

SERVICE SUBSCRIPTION AGREEMENT

THIS SERVICE SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made and entered into on _____ (“**Effective Date**”) **BETWEEN:-**

BETWEEN **SG ASSIST PTE. LTD.** (Company Registration No.: 201841624W), a private limited company incorporated in Singapore and having its registered office at 10 Tampines North Drive 4, #05-11, Singapore 528553 (the “**Company**”); and

AND **[INSERT NAME]** (NRIC / Passport No.: [•]), of [insert address] (the “**Subscriber**”),

(collectively, the “**Parties**” and each, a “**Party**”).

This Agreement has been entered into by the Subscriber for the Care Recipient, [Name] (NRIC No/Passport No.:) of [address] (“**the Care Recipient**”)

WHEREAS:-

(A) The Company is a social enterprise that supports caregivers and their loved ones through sustainable community-based solutions.

The Company provides its own Android-only utility mobile application, CareBell to call the SG Assist Call Centre, which enables Care Recipients to receive remote medical and welfare triage services in case of emergencies.

(B) The Subscriber is the caregiver of the Care Recipient. A caregiver is usually a close relative or friend or social services of an elderly Care Recipient etc. The Care Recipient is usually the Company’s Service Users.

(C) The Parties now desire to enter into this Agreement upon the terms and conditions contained therein to govern the Subscription by the Subscriber for the Services and/or Software.

IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and the schedules hereto, the following expressions shall bear the following meanings:

“**Affiliate**” means with respect to any Party, any other person, which, directly or indirectly, Controls, is Controlled by, or is under common Control with the first named person.

“**Business Day**” means a day (other than a Saturday, a Sunday or a gazetted public holiday in Singapore) on which commercial banks are generally open for business in Singapore.

“**Caregiver**” means the payee for the service after initial introduction/payment by the sponsoring organisation has lapsed, and is, unless expressly stated otherwise, the Subscriber;

“**Care Recipient**” means the individual who will use the Services on a 24/7 basis with emergency monitoring and emergency response, which will be requested for by the SGA Call Centre Agents, if needed.

“**Confidential Information**” means

- (a) information in relation to the Company, or any of its affairs or business or systems or methods of carrying on business including without limitation information relating to its customers, products, services, methods, systems, finances, contracts, negotiations, business plans, costs, sales, marketing methods, strategies or technical operations of the Company;
- (b) information from time to time in the possession or custody of the Company to users of Services from time to time provided by the Company, including without limitation the names of its customers and contact details;
- (c) information from time to time in the possession or custody of the Company belonging to its vendors or other suppliers of services from time to time provided to the Company;
- (d) information confidential or secret or proprietary to the Company;
- (e) information otherwise designated as confidential or secret by the Company;
- (f) information imparted in confidence to the Subscriber by the Company;
- (g) any other information classifiable in equity as confidential information; and
- (h) without limiting the foregoing, shall include statistics, data, source codes, object codes, specifications, user manuals, programming manuals, modification manuals, flow charts, drawings, software listings, models, drafts, and diagrams and shall extend to all forms of storage or representation of the information referred to above

“**Data Protection Policy**” means the Company’s Data Protection Policy, as may be amended or modified from time to time, and which may be accessed at [<https://sgassist.com/data-protection-policy/>].

“**Emergency**” means any situation where the care recipient requires health or welfare services on an urgent and/or immediate basis. For clarity, it refers to a situation where the Care Recipient is in immediate danger or requires urgent assistance. This can include medical emergencies, accidents, threats to personal safety, or any other critical situation where prompt intervention is needed.

“**Emergency services**” means first responders such as the Singapore Civil Defence Force, ambulance services, fire services etc.

“**Fees**” means the cost of the Subscription for the use of the Hardware, Software, and Services.

“**Additional Fees**” means

- (a) fees charged by emergency responders and services that may result from the Company exercising its right to contact emergency services, including false alarms;
- (b) Charges assessed by emergency responders including, but not limited to, false SOS emergency signals or search and rescue activities resulting from an SOS emergency signal from the Subscriber or Care Recipient; and
- (c) Any costs incurred by the Company that are caused by the misuse or improper use of the Service, Software and/or related products.

“**Renewal Fees**” means the annual or monthly subscription that the user has to pay to renew their Subscription (when their contract term is over), in order to renew for a new contract term.

“**Intellectual Property Rights**” or “**Intellectual Property**” means:

- (a) all patents, trademarks, service marks, and other marks, logos, get-up, trade and business names, internet domain names, rights in designs (and applications for all the same), copyrights (including rights in computer software), moral rights, database rights, rights in knowhow, trade secrets, inventions, discoveries, improvements, designs, techniques, computer programs and other confidential processes and information and know how, in each case whether capable of being registered, registered or unregistered and including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world and rights in the nature of unfair competition rights and rights to sue for passing off;
- (b) rights under licences, consents, orders, statutes or otherwise in relation to a right under subparagraph (a) above;
- (c) rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (b) which now or in the future may subsist; and
- (d) the right to sue for past infringements of any of the foregoing rights.

“**Misuse**” means the abuse or improper use of the emergency feature of the CareBell app in a non-emergency or false alarm situation. This could be intentional, where someone uses it inappropriately without a genuine need for urgent assistance. This may also include, but not limited to criminal activities, threats to other users, privacy violations, and set out in Schedule C.

“**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 Company has or is likely to have access.

“**Software**” means the utility mobile application known as CareBell owned, developed, maintained and distributed by the Company.

“**Service**” means the scope of services as set out in Schedule A to be performed by the Company, and includes all services, activities and software not specifically stated therein but which are necessary or ancillary for the provision of each such Service.

“**SGA Call Agents**” means staff in the Company who exclusively and only react and respond to the emergency notification from the CareBell app.

“**SGA Support Team**” means only department or team in the Company focusing on the provision of the Services. The SGA Support Team is made up of SG Assist Call Agents and excludes all other the business units of the Company.

1.2 In this Agreement, unless the context otherwise requires:-

- (a) references to “**Clauses**” and “**Schedules**”) are to clauses of, and the schedules annexed to, this Agreement;
- (b) words importing the singular include the plural and vice versa, and words importing a gender include every gender;
- (c) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof;
- (d) any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted; and
- (e) headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3 The Parties further agree that the following documents shall form an integral part of this Agreement:-

- (a) Schedule A: Scope of Services;
- (b) Schedule B: Type of Fees;
- (c) Schedule C: Code of Conduct;
- (d) Terms of Use (<https://sgassist.com/terms-of-use>) (as of 01/02/2024); and
- (e) Data Protection Policy (<https://sgassist.com/data-protection-policy>)(as of 01/02/2024).

2. OBLIGATIONS OF THE SUBSCRIBER

2.1 The Subscriber hereby agrees to subscribe to the Service and Software provided by the Company, the use of which will be governed by this Agreement(the “**Subscription**”).

2.2 The Subscriber agrees to be bound by the terms and conditions outlined herein by submitting and/or updating the Subscriber’s particulars.

2.3 The Subscriber shall register themselves and the Care Recipient with the Company as users of the application and pay for the Subscription for the use of the CareBell Software and for the Care Recipient to use, receive, and benefit from the Services provided by the Company.

2.4 The Subscriber agrees to provide accurate and up-to-date information to the Company during the registration process and to update the Company of any changes to this information by

calling the Company's Call Centre at 6424 0446. Information includes, but is not limited to, the Subscriber's personal information and the Care Recipient's information.

- 2.5 Unless otherwise agreed to by Parties in writing, the Subscriber undertakes to:
- a) Not use or exploit the Service for commercial purposes, including but not limited to reselling the Service to other persons for profit or charging persons for use of the Service.
 - b) Use the Software, Hardware and Services solely for legitimate emergency situations and will not be used for fraudulent activities, illegal activities or improper purposes outside the scope of the service and use set out in this Agreement.
- 2.6 The Subscriber acknowledges that the Subscription is only available for Care Recipients residing within Singapore (Pulau Ujong, Singapore Island) but excluding the residents in the surrounding sixty-two (62) islands of Singapore, including Sentosa Island, Pulau Ubin and Kusu Island;
- 2.7 The Subscriber warrants that they are between the age of 21 and 80 years old.
- 2.8 The Subscriber warrants that the Care Recipient has ready access to, and knows how to operate an Internet-enabled smartphone that is capable of supporting all the functions of the CareBell mobile application and related Software and features, which includes having access to stable and reliable Internet connection.
- 2.9 The Subscriber shall settle any additional fees which accrue in relation to this Agreement, including, but not limited to:
- a) Fees charged by emergency responders and services that may result from the Company exercising its right to contact emergency services, including false alarms;
 - b) Charges assessed by emergency responders including, but not limited to, false SOS emergency signals or search and rescue activities resulting from an SOS emergency signal from the Subscriber or Care Recipient ; and
 - c) Any costs incurred by the Company that are caused by the misuse or improper use of the Service, Software and/or related products (collectively, "**the Additional Fees**")
- 2.10 The Subscriber and the Care Recipient agree to treat all staff of the Company, including the SGA Call Centre Agents, with respect and courtesy and in accordance with the Code of Conduct in Schedule C.
- a) The Subscriber and the Care Recipient agree and undertake to abstain from verbally abusing, harassing, discriminating against or participating in any form of offensive behaviour towards the Company's personnel.

3. THE OBLIGATIONS OF THE COMPANY

- 3.1 The Company, as the main provider of the Service, which uses the CareWare Software to directly contact the SGA Call Centre Agents, who would then provide a triage for emergency

services according to the Care Recipient's situation. The scope of Services provided by the Company to the Subscriber and Care Recipient is set out in Schedule A of this Agreement.

- 3.2 The Parties agree that the scope of Services may be modified by the Company from time to time. The Company shall give the Subscriber and Care Recipient written notice of any such changes at least thirty (30) calendar days prior to the modifications taking effect.
- 3.3 Should the SGA Call Centre Agent receive a call from the Subscriber and/or Care Recipient and the call has dropped, the SGA Call Centre Agents will attempt to contact the Subscriber and/or the Care Recipients by using the contact details provided by the Subscriber through the CareBell application.
- 3.4 If the Company cannot establish contact with the Subscriber by using the contact details provided by the Subscriber, and it is reasonably deemed, and in the SGA Call Centre Agent's best judgment, that such situation is indeed an emergency (for instance the caller may have fainted), the Company shall have the right to provide relevant information to the appropriate emergency services based on the nature of the emergency and the user's location.
- 3.5 The Company and its agents shall make all reasonable efforts to promptly notify and seek assistance from the relevant emergency services when necessary to ensure the safety and well-being of the Care Recipients.
- 3.6 The Company shall have the right to, at any time, change or otherwise modify any aspect, scope and/or feature of the Service. This includes, but is not limited to, amending of any rules, rates, fees, charges, and/or terms and conditions in respect of the Service.
 - a) Such amendments will be published at <https://www.SGAssist.com/CareBell> from time to time. The Subscriber agrees that such publication will constitute sufficient notice of the amendments and the Subscriber's continued use of the Service will constitute acceptance of the amendments.

4. SUBSCRIPTION TERM

- 4.1 The Subscriber agrees that the "**Minimum Period of Service**" is the length of the Subscription duration chosen by the Subscriber for the initial Subscription term. The Subscription is available for the following durations:
 - a) 6 months;
 - b) 12 months; or
 - c) 24 months.
- 4.2 The Parties agree that Service will commence within seven (7) calendar days after the initial and successful registration.
 - a) The Subscriber and Care Recipient shall complete the initial stage of registration, of which the steps are as follows:
 - i. SGA Call Centre Agents will contact the Care Recipients after they receive updated particulars. Personal information such as the Care Recipient's medical history, special

needs and/or arrangements required, will be verified directly by the Care Recipient with the SGA Call Agents over the telephone;

- ii. The SGA Call Centre Agents will verify that the Care Recipient has successfully installed, launched, registered an account and logged on to the CareBell mobile application; and
 - iii. SGA Call Centre Agents will email the Subscriber to notify them that the registration process has been successfully completed.;
 - iv. The Subscriber pays for the Subscription online through the CareBell payment platform within the mobile application;
 - v. A confirmation and the date of the commencement of the Service for the Care Recipient.
- 4.3 The Company undertakes to notify, in writing, the Subscriber with automatically renewing subscriptions at least thirty (30) calendar days before expiration of the Subscription and to notify the Subscriber that the renewal of the Subscription is required..
- 4.4 Where the Subscriber does not give notice 30 calendar days prior to the Subscription expiration date, the Company will presume reserves the right to impose Renewal Fees for the renewal of the Subscription for another term automatically.

5. PAYMENT AND FEES

- 5.1 The Subscriber agrees to pay all Subscription fees including, but not limited to, the prevailing rate of GST, all Fees outlined during registration and Renewal Fees, 2 weeks' prior to commencement of Subscription period.
- 5.2 Payments for the Service will be processed through the designated payment method on the Company's website when available. The Company will contact the Subscriber with information relating to the payment schedule when payment is required.
- 5.3 Where the Care Recipient is sponsored by a Subscriber that is a social service, welfare organisation, or employer (collectively, "**Sponsoring Subscriber**"), then:
- a) The Care Recipient agrees to pay any outstanding Fees, including any applicable Additional Fees and Renewal Fees, under the Subscription that are not paid by the Sponsoring Subscriber;
 - b) Where the Sponsoring Subscriber has informed the Company it will cease funding the Care Recipient, the Company undertakes to give written notice to the Care Recipient of the decision at least thirty (30) days before the Sponsoring Subscriber ceases to fund the the Subscription. ceases; and
 - c) Upon receiving notice, the Care Recipient shall have thirty (30) calendar days to notify the Company of their intention to continue renewing their Subscription and agrees to be solely liable for the Fees and any Additional Fees under the subsequent Subscription.

5.4 In the event of non-payment or unsuccessful payment, the Company reserves the right to suspend the Subscriber and Care Recipient's use and access to the mobile application and Service until any outstanding Fees are fully settled. The Subscription will be terminated entirely if such outstanding Fees are not paid within 7 working days.

6. **BREACH**

6.1 The Company reserves the right to suspend or terminate the the Agreement, and block access to the Service and mobile application after seven (7) calendar days' written notice to the Subscriber and Care Recipient, without compensation and without prejudice to the Company's rights to damages for any antecedent breach of this Agreement by the Subscriber and/or Care Recipient, if:

- a) The Subscriber and/or Care Recipient breaches any of the terms and conditions of this Agreement or any other agreement with the Company;
- b) The Subscriber becomes or is at risk of becoming bankrupt or insolvent. This includes situations where the Subscriber is at risk of bankruptcy or insolvency due to his role as a director and/or shareholder of a company in Singapore or overseas;;
- c) The Subscriber passes away before the Subscription was paid in full. In such cases, the Company will terminate this Agreement within 7 calendar days from the date when the Fees are due;
- d) The Care Recipient passes away;
- e) The Subscriber and/or Care Recipient provides incorrect, false or incomplete information to the Company;
- f) The requirements of any relevant regulatory authority results in the Company ceasing to provide Services or being unable to obtain stable telecommunication and/or Internet connection;
- g) The requirements of any relevant regulatory authority requires the Company to provide the Services or the network connection in a manner that is not compatible to the Company;
- h) The Subscriber and/or Care Recipient is likely to create imminent harm including, but not limited to, interruption, disruption, congestion, signal leakage or any unlawful act to the Company's internet network, any third party's network, the Company's systems, or the Company's provision of Services;
- i) The Subscriber and/or Care Recipient defrauds the Company;
- j) The Subscriber and/or Care Recipient is repeatedly abusive to the Company's personnel. Abusive acts include but are not limited to, physical assault, verbal abuse, and harassment;
- k) For any reason beyond the control of the Company and covenants including, but not limited to, loss of licence, government requirements, regulatory authorities, court

orders, or failure by a third party to deliver, that Company determines it is unable to provide the Service;

- 1.1 If the Company suspends or terminates the Subscriber and/or the Care Recipient's use of the mobile application and Services, or terminates this Agreement, the Subscriber may contact the Company's customer service or call centre teams to provide information about why the suspension or termination should not occur. The Company reserves the right to use and to exercise its discretion to decide on the outcome to either permanently block access or restore access to the Services and mobile application for the Subscriber and/or the Care Recipient. The Company also reserves its rights to take legal action against the Subscriber and/or Care Recipients even after it has terminated or suspended their accounts.
- 1.1 If the Subscriber and/or the Care Recipient has remedied any breach or default, and has reimbursed the Company for reasonable costs in suspending or terminating the Service within 7 calendar days of breach or default, the Company retains the right to restore any suspender terminated Service.
- 1.2 Where there is continued, deliberate and/or negligent breach and/or misuse of the Service by the User, which includes but is not limited to causing a false alarm through the mobile application, the Company shall have the right to terminate this Agreement.

7. **TERMINATION**

- 7.1 The Subscription may at any time terminate the Subscription by giving the Company notice in writing to carebell@SGAssist.com ("**Notice of Termination**"). Such termination will become effective fourteen (14) calendar days after such notice is given.
- 7.2 The Parties agree that the Subscriber may elect to terminate the Agreement by written notice to the Company where the Care Recipient has passed away and the Subscriber can provide a copy of the Care Recipient's death certificate alongside the written notice.
- 7.3 Subject to exclusions expressly included in this clause, the Company shall impose an "**Early Termination Fee**" on the Subscriber if the Subscriber terminates the Subscription before the Minimum Period of Service has lapsed if:
 - a) The Subscriber terminates the Subscription before the end of the Minimum Period of Service;
 - b) The Company exercises its right to terminate this Agreement in response to the Subscriber and/or Care Recipient's breach of this Agreement, default, act, or omission; and/or
 - c) The Subscriber fails to pay any Fees, including Additional and Renewal Fees, within thirty (30) calendar days of notification of payment by the Company.
- 7.4 The Early Termination Fee will not be applied and payable if:
 - a) The Parties agree in writing; or
 - b) The Care Recipient passes away and the Subscriber furnishes the Care Recipient's death certificate with a Notice of Termination to the Company.

- 7.5 The Parties agree that the Early Termination Fee will be calculated as:
- a) For Subscriptions with a duration of 6 or 12 months, 100% of the remaining subscription fees for the unexpired term; or
 - b) For subscriptions with a duration of 24 months, the early termination fee shall be 80% of the remaining subscription fees for the unexpired term.
- 7.6 The Parties agree that if this Agreement is terminated by either party, the Company will cease providing the Service and the User pay any outstanding fees and charges up to the effective date of termination.
- 7.7 In the event of termination due to the Subscriber and/or Care Recipient's deliberate or negligent misuse of the SOS emergency service, the Company reserves the right to refuse any refunds and claims against the Subscriber and/or Care Recipient by written notice to convey the Company's rejection to process the refund and/or claim.

8. CONFIDENTIALITY

- 8.1 The Company shall use all reasonable efforts to comply with the provisions of the Personal Data Protection Act 2012 ("PDPA") in their use, administration and management of the Software and related Products, including but not limited to Part 3, Part 4 and Part 5 of the PDPA. A Party that breaches clause 6 of this Agreement shall be subjected to sanctions under the PDPA, particularly Part 10, in addition to all other sanctions in this Agreement.
- 8.2 Each Party shall not disclose and use all reasonable efforts to maintain the secrecy of any and all Confidential Information disclosed to it by the other Party under the terms of this Agreement, or developed pursuant to this Agreement, without the express and written consent of the disclosing Party, with the exception of the following:
- a) Information, which at the time of disclosure to the receiving Party, is available to the public;
 - b) Information which, after disclosure to the receiving Party, become available to the public, by publication or otherwise, other than by a breach of this Agreement by the receiving Party;
 - c) Information that the receiving Party can establish by prior record was already known to it or was in its possession at the time of the disclosure and was not acquired, directly or indirectly, from the disclosing Party;
 - d) Information that the Party obtains from a third party, provided that such information was not obtained by the said third party, directly or indirectly, from the disclosing Party under an obligation of confidentiality toward the disclosing Party;
 - e) Information that the receiving Party can establish was independently developed by persons in its employment or otherwise who had no contact with and were not aware of the content of the Confidential Information;
 - f) Information that the receiving Party is compelled to disclose by a regulatory authority or a court or tribunal of a competent jurisdiction. In such a case, the receiving Party shall immediately give notice to the disclosing Party so that the disclosing Party may seek a protective order or other remedy from the said regulatory authority, court or tribunal;

- g) In any event, the receiving Party shall disclose only the relevant and necessary portion(s) of the Confidential Information that the receiving Party is legally required to disclose and will exercise reasonable efforts to ensure that any such information disclosed will be treated confidentially by said regulatory authority, court or tribunal.
- 8.3 Each Party shall use its reasonable endeavours to prevent the unauthorized disclosure of the Parties' Confidential Information.
- 8.4 Each Party shall take all reasonable steps, including but not limited to, steps taken to protect its own information, data or any tangible or intangible property that it regards as proprietary or confidential, to ensure that the Confidential Information is not disclosed or duplicated for the use of any third party.
- 8.5 Each Party shall take all reasonable steps to prevent its agents, officers, employees or any other persons having access to the Confidential Information from disclosing or using such information without authorization or from committing any acts or omissions that may result in a violation of this Agreement.
- 8.6 Both Parties agree that the Confidential Information shall only be used in connection with the Parties' respective obligations under this Agreement.

9. PERSONAL DATA

- 9.1 Each Party shall comply with all applicable laws and regulations including the Personal Data Protection Act 2012 (“**PDPA**”) with respect to the Company's Services and Products and the performance by the other party of their obligations pursuant to this Agreement.
- 9.2 The Subscriber acknowledges and agrees that the collection, use or disclosure of any Personal Data of the User under this Agreement pursuant to the Subscription shall be governed by the Company's Data Protection Policy and PDPA.
- 9.3 The Parties shall not engage in any deceptive, misleading, illegal, or unethical practices when providing or handling Personal Data that may be detrimental to the other Party.
- 9.4 For Sponsoring Subscribers, the Company will delete all records received from the sponsoring organisation relating to the Sponsoring Subscriber and their Care Recipient if the Sponsoring Subscriber so requests, by email sent to carebell@SGAssist.com, to request for and explain the reason(s) for this data to be deleted.
- 9.5 The Subscriber understands that the Company's data practices are for the purpose of providing Products and Services to the Subscriber and Care Recipients, to enhance customer experience, to improve Company Products, and to improve Company Services.

10. FORCE MAJEURE

- 10.1 If the ability of any Party to perform any of its obligations under this Agreement is limited, delayed or prevented in whole or in part by reason of any cause or event beyond the reasonable control of such Party, including but without limitation fire, storm, tempest, explosion, accident, breakdown of plant or machinery, strike and/or industrial dispute, war, civil strike or commotion, act of foreign enemy, epidemic, quarantine, health risk, terrorist activity, events of national emergency, hostilities (whether war be declared or not), law or act of or authorised by

a government but excluding the inability to its meet financial obligations (a "**Force Majeure Event**"), such Party shall be excused, discharged or released without penalty or liability from its obligations under this Agreement to the extent and for the period that such performance is so limited, delayed or prevented provided that such Party shall take all steps reasonably possible to mitigate the losses or damages caused by its failure or delay to perform its obligations under this Agreement.

- 10.2 Notwithstanding the foregoing, if the Force Majeure Event exceeds sixty (60) calendar days in duration, either Party shall have the right at any time thereafter during the continuance of such failure or delay, terminate this Agreement by giving written notice to the other Party.

11. INDEMNITY

- 11.1 For the purposes of this Agreement, "**Indemnified Person**" means the Company and any of their subsidiaries, associated companies or affiliates (wherever situated) and their respective directors, officers, agents and employees and each other person.
- 11.2 The Subscriber and Care Recipient agree that they shall indemnify and hold harmless the Indemnified Persons from and against all claims, actions, proceedings, demands, liabilities, losses, damages, costs and expenses arising out of or in connection with the engagement hereunder or which arise out of any breach by the Company of any of its obligations or duties or any warranties under the terms of this Agreement, which any Indemnified Person may suffer or incur in any jurisdiction and all costs and expenses incurred incidental thereto by any Indemnified Person, including those incurred in connection with the investigation of, preparation for or defence of, any pending or threatened litigation or claim within the terms of this indemnity or any matter incidental thereto, provided that the Company will not be responsible for any liabilities, losses, damages, costs or expenses which are finally determined by a judgment of a court of competent jurisdiction to have resulted from the fraud, wilful misconduct or default or gross negligence on the part of the Indemnified Person, and sums already paid by the Company under this indemnity but which fall within this proviso shall be reimbursed by the Subscriber and/or Care Recipient in full.
- 11.3 The Company warrants that it has taken out the appropriate professional indemnity insurance to insure the Company in the event that it is required to indemnify or found liable for any losses or losses by the Subscriber.

12. EXCLUSION OF LIABILITY

- 12.1 The Company does not warrant that the Service will operate uninterrupted or error-free at all times. The Company therefore excludes all liability, to the maximum extent permitted under the law that:
- a) any issues relating to the Software. the Service will be accessible, reliable or available, or be without disruption, interruption or errors; and
 - b) the results, information, contents or materials derived from the use of the Service are accurate, reliable or suitable for its users.
- 12.2 The Company shall not be held liable to any injury, death, costs, expenses, damages or loss caused by the failure of its Hardware and Software due to user error or third parties which include, but are not limited to:
- a) False alerts;
 - b) Test alerts; and
 - c) Compensation claims against the Company resulting from the involvement, lack of appearance, or late appearance of emergency services; and
- 12.3 The Subscriber acknowledges that the Service is reliant on a reasonable cellular connectivity and internet connection to provide the Service. The Company excludes all liability, to the maximum extent permitted under the applicable law, for poor service where there is Poor Cellular Connectivity or Poor Internet Connection.
- a) For the purpose of this Agreement, the Care Recipient is considered to have “Poor Cellular Connectivity” where conversation between a SGA Call Centre Agent and the Care Recipient is not intelligible.
 - b) The Care Recipient is considered to have a “*Poor Internet Connection*” where emergency calls, activations or data cannot be sent to SG Call Centre Agent within 3 seconds from the Software.
- 12.7 The Company excludes all liability, to the maximum extent permitted under the law, for any delay or failure in performance resulting from matters beyond its reasonable control and/or owing to force majeure.
- 12.4 To the maximum extent permitted under the law, the Company, its affiliates, partners, subcontractors, employees, officers, volunteers and directors exclude any liability arising in connection with the provision of the Service, the use of the Service or in respect of any loss of data suffered arising from the use of the Service including but not limited to, any indirect, consequential, special or incidental loss, damage, expense or liability (including loss of profit, loss of goodwill, loss of opportunity cost, loss of business, damage or loss to reputation, claims by third parties or customers), or any exemplary or punitive damages, regardless of the form of action, whether in contract or tort (including negligence or otherwise), arising from or caused by or in connection (including their failure to discharge any obligations outlined in this Agreement) with the Subscriber and Care Recipient’s use of the Service and Software.

12.5 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13. NOTICE

13.1 Any notice required to be given under this Agreement shall be, by default, in writing and either Party is required to send or receive the notice to the email address set out below:

carebell@SGAssist.com

13.2 Any such notice or communication shall be deemed to have been served:

- a) if delivered by hand, at the time of delivery;
- b) if posted by prepaid ordinary mail, at the expiration of three (3) business days after the envelope containing the same shall have been put into the post; or
- c) if sent by email, upon the receipt by the sender of the confirmation note indicating that the notice or communication has been sent in full to the recipient's email address, or such other similar medium of confirmation.

13.3 In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail letter or the package as the case may be containing such notice or document was properly addressed and sent to the relevant courier company.

13.4 The Company may from time to time change any of the Terms of Use including, but not limited to, tariffs, price plans, charges and payment terms. The Company may also from time to time withdraw, suspend, or change any of the Services. The Company undertakes, where reasonably practicable, to give the User reasonable notice of such changes through written notice, electronic mail, the User's bill, the Company's website or such other form as the Company may deem appropriate. The User agrees that the display of the revised Terms of Use on the Company website will constitute notice of the changes.

14. GOVERNING LAW

12.1 This Agreement shall be governed by, interpreted and construed in accordance with the laws of the Republic of Singapore and the Parties hereby submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

15. DISPUTE RESOLUTION

15.1 In the event of a dispute between the Parties, both Parties shall endeavour to settle the dispute in an amicable manner before taking any legal action against the other Party. Where there is a breach of this Agreement, the Party responsible for such breach shall use all reasonable efforts to rectify the breach within 30 calendar days.

15.2 Failing that, the Parties should refer the dispute for mediation with the Singapore Mediation Centre or any other competent mediation organisation in Singapore. The Parties shall only resort to legal action in court when amicable resolution and mediation have been attempted but the Parties have failed to resolve the dispute.

16. MISCELLANEOUS

16.1 If the Company suspects the User and his/her care recipients of using or allowing the Services to be used for fraud, misconduct or any illegal or improper purpose, the Company reserves the right to refer to the relevant authorities and comply with any directions or guidelines issued by the authorities without notice to the User.

13.2 Certain provisions of this Agreement which either are expressed to survive its termination, or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect, notwithstanding such termination. Without limiting the generality of the foregoing, the provisions under Clauses 1, 8, 11 and 12 shall remain in force and effect after termination of this Agreement.

16.2 The termination of this Agreement will not affect any accrued rights or remedies of either Party against the other Party.

16.3 The provisions of this Agreement shall be severable where any provision of this Agreement is held by a Court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect;

16.4 These Terms constitute the entire Agreement between the Subscriber and the Company regarding the provision of access and use of the CareBell mobile application and provision of Service and supersede all prior agreements and understandings, whether oral or written.

By submitting your registration for this service, you acknowledge and agree that you have reviewed, understood, and accepted the terms and conditions outlined in the subscription agreement provided to you. Your submission constitutes your consent to be bound by the obligations set forth in the agreement.

SCHEDULE A

SCOPE AND LEVEL OF SERVICES

1. SCOPE OF SERVICE

- 1.1 The Services to be provided by the Company shall be as described below.
- 1.2 For emergency situations when the Care Recipient will activate the Service via the CareBell mobile application. This will prompt a phone call between the Care Recipient and an SGA Call Centre Agent directly.
- 1.3 The SGA Call Centre Agent will ask a series of questions to assess the Care Recipient's situation ("**the Emergency Triage**").
- 1.4 In the event that further action has to be taken, the SGA Call Centre Agent shall contacting emergency first responders and :
 - a) 995 (when the Subscriber can be contacted; emergency); or
 - b) 999 (when there is no response from the Subscriber)
- 1.5 The Subscriber acknowledges and agrees that the Company **does not** offer medical advice or any emergency response services through the Service, the Software or in accordance with this Agreement. Any information provided through the Service, the Software or in accordance with this Agreement will not be representative of informed medical advice, or to cover all possible uses, directions, precautions, drug interactions, or adverse effects.

2 SERVICE RESPONSE TIME

- 2.1 Dedicated call support available at all times and on all days ("24/7/365") including weekends and Singapore public holidays.

3 SERVICE MODALITY

- 3.1 The Service is available through subscriptions of 6 months, 12 months or 24 months.

4 SERVICE STANDARDS

- 4.1 The Company will maintain an SGA CareBell team with English, Mandarin and local Mandarin dialect language capabilities.
- 4.2 The Company shall include updates and maintain standard operating procedures ("**SOPs**") from time to time and based on the Service and user requirements.
- 4.3 SGA Call Centre Agents will respond to the call within ninety (90) seconds when the Software successfully makes a call into SGA Call Centre.
- 4.4 All calls recorded and logged in proper format.

- 4.5 The Company conducts initial and ongoing training of SG Assist Agents in accordance with SOPs.
- 4.6 The Company ensures usage and maintenance of User information will comply with the Subscriber's consent, Singapore PDPA, and with other relevant regulations.
- 4.7 The Company ensures that its agents behave in a courteous and professional manner at all times to the Subscriber and the Care Recipient.

5. **EXCLUSIONS**

- 5.1 Exclusions to the scope and level of Services set out in this Schedule include, but are not limited to:
 - a) Non-Life-Threatening Situations: The Service is not intended for non-life-threatening situations, such as minor injuries, routine medical check-ups, or non-urgent healthcare needs. In such cases, Care Recipients are encouraged to seek appropriate medical advice or care independently;
 - b) Connectivity Reliance on the Subscriber and/or Care Recipient's Telecommunications Service: The Service relies on the telecommunications service associated with the user's SIM card for connectivity. The quality and reliability of the service may vary;
 - c) Technical Limitations: there are limitations due to network connectivity issues, technical problems, or other unforeseen circumstances which factors may affect the service's functionality or response times;
 - d) Legal Reporting Obligations: the users may have legal obligations to report incidents directly to relevant authorities, such as the police. CareBell is not a substitute for complying with legal reporting requirements;
 - e) Large-Scale Emergencies: During natural disasters or other large-scale emergencies, the Service may experience high demand and prioritize life-threatening situations which may lead to potential delays in response times during such events; and
 - f) Other Exclusions: The service reserves the right to exclude situations that do not align with the defined emergency criteria or fall outside the scope of the service's capabilities.

SCHEDULE B
TYPES OF FEES

Type of Fees	Description	Price (1-year Subscription)	Price (2-year Subscription)
Subscription Fee	The cost of the using the Service and Products, which are available in 6 month/12 month/24 month Subscriptions	\$20.00 per month	[To Be Determined after the promotional period]
Additional Fee	<p>a) Fees charged by emergency responders and services that may result from the Company exercising its right to contact emergency services, including false alarms;</p> <p>Charges assessed by emergency responders including, but not limited to, false SOS emergency signals or search and rescue activities resulting from an SOS emergency signal from the Subscriber or Care Recipient ; and</p> <p>Any costs incurred by the Company that are caused by the misuse or improper use of the Service, Software and/or related products.</p>	[To Be Determined after the promotional period]	[To Be Determined after the promotional period]
Renewal Fee	Fee payable when the Subscriber wishes to continue with the Subscription after the original Subscription has lapsed.	\$20.00 per month	[To Be Determined after the promotional period]
Early Termination Fee	Fee payable if the Subscriber terminates the Subscription before the end of the Minimum Period of Service.	[To Be Determined after the promotional period]	[To Be Determined after the promotional period]

SCHEDULE C
CODE OF CONDUCT

1. By agreeing to this Agreement, both Parties shall use all best and reasonable endeavours to use the Company's Products and Services in a respectful and honest manner.
2. The Subscriber and Care Recipient acknowledge that the following actions will lead to the suspension and/or termination of the Subscription by the Company:
3. The Parties acknowledge and shall endeavour to prevent the misuse of the Products and Services.
 - a) "**Misuse**" refers to any intentional or reckless actions taken by users that violate the app's terms of use, (code of conduct, or ethical guidelines?). Misuse may include, but is not limited to:
 - i. False Alarms: Deliberately triggering emergency alerts without a genuine and immediate need for assistance;
 - ii. Inappropriate Use: Using the app for purposes other than its intended use during emergencies, such as pranks, harassment, or non-emergency situations;
 - iii. Abusive Language or Behavior: Engaging in disrespectful or offensive language or behavior when interacting with CareBell's support team or other users;
 - iv. Unauthorized Recording or Sharing: Recording audio, video, or other users' personal information without their consent, or sharing such recordings without proper authorization;
 - v. Unjustifiable Legal Claims: Using the service to create false or unjustifiable legal evidence, manipulate legal situations, or justify wrongful actions; and/or
 - vi. Excessive or Unauthorized Communication: Sending excessive, unsolicited, or harassing messages to CareBell's support team or other users.
4. The Subscriber and Care Recipient have the responsibility to report any misuse by other users by reporting instances of misuse to CareBell's support team. Reports will be reviewed, and appropriate actions will be taken.
5. For minor violations, users may receive warnings and educational materials may be provided to promote responsible use.
6. In cases of severe or repeated misuse, the Company reserves the right to suspend or terminate the user's account, preventing further access to the application.