



## **SG IMED Pte. Ltd. (“SG IMED” or “us”) (company registration no. 201422905M) Terms of Service**

PLEASE READ THIS AGREEMENT (“**AGREEMENT**”) CAREFULLY BEFORE INSTALLING OR USING THE SG IMED HUMMINGBIRD 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, AS SUPPLEMENTED OR UPGRADED FROM TIME TO TIME.

This Agreement is between SG IMED and SG IMED Hummingbird E-Clinic Customer (the “**Customer**” or “**you**”), with respect to use of and any functionalities, services or features offered via or in connection with the Software (each party being a “**Party**” and together the “**Parties**”).

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

### **DEFINITIONS**

“**Agreement**” has the meaning ascribed to in the Recital above.

“**Confidential Information**” shall mean all non-public information whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

“**Customer**” has the meaning ascribed to it in the Recital above.

“**Data Protection Legislation**” has the meaning ascribed to it in clause 2.1 below.

“**Discloser**” shall mean the party who discloses Confidential Information to the Recipient.

“**PDPA**” shall mean the Personal Data Protection Act 2012.

“**Personal Data**” shall mean the personally identifiable information of the Customer’s patients that includes but is not limited to the patient’s name, address, financial information and/or medical history.



**“Quotation Form”** means the quotation form sent by us to you which includes details on the subscription fees and rates which you agree to be bound by to access the Service.

**“Recipient”** shall mean the party who receives Confidential Information from the Discloser.

**“Service”** or **“Software”** has the meaning ascribed to it in the Recital above.

**“SG IMED”** has the meaning ascribed to it in the Recital above.

**“Third-Party Service Providers”** shall include SMS, x-ray laboratories, Smart CMS, medicine suppliers and/or other provider that provide all manner of services that are of benefit to the Customer and its clinic practice.

## 1. Use of Service and Parties’ Obligations

1.1 SG IMED shall use its best commercial endeavors to protect the privacy and confidentiality of image and text templates created by the Customer in the Software. SG IMED acknowledges that these templates are the intellectual property of the Customer; and update its Software to comply with Singapore’s regulatory standards, enhance service delivery, and ensure the Service is capable of achieving its intended purpose within reasonable means.

1.2 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.

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

- (a) 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;



- (b) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the Software or any components thereof;
- (c) 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; and
- (d) 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.

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

## 2. **Personal Data and Privacy**

Each Party warrants that it shall comply with all its obligations under the PDPA as amended from time to time, including without limitation, to all subsidiary legislation, regulations and guidelines related thereto and the other applicable data protection and privacy legislation (collectively referred to as “**Data Protection Legislation**”) at its own costs insofar that they are applicable to the Service provided under this Agreement and that it shall, including but not limited to:

- (a) collect, use, disclose and process any Personal Data received from the other Party and its Customers in accordance with the Data Protection Legislation;
- (b) employ appropriate security arrangements (including, where appropriate, physical, administrative, technical, organisational, procedural and information and technology measures) on such Personal Data in its possession or control, to protect the confidentiality and integrity of the Personal Data and prevent unauthorised, accidental or unlawful access, processing, erasure, transmission, storage, collection, use, disclosure, copying, modification,



disposal, destruction or similar risks of  
Personal Data; and

- (c) cease to retain any documents containing Personal Data received in relation to this Agreement (or any documents or records containing Personal Data, electronic or otherwise) as soon as the purpose for which that Personal Data was received is no longer necessary to serve the purposes hereunder. However, this provision shall be subject to the seven (7) years of retention period and a Party's obligations to comply with applicable law.

2.2 Each Party shall only process, use or disclose Personal Data:

- (a) strictly for the purposes of fulfilling its obligations and providing the Service required under this Agreement;
- (b) with the patient's written consent; or
- (c) when required by law or an order of court, but shall notify the other Party as soon as practicable before complying with such law or order of court at its own costs.

2.3 You represent, warrant and undertake that:

- (a) your representatives and employees comply with the requirement under the PDPA and shall ensure that Personal Data is not transferred to a country or territory outside Singapore without first informing SG IMED of such a transfer; and when Personal Data is transferred to a third-party organization outside Singapore, the transferring Party shall ensure that such transfer is done in accordance with the requirements under the PDPA, and the third-party organization receiving such Personal Data provides:
  - (i) a written undertaking stating that the third-party organization will be subject to the same terms and conditions in respect of the collection, use, processing, storage and/or modification of any Personal Data as provided in this Agreement; and
  - (ii) a standard of protection that is either comparable to or higher than the standards of



protection afforded to Personal  
Data under the PDPA.

- 2.4 You undertake and warrant to perform the relevant retention obligations in accordance with the PDPA and any other legislation that is deemed relevant

### 3. **Third-Party Service Providers**

- 3.1 The Customer acknowledges that in providing the Service, SG IMED may engage, link with Third-Party Service Providers to provide Third-Party Services.
- 3.2 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.
- 3.3 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 of their 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.

### 4. **Disclaimers**

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 healthcare 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.

## 5. **Subscription Fees**

- 5.1 The subscription fees payable to SG IMED for access to the Service is set out in the Quotation Form which will be sent to you separately.
- 5.2 All subscription fees must be paid at the beginning of the one (1) year subscription period, in advance.
- 5.3 Any payment methods by the Customer shall be subject to the prior approval of SG IMED at its sole discretion.
- 5.4 In the event of non-payment, SG IMED reserves the right to terminate and/or suspend the Service without any notice.
- 5.5 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.

## 6. **Indemnification**

- 6.1 The Customer agrees to fully indemnify and hold us harmless which would include our 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 any breach of this Agreement.
- 6.2 This clause shall survive the termination or expiration of this Agreement (howsoever caused).

## 7. **Limits on Liability**



- 7.1 SG IMED will use its best endeavours to ensure that the provision of 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.
- 7.2 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 twelve (12) -month period preceding the event which gave rise to the claim.

## 8. Restrictions

Except as expressly set out in this Agreement or as permitted by applicable law, you undertake:

- (a) not to copy the Service except where such copying is incidental to its normal use or where it is necessary for the purpose of back-up or operational security;
- (b) not to sub-license, loan, translate, merge, adapt, vary or modify any aspect of the Service;
- (c) to keep all copies of the Service secure and to maintain accurate and up-to-date records in relation to the Service; and
- (d) to supervise and control use of the Service and ensure that the Service is used by your employees and customers (patients) in accordance with this Agreement.

## 9. Representations and Warranties

- 9.1 Both Parties hereby represent, warrant and undertake to and for the benefit of the other that:
- (a) the information provided under this Agreement are true and correct;
  - (b) it has full power and capacity to enter into and perform its obligations under this Agreement and has taken all necessary corporate approvals and licenses to authorise the execution and



performance thereof and this

Agreement when executed will constitute valid and binding obligations on and against it, in accordance with its terms; and

- (c) it will not, in so carrying out its obligations, thereby put the other Party, or itself, in breach of any law of Singapore and will comply with all applicable laws and regulations in connection with its duties and obligations under this Agreement.

9.2 Each of the representations, warranties and undertakings contained in this clause 9 shall continue to have full force and effect after the execution of this Agreement and that the representations, warranties and undertakings will remain true and accurate until the termination of this Agreement.

## 10. **Mutual Confidentiality**

10.1 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 may be) who need such access for purposes consistent with this Agreement 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.

10.2 Confidential Information excludes information that:

- (a) is or becomes generally known to the public without breach of any obligation owed to Discloser;
- (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser;
- (c) is received from a third-party without breach of any obligation owed to Discloser,





- (d) was independently developed by the Recipient without use or access to the Confidential Information; or
- (e) 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.

## 11. Term and Termination

- 11.1 This Agreement shall continue for the one (1) year subscription period until it expires and/or if terminated earlier according to clauses 9.2 and 9.3 below.
- 11.2 This Agreement is terminated automatically upon the expiry of the subscription period.
- 11.3 The Customer's failure to make payment of subscription fees and/or additional charges.
- 11.4 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.
- 11.5 Upon termination of the Service, 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.

## 12. General

- 12.1 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.
- 12.2 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.

12.3 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 prevail.

12.4 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.

12.5 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.

### 13. **Governing Law**

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.