. These cookies collect information about your use of the UCARE.AI Services and how you use the UCARE.AI Services. We use cookies and other technologies to facilitate your use of the UCARE.AI Services and to improve your experience of the UCARE.AI Services. You may change the settings on your devices to block the use of cookies. However, if you do choose to block the cookies used in this UCARE.AI Services, you may not be able to use certain features and functions of the UCARE.AI Services.

4. **Your Account**

- 4.1 You are required to register and set up an account before commencing use of the UCARE.AI Services. You are responsible for maintaining the confidentiality of your login information and passwords, and all uses of your login information and passwords and all actions carried out under your account, whether or not authorised by you.
- 4.2 You shall immediately notify us of any unauthorised use of your login information or password. However, we do not assume any responsibility or liability for any misuse of your account by any person or any information which may have been submitted by someone who has fraudulently accessed your account, or for any third party’s fraudulent use or misuse of information submitted by you.
- 4.3 You represent that all information submitted by you (whether about yourself or about any other User) is accurate and complete and you shall check back regularly and keep such information updated.

5. **Disclaimer**

- 5.1 If you are a Care Recipient, Care Giver or Guardian, the following disclaimer will apply:
 - (a) The UCARE.AI Services are designed to help you manage your own medical conditions and health (or the medical conditions and health of your Care Recipient, as may be applicable). We are not licensed medical care providers and have no expertise in diagnosing, examining or treating medical conditions of any kind. The information provided to you via the UCARE.AI Services is intended to be informational only and is not intended to be, and should not be treated as, substitutes for professional medical advice, diagnosis or treatment.
 - (b) Care Recipients should always consult your own doctors (or your own Care Providers) if you have specific concerns.
 - (c) If you (or your Care Giver or Guardian) think you may have a medical emergency, call your doctor or 995 immediately.

- 5.2 If you are a Care Provider, the following disclaimer will apply:
- (a) The UCARE.AI Services are designed to help you manage the medical conditions and health of your Care Recipients. However, the UCARE.AI Services should not be treated as substitutes for the provision of actual medical treatment and professional medical advice. The information provided to you via the UCARE.AI Services is intended to be informational only. We are not licensed medical care providers and have no expertise in diagnosing, examining or treating medical conditions of any kind.
 - (b) If you have any concerns about the medical condition and health of any of your Care Recipients, you should take such action as you may deem fit in your position as a Care Provider. We are not responsible and shall not be held liable for any loss or damage suffered by you arising from or in connection with any of the following any treatment, treatment decision, modification to treatment plans or diagnosis, or any other decision within your scope of practice or under an agreement with a Care Recipient that you may choose to provide, whether or not based on Health Data and information obtained via the UCARE.AI Services.

6. **Health Data**

- 6.1 If you are a Care Recipient or Guardian, you will be able to submit Health Data via the UCARE.AI Services about yourself or your Care Recipients respectively.
- 6.2 By submitting such Health Data, you represent and warrant and shall ensure that all of your Health Data will at all times:
- (a) be accurate and complete; and
 - (b) not be obscene, threatening, defamatory, invasive of privacy, or otherwise injurious to third parties or objectionable.
- 6.3 If you discover that any of the Health Data submitted is inaccurate, you will promptly take all reasonable steps to correct the Health Data.
- 6.4 You hereby irrevocably agree and consent that UCARE.AI is the owner of all data files, databases, database schemas (including all intellectual property rights and database rights comprised therein) and Health Data relating to any Users generated or created in the course of or in connection with the use of the Apps, and that UCARE.AI shall be entitled to use and exploit the same (and any data, information or components comprised therein) whether for itself or for others in such manner as it may see fit, including but not limited to the use of such files and data for research, product development, analytics, as well as marketing and promotional activities, whether on an anonymised basis, or if on a non-anonymised basis, insofar as permitted under relevant data protection laws.

7. **Third Party Sites and Links**

- 7.1 We may provide links to third party sites. We have no control over such third party sites, and you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or materials on or available through such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods or services on or available through any such site or resource.

7.2 You further acknowledge that your access to and/or use of third party sites is entirely at your own risk, and that third party sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the use of those sites and resources.

7.3 We do not warrant that the third party sites will meet your requirements or that the same will not cause you any loss of any kind, and you agree that to the maximum extent permitted by law, we shall not be liable for any loss or damage of any kind incurred in connection with your use or reliance on any content, information or other materials on or available through such third parties.

8. **Disclaimer of Warranties and Liability**

8.1 To the maximum extent permitted by law, you irrevocably agree and acknowledge that:

- (a) the UCARE.AI Services are provided on an "as is" and "as available" basis, with all faults and without warranty of any kind. Your use of the UCARE.AI Services is at your own risk and you are responsible for compliance with all applicable laws;
- (b) we do not warrant that the UCARE.AI Services or the functions contained in or performed, provided or enabled by or through the UCARE.AI Services will meet your requirements, that the operation of the UCARE.AI Services will be uninterrupted or error-free or that defects in the UCARE.AI Services will be corrected. Without prejudice to the foregoing, UCARE.AI does not warrant and hereby disclaims any representation, warranty or term with respect to the UCARE.AI Services, whether express, implied or statutory, including but not limited to:
 - (i) merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third party rights, or as to the correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third party rights in connection with the UCARE.AI Services or the functions available thereunder;
 - (ii) the UCARE.AI Services and any related computer system is and will be free of all viruses and/or other harmful elements;
 - (iii) the UCARE.AI Services will at all times be available and/or accessible;
 - (iv) non-interference with your enjoyment of the UCARE.AI Services;
 - (v) the UCARE.AI Services being compatible or working with any third party software, applications or third party services.

8.2 You expressly acknowledge and agree that, to the maximum extent permitted by applicable law, use of the UCARE.AI Services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

9. **Indemnity**

9.1 You agree to fully indemnify and hold harmless UCARE.AI, our affiliates, officers, employees, consultants, agents and authorised service providers (collectively, the "**Indemnitees**") 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) your breach of this Agreement; (c) your access or use of the UCARE.AI Services; (d) any third party claims in connection with the UCARE.AI Services; (e) any action taken by us either as part of our investigation of any

suspected breach of this Agreement or as a result of our finding or decision that a breach of this Agreement has occurred; (e) your breach of any rights of any other person.

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

10. **Limitation of Liability**

10.1 To the maximum extent permitted by law, UCARE.AI, our affiliates, officers, employees, consultants, agents and authorised service providers shall not be liable for any claim, damage or loss of any kind of any nature (whether incidental, special, indirect or consequential) whatsoever caused and howsoever arising as a result (direct or indirect) of or otherwise in connection with your use of or reliance on the UCARE.AI Services, including but not limited to any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity, regardless of the cause thereof and even if we have been advised of the possibility of such damages.

10.2 Without prejudice to the foregoing, if to any extent our liability is or cannot be excluded, our maximum aggregate liability (together with that of our affiliates, officers, employees, consultants, agents and authorised service providers) to you shall not exceed the sum of Ten Singapore Dollar.

11. **Termination**

11.1 We have the right to terminate or suspend your use of the UCARE.AI Services and/or terminate the App and access thereto without prior notice to you, at any time and for any or no reason. Without limiting the foregoing, if you breach this Agreement, or conduct yourself in a manner that we deem to be detrimental to the integrity, security and operation of the UCARE.AI Services or any information systems connected or in operation with the same, we reserve the right to suspend or permanently terminate your access to the UCARE.AI Services for any reason in our sole and absolute discretion.

11.2 You agree and acknowledge that any suspension or termination of your access to the UCARE.AI Services may be effected without prior notice, and agree that UCARE.AI Services may immediately deactivate.

11.3 If you are a Care Giver, Guardian or Care Provider, the termination of the account of any Care Recipient who has designated you as their Care Giver, Guardian or Care Provider (as the case may be) shall immediately result in the cessation of your permissions and access controls in respect of that Care Recipient's account.

11.4 For the avoidance of doubt, the termination or suspension of any Care Recipient's account shall not result in the termination or suspension of:

(a) the account of the Care Provider; or

(b) the account of the Care Giver or Guardian insofar as they have been designated as Care Giver or Guardian of other Care Recipients.

11.5 If you are a Care Recipient, in the event of the termination of your use of the UCARE.AI Services, you acknowledge and agree that we may continue to use your Health Data in accordance with the terms of our Privacy Policy and this Agreement.

11.6 Save only as may be required under any applicable law, we are not obliged upon the termination of this Agreement or of access to the App to provide you any access to any files or data through your use of the App. You shall bear all fees, costs and expenses relating to such access, if granted by us.

12. **General**

- 12.1 This Agreement constitutes the entire agreement between you and UCARE.AI relating to the UCARE.AI Services and supersedes all prior or contemporaneous understandings regarding such subject matter.
- 12.2 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.
- 12.3 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 12.4 Except for the Indemnitees referred to in Clause 9, a person who is not a party to the Agreement shall have no right to enforce or enjoy the benefit of any term of this Agreement under the Contracts (Rights of Third Parties) Act (Chapter 53B).
13. **Governing Law**
- 13.1 This Agreement shall be governed by and construed in accordance with laws of the Republic of Singapore. You hereby submit to the non-exclusive jurisdiction of the Singapore courts.

Version date: 2 May 2018